

**Master Agreement**

**Between**

**CASEVILLE BOARD OF  
EDUCATION**

**and**

**CASEVILLE EDUCATION  
SUPPORT  
PERSONNEL ASSOCIATION**

**2010-2013**

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## ARTICLE I – AGREEMENT

**1.1** This Agreement, entered into this 31<sup>st</sup> day of March, 2010, by and between the Caseville Education Support Personnel Association-MEA/NEA, hereinafter called the “Union”, and Caseville Board of Education, hereinafter called the “Employer.” In consideration of the following mutual covenants, it is hereby agreed as follows:

### **1.2 PURPOSE**

This Agreement is negotiation pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

## ARTICLE II - RECOGNITION

**2.1** The Caseville Public School Board of Education hereby recognizes the Caseville Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. Seq.; MSA 17.455(1) et. Seq., (PERA), for a full-time and regular part-time probationary and non-probationary, on leave. Paraprofessionals, Secretarial/Clerical, Bus Drivers, Food Service, Custodial, and Maintenance, employees of the Caseville Public School. Excluded are supervisors and all other employees.

### **2.2 EMPLOYEES**

Unless otherwise indicated, use of the term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full-time: A bargaining unit member who is employed at least six or more hours per day, five days per week.
2. Part-time: A bargaining unit member who is employed less than six hours per day.
3. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trail period of sixty (60) work days.
4. School-year Employee: A bargaining unit member employed to work at least one hundred eighty (180) days and whose employment follows the school calendar.
5. Full-year Employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

## ARTICLE III – EXTENT OF AGREEMENT

**3.1** This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

## ARTICLE IV – SERVICE FEES

- 4.1** Each bargaining unit member shall, as a condition of employment:
- A. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
  - B. Pay a Service Fee to the Union, pursuant to the Union’s “Policy Regarding Objections to Political-Ideological Expenditures: and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

### **4.2 OBJECTIONS POLICY**

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

### **4.3 DUES DEDUCTION**

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

### **4.4 PAYROLL DEDUCTION**

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC-NEA/PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

## **ARTICLE V – UNION RIGHTS**

**5.1** The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wages experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

### **5.2 USE OF FACILITIES**

The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

### **5.3 MAIL**

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

### **5.4 UNION LEAVE**

The Union shall have three (3) days or twenty-one (21) hours annually of Union leave time. Union shall be responsible for lost wages incurred by the member. Employer will pay costs of the substitute, if needed. The Union shall access this time by written notice to the Employer by the Union President.

### **5.5 EQUIPMENT**

The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall be the only employee organization that shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to, typewriters, computers, mimeographing machines, FAX, photocopiers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

### **5.6 UNION MEETINGS**

The Union shall have the right to schedule two (2) membership meetings per year, not before 4:00 p.m. on workdays. All employees scheduled to work at such time will be released without pay for attendance at the meeting(s). The Union agrees to try to schedule meetings to minimize disruption and to provide the employer with at least two (2) calendar days prior notice.

## **ARTICLE VI – BOARD RIGHTS**

### **6.1 BOARD RIGHTS**

The employer, on its behalf, and on behalf of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, the laws of the State,

the Constitution of the State and of the United States except as restricted by this Agreement.

- B. In meeting such responsibilities of the Board it is recognized that the Board has, by way of illustration and not limitation, the right to:
1. Adopt rules, regulations, educational and financial policies.
  2. The management and control of the school system, its properties and facilities which includes determining the number, location or relocation of its facilities; establishing or relocating new schools, buildings, department, divisions or subdivisions thereof; relocation or closing of offices, departments, divisions or subdivisions, building or other facilities; determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operation, establish the means, methods, and process of carrying on the work including the institution of new and/or improved methods or changes therein; and to determine the size of the management organization and its functions, authority, amount of supervision and table of organization.
  3. The right to manage and direct the working forces including the right to determine the qualifications of employees, including physical conditions; determine the policies affecting selection, testing or training of employees; the right to hire, promote, suspend, discharge, demote or otherwise discipline, transfer, assign work including extracurricular activities, subcontract; and to determine the size of the work force and to lay off employees.
  4. It is understood that any matter not specifically set forth in this Agreement remains within the reserve right of the Board.

## **ARTICLE VII – RIGHT TO ORGANIZE**

### **7.1 RIGHT TO ORGANIZE**

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulations, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

### **7.2 INDIVIDUAL RIGHTS**

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws

or other applicable State or Federal Laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

### **7.3 PERSONAL LIFE**

The bargaining unit member shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

### **7.4 NON-DISCRIMINATION**

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, place or residence, weight, height or arrest record.

### **7.5 DISCIPLINE AND DISCHARGE**

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspension with or without pay; reductions in rank, compensation, or occupational advantage; discharges; and non-renewal of probationary bargaining unit members. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, except that an adverse evaluation can be rebutted in writing. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

### **7.6 WRITTEN DISCIPLINE**

Written warnings or reprimands or suspension will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member, within five (5) work days of the administration being made aware of the complaint, may not be used in any disciplinary action against the bargaining unit member.

### **7.7 RESPONSE TO DISCIPLINE**

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

**7.8 REPRESENTATION** A bargaining unit member shall be entitled to have present a representative of the Union during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

**7.9 DISCIPLINE SYSTEM**

- A. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members. Certain conduct may warrant skipping steps.
1. Verbal warning by appropriate administrator.
  2. Written reprimand by appropriate administrator.
  3. Suspension with pay pending a "Just Cause" hearing.
  4. Suspension without pay.
  5. Dismissal for just cause only.

**7.10 PERSONNEL FILES**

- A. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after the initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, the material will be corrected and/or expunged from the file if the material is shown to be inappropriate or in error. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

**7.11 ASSAULT**

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will reimburse the bargaining unit member for the cost of legal counsel or advise the bargaining unit member of his/her rights and obligation with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit member up to one hundred fifty dollars (\$150.00) during the course of one (1) calendar year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member.



## ARTICLE VIII – GRIEVANCE PROCEDURE

### 8.1 DEFINITION

A claim and/or a complaint by a bargaining unit member of a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit members may be processed as a grievance as hereinafter provided

### 8.2 HEARING LEVELS

- A. Informal Level: When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- C. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).
- D. Formal Level 3: Should the Association not be satisfied with the disposition of the Superintendent in Formal Level 2, then within ten (10) days of said response, the Association/grievant may appeal to the Board of Education. The Board of Education will hear the grievance, presented by the Association at its next scheduled Board meeting, or at a date agreed upon by both parties, but no later than sixty (60) days after the decision of the Superintendent. The Board of Education has ten (10) days to respond with their decision.
- E. If any member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same of equivalent in money shall be paid to him/her.

### 8.3 MISCELLANEOUS CONDITIONS

- A. The term “days” when used in this Article shall mean work days. Time limits may be extended by mutual written agreement of the parties.

- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
- D. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and the record cleared of any reference to this action.
- E. For the purpose of assisting a bargaining unit member 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 a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- F. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- G. If the union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.

#### **8.4 EXPEDITED PROCESS**

- A. The Union, at its option, may process a grievance via following the expedited grievance procedure.
- B. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) calendar days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

### **ARTICLE IX – SCHOOL CLOSURE/DISMISSAL**

#### **9.1 SCHOOL CLOSURE/DISMISSAL**

- A. When an Act of God, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty and shall be paid for the time lost up to 12 Act of God hours or the number of hours necessary to equate to two (2) full regularly scheduled work days for each bargaining unit member per year. A bargaining unit member, after using the preceding Act of God time lost, may claim two additional Act of God days or equivalent hours to be deducted from accumulated sick leave.

#### **9.2 SCHOOL CANCELLATION AFTER OPENING**

- A. If school is cancelled after employees have reported for work or after students have reported, employees shall be dismissed in a reasonable timeframe after such cancellation and excused from work. Employees will be paid for the time worked.

**9.3 REPORT FOR WORK**

- A. Bargaining unit members requested to report to work when a school or other facility is closed under this provision, for emergency reasons as snow removal, heating system repair, etc., during such condition shall be compensated at one and one-half (1 ½) times their regular hourly rate of pay for their time up to two (2) full Act of God days per year.

**ARTICLE X – NEGOTIATIONS PROCEDURE****10.1 UNFORESEEN MATTERS**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

**10.2 NEGOTIATIONS RELEASE TIME**

When negotiations are conducted during regular work hours, release time shall be provided to the Union's representatives. All employees scheduled to work at such time will be released without pay for attendance at negotiations meeting(s).

**10.3 NEGOTIATIONS**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**10.4 AGREEMENT**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union. Copies of this agreement shall be printed at the expense of the Employer. In addition, the Employer shall provide the Union with twenty (20) copies of the Agreement without charge to the Union. All school district personnel policies or any changes in said policy shall be distributed to all bargaining unit members within thirty (30) days of the commencement of this agreement or upon employment.

**ARTICLE XI – WORK YEAR, WORK WEEK, WORKDAY****11.1 WORK YEAR, WORK WEEK, WORKDAY**

- A. The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:
1. Paraprofessionals: The work year shall be at least 180 days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.
  2. School year secretarial/clerical personnel: The work year shall be at least 200 days beginning two (2) weeks before the reporting date of teachers and ending at least two (2) weeks after the last teacher workday, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

3. Food Service Personnel: The work year will be at least 180 days, beginning two (2) days before the first student day, and ending two (2) days after the last student day, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.
4. Bus Drivers: The work year will be at least 180 days, ending one (1) day after the last student day, which coincides with the student attendance year of those students who are being transported, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

### **11.2 WORK WEEK**

- A. The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break(s) pursuant to this Agreement.

### **11.3 WORK DAY**

- A. The work day for all fulltime bargaining unit members shall be as follows. All hours shall be consecutive, except for bus drivers.
1. Custodians: Eight and one-half (8 ½) consecutive hours (including one-half (1/2) hour unpaid lunch period).
  2. Food Service: At least six and one-half (6 ½)-hour employees (including one-half (1/2) hour unpaid lunch period.)
  3. Paraprofessionals: At least five and one-half (5 ½) hours per day (including one-half (1/2) hour unpaid lunch period) with the schedule to be determined by the administration at the beginning of the school year and not be altered without notifying the Association.
  4. Secretarial/Clerical: Eight and one-half (8 ½) consecutive hours (including one-half (1/2) hour unpaid lunch period).
  5. Bus Drivers: Runs shall be scheduled according to the system set out in Article 13 of this Agreement.

### **11.4 ALTERATION**

The regularly scheduled starting and ending times of each classification workday are not to be altered except with the approval of the parties.

1. Exception:
  - a. delays to the start of school due to Act of God
  - b. parent-teacher conferences
  - c. professional days
  - d. public use of facilities requiring custodial staff/kitchen staff
  - e. school use of facilities for extra-curricular activities
  - f. short-term unforeseen circumstances

### **11.5 DUTY-FREE LUNCH**

- A. All bargaining unit members, except for bus drivers, shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

### **11.6 BREAKS**

- A. Employees who work seven (7) or more hours per day shall be granted two (2) 15-minute break periods. All others who work four (4) hours or more per day shall be granted one (1) 15-minute break period. Break periods shall be assigned by the supervisor.

**11.7 OVERTIME**

- A. Overtime Schedule: Each employee who wishes to perform overtime work shall notify the employer of such interest. Overtime shall first be offered to the most senior employee within the classification where the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.
- B. Overtime Pay: Overtime shall be compensated at the rate of time and one-half (1 ½) of the regular hourly pay for all hours over forty (40) hours per week. All overtime on Sundays and holidays shall be compensated at one and a half (1 ½) times the employees' regular hourly pay for all hours worked.

**ARTICLE XII – CONDITIONS OF EMPLOYMENT****12.1 TRANSPORTATION**

- A. The following shall apply to all transportation bargaining unit members:
- Bus Runs:
1. Runs shall be constructed at least fifteen (15) calendar days prior to the school year, and shall be patterned on the prior-year route assignments. The District shall hold a run planning meeting at least fourteen (14) calendar days prior to the beginning of the school year. Every regular driver shall be notified of the meeting time and location at least seven (7) calendar days in advance of the meeting.
  2. At the run planning meeting, all known vacant runs shall be posted, including the length, number of stops and estimated time.
  3. Drivers shall select vacant runs on the basis of seniority.
  4. All runs will be paid at the negotiated rate per run.
  5. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 13 and awarded to the most senior driver applicant.
  6. All runs available during the summer period shall be posted and awarded to the most senior driver applicant.
  7. The bus run with stops in Elkton, Pigeon, and the hatchery area will have a \$2.50 per run rate above the scaled rate for other runs. Should the Elkton and Pigeon stops be eliminated, the rate of pay reverts to the scaled rate only.
  8. In no event shall runs be assigned to a non-regular driver or substitute driver when bargaining unit members are available to perform the work.
- B. Preparation of Buses/Down Time
1. Drivers are responsible for performing the safety checklist that has been negotiated between the parties. They are responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned, for which a fifteen (15) minute allowance shall be provided for each single or double run assigned, at the driver's regular hourly rate. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the safety check as outlined above.
  2. Drivers shall be paid "standing time" or "down time" for all of the time a driver is on duty and not driving a bus. "On duty" means that the driver is

away from the central bus storage station waiting to complete the transportation of students.

3. All driving and "standing time" or down time" shall be compensated at the field trip rate.

C. Field Trips / Extra Duties

1. A field trip is defined as any extra duty transportation of students other than a regular run.
2. Field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver on a rotating basis. Webster's Definition: "to change in regular succession". Working agreement – extra duty bus driver conditions apply.
3. There shall be a three (3) hour minimum payment for a field trip on a day when school is not in session.
4. If no driver willingly accepts a field trip, and if there is no substitute driver available for such a trip, then the driver with the least number of trip hours may be required to take the field trip under Schedule A provisions. In no event shall field trips be awarded to a non-regular driver or to a substitute driver when bargaining unit members are willing and available to perform the work under Working Agreement Extra Duty Bus Driver conditions.
5. If a trip consists of two days, the driver must accept both days.

D. Extra Duties: Working Agreement:

Members who are interested in performing extra duties may do so, on a seniority basis. Extra duties working agreements are available for extra duty driving.

1. Should a CESP member offer to perform such work, it will be paid at the rate on Appendix B of the working agreement – extra duty bus driver.
2. Payments will be made through the payroll system around Thanksgiving, winter-break, mid-February, Spring Break and at the end of student's school year.
3. Such work, performance appraisal of work, and recommendations for work are wholly separate from the bargaining unit members' CESP work and its evaluation procedure.

E. Licensing/Training

1. The District shall pay for all required licensure, testing and physical examination, as may be requested for full licensure for Caseville employees.
2. The bargaining unit member may select his/her own physician for a physical examination and the District shall reimburse the full cost of the required physical.
3. The District shall pay drivers at their extra run rate of pay for all time spent at training sessions, meetings (either transportation or student/parent meetings), testing and run selection meetings.

F. Meal/Lodging Reimbursement

1. The District shall reimburse drivers for all meal costs up to a maximum of seven dollars (\$7.00) per meal. A receipt is required.
2. The District shall reimburse drivers for the cost of a motel room if a trip involves an overnight stay. A receipt is required.
3. In the event a driver has "standing time" or "down time" in connection with a trip, he/she shall be compensated for all such time, excluding eight hours of sleep time, at the extra bus run rate.

G. School Closure

Drivers who report to work, and upon arrival find that school has been canceled, shall be paid for one run at the run rate of pay.

**12.2 CUSTODIANS**

- A. Summer Employment
  - 1. Custodians shall have the option to work four (4) 9-hour days + 4 hours on Friday during the summer period.
- B. Materials and Supplies
  - Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

**12.3 MISCELLANEOUS**

- A. Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall, for the purposes of benefits and pay:
  - 1. Be paid at the rate for each classification.
  - 2. Receive benefits as though all work was performed in a single job or classification.
- B. The Board shall provide at no cost to the employee aprons to be used by the food service personnel.

**ARTICLE XIII – SENIORITY****13.1 DEFINITION**

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement.
  - 1. Accumulation of seniority shall begin from the bargaining unit member's first working day or, in the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
  - 2. Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position.
  - 3. The employer and Union shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days and after the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.

**13.2 CLASSIFICATIONS**

- A. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
  - 1. Bus driver
  - 2. Secretarial/Clerical
  - 3. Custodial
  - 4. Food Service
  - 5. Maintenance
  - 6. Paraprofessional
  - 7. Nurse
- B. However, all seniority shall be based on bargaining unit seniority.

**ARTICLE XIV – VACANCIES, TRANSFERS, AND PROMOTIONS****14.1 VACANCY DEFINED**

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled.

**14.2 VACANCY POSTING**

- A. All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) workdays. 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 as reflected in the job description

**14.3 VACANCY NOTIFICATION**

- A. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests.
- B. Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.
- C. Within five (5) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

**14.4 TRANSFER RIGHTS**

- A. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.
- B. Bargaining unit members shall not be placed on a lower step (wage schedule) due to transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.
- C. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

**ARTICLE XV – REDUCTION IN PERSONNEL, LAYOFF & RECALL****15.1 LAYOFF DEFINED**

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.



- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.

### **15.2 LAYOFF PROCEDURES**

- A. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer which there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.
- B. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff-elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

### **15.3 SUBSTITUTE PRIORITY**

- A. A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Employer.

### **15.4 RECALL**

- A. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.
- B. Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work.
- C. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- D. A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.
- E. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines to recall to full-time for which he/she is qualified shall forfeit his/her seniority rights. Bargaining members on layoff shall have their seniority frozen during the period of layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

### **15.5 PARTIAL LAYOFFS**

- A. The Employer shall not reduce more than one full-time position to a part-time position. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

**ARTICLE XVI – EXTERNALLY FUNDED & OTHER PROGRAMS****16.1 STATE AND FEDERAL PROGRAMS**

- A. Persons employed through funds provided through State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of this Agreement.

**16.2 SENIORITY**

- A. Persons employed through State or Federal programs shall be treated the same as all other bargaining unit members in all respects including the length of the probationary period and their seniority dates. In the event of reduction in work force resulting from lack of work or loss of funds, bargaining unit members shall be laid-off and recalled in accordance with the provisions of this Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

**16.3 CURRENT BARGAINING UNIT MEMBERS**

- A. The parties further agree that it is not their intent to replace or displace through funds provided through State or Federal program, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits the same.

**16.4 STUDENT WORKERS**

- A. No student workers shall be employed if members of the bargaining unit are on layoff. In no event will student workers displace bargaining unit members.

**ARTICLE XVII - PAID LEAVES****17.1 SICK LEAVE**

- A. At the beginning of each work year, each 12-month bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year up to ninety (90) days. At the beginning of each school year, each 10-month bargaining unit member shall be credited with seven (7) days of sick leave, the unused portion of which shall accumulate from year to year up to ninety (90) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- B. The employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits, less all benefits received under the Michigan Workers' Compensation Act for the duration of such absence.
- C. Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.
- D. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions.
1. Personal Illness or Disability – The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family as defined below,

- which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
2. Medical or Nursing Care – The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined below.
  3. Upon termination of employment from the District, bargaining unit members will receive \$25.00 per day for all unused sick leave days.
- E. Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, stepparent or anyone who has stood in that relationship to the bargaining unit member.

### **17.2 PERSONAL BUSINESS**

- A. At the beginning of every contract year, each bargaining member shall be credited with two (2) days to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least four (4) work days in advance, except in case of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave. Used days are deducted from sick leave.

### **17.3 JUDICIAL LEAVE**

- A. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time. Any remuneration the bargaining unit member may receive shall be reimbursed to the Employer.

### **17.4 BEREAVEMENT LEAVE**

- A. The bargaining unit member shall be granted up to three (3) days of bereavement leave, deductible from sick leave, for immediate family members. Immediate family members shall be interpreted as spouse, parent, brother, sister, aunt, uncle, children, grandchildren, father and mother-in-law, and grandparents, or anyone who has stood in that relationship to the bargaining unit member. The bargaining unit member may take one (1) paid day per death, deductible from sick leave, to attend the funeral of any person.

### **17.5 EMERGENCY LEAVE**

- A. The Bargaining unit members may request in writing two emergency leave days per year, and upon approval of the Superintendent, this approved day will be deducted from accumulated sick leave.

## **ARTICLE XVIII – UNPAID LEAVES**

### **18.1 LEAVE OF ABSENCE**

- A. Leaves of absence without pay for up to one (1) year in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority and experience credit on the salary schedule shall be frozen.
- B. A bargaining unit member returning from a leave of absence shall be reinstated to the same position, or a comparable position, he/she held when the leave began.

- C. An extension past the one (1) year may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

### **18.2 MILITARY LEAVE**

- A. A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United State, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the national Guard or Reserve.

### **18.3 FAMILY LEAVE**

- A. Family Leave: A leave of absence up to twelve (12) weeks according to FMLA shall be granted to any (male or female) bargaining unit member for any of the following purposes:
1. the birth or placement for adoption or foster care of a child;
  2. because of a serious health condition of a family member;
  3. because of the employee's own serious health condition;
  4. the care of a child under age 18
- B. A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave. The employee may elect to use his/her paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.
- C. For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, step-parent, or grandparent.
- D. A bargaining unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.

## **ARTICLE XIX – VACATIONS**

### **19.1 VACATION**

- A. All year round bargaining unit members after completing one (1) year of service shall receive paid vacation time according to the following schedule.
- |               |         |
|---------------|---------|
| Beginning:    |         |
| 1 - 5 years   | 10 days |
| 6 - 10 years  | 13 days |
| 10 - 15 years | 15 days |
| 15 - 20 years | 18 days |
| 20+ years     | 20 days |
1. To be eligible for a vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours.
  2. Application for vacation leave must be filed with the superintendent of schools in advance.
  3. Vacations may be taken at any time with the approval of the Superintendent. A summer vacation schedule shall be developed between the Superintendent and the custodian/maintenance staff prior to June 1<sup>st</sup> of each year.

## ARTICLE XX – HOLIDAYS

### 20.1 HOLIDAYS

All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day	Thanksgiving
Day after Thanksgiving	Christmas Day
New Year's Day	Good Friday
Memorial Day	President's Day

Employees working during the summers shall have the days provided above plus Independence Day.

## ARTICLE XXI – BARGAINING UNIT MEMBER EVALUATIONS

### 21.1 OBSERVATION & EVALUATION

- A. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.
- B. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- C. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may attach additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

## ARTICLE XXII – BENEFITS

### 22.1 QUALIFYING FOR BENEFITS

1. Part time support staff hired after July 1, 2007. Part-time employees engaged for the school year, working less than 6 hours per day for a nine-month job, are considered part time. No insurance benefits accrue to part time positions beginning after July 1, 2007. Part time employees engaged for the school year are entitled to an end of the year performance bonus up to \$500.

2. Fulltime support staff hired after July 1, 2007. New hire benefit package will be single health, no dental, no vision. School pays 75% of the premium, employee pays 25 % of the premium.
3. Hour/Insurance reduction for full time employees hired before July 1, 2007. If position is reduced, the school will pay the percentage of health insurance premium, matching the percentage of the employee's work day (e.g. if employee is a half-time employee, the school will pay half of the employee's health insurance premium. If the employee is 75%, school will pay 75% of the health insurance premium). This will go into effect after the employee's hours have been reduced more than 90 consecutive workdays in the school's fiscal year.
4. Hour/Insurance reduction for part time employees. Part time employees hired after July 1, 2007, who become full time employees will receive single health insurance, as indicated in paragraph 2. If that same employee becomes part time again, they will no longer receive health insurance, but would be entitled to a prorated end of the year performance bonus, as per paragraph # 1.

## 22.2 HEALTH, VISION AND DENTAL BENEFITS

NOTE: Scope and payment for insurance coverages will begin in the same manner beginning July 1, 2010, but will change in scope of coverage and rates when teacher group plan changes. To begin, health insurance will be a PPO with \$5.00 office co-pay and \$10/\$20 drug card. CESP and the Board will negotiate insurance coverage considering new pooling laws and other district labor contracts. Opening negotiations to insurance coverage does not open the rest of the contract for negotiation.

- A. Full time bargaining unit members who work 52 weeks will receive the Board's insurance, fully paid for by the Employer. Full time school year employees shall receive fully Employer paid at the single subscriber rate. These bargaining unit members have the option to purchase additional health insurance coverage for their family via payroll deduction.
- B. All full time bargaining unit members shall receive fully Employer paid full family Vision
- C. All full time (52 week and school year employees) bargaining unit members shall receive fully Employer paid full family dental=
- D. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be one hundred and twenty-five (\$125.00) per month or other annuities as determined by the member. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an Financial Services Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

Benefits currently being provided to bargaining unit member employees shall continue as is until the new benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided through the school district.. The employer shall enter into a Section 125 Administrative Services Contract.

- E. The employer shall provide Internal Revenue Code Section 125 premium conversion benefits (permitting Members' contributions toward premiums to be paid with pretax dollars). The employer shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code.

Bargaining unit members electing to use the premium conversion plan shall do so through a salary reduction agreement. The employer shall enter into a Administrative Services Contract to accomplish this.

All cost relating to the implementation and administration of benefits under the program shall be borne by the employer. The Section 125 administration shall be provided by contractor or school district.

- F. The employer shall provide the following Flexible Spending Account benefits, pursuant to a qualified plan under Section 125 of the Internal Revenue Code, to bargaining unit members.

- (a) Cash Option Plan
- (b) Premium Contribution Plan

Bargaining unit members who elect benefits in "E" above shall do so through a salary reduction agreement.

## APPENDIX A – TENTATIVE DENTAL COVERAGE

### Dental Care Program for Qualified Bargaining Unit Members

Dental services are covered through your Dental Care Program. Your program pays a percentage of the approved amount for dental services. You are required to make a co-payment for each class of service.

The maximum payment is \$800 per member per benefit year.

Dental coverage is determined by class of service.

#### Class I – Preventive Care

Your program pays 75% and you pay 25% of the approved amount for:

- ❖ Oral exams every six months
- ❖ Bitewing x-rays every six months
- ❖ Full mouth x-rays every 36 months
- ❖ Teeth cleaning every six months
- ❖ Fluoride treatments
- ❖ Treatment for relief of pain
- ❖ Emergency treatment
- ❖ Space maintainers for members under the age of 19

**Class II – Restorative Care**

Your program pays 50% and you pay 50% of the approved amount for:

- ❖ Fillings (amalgam, acrylic or silicate)
- ❖ Inlays, onlays and crowns
- ❖ Recementing of crowns, inlays, onlays and/or bridges
- ❖ Root canal therapy
- ❖ Treatment of gums and bones
- ❖ Extractions (simple and surgical)
- ❖ General anesthesia
- ❖ General adjustment and relining of dentures
- ❖ Repair of removal dentures

**Class III – Prosthodontic Care**

Your program pays 50% and you pay 50% of the approved amount for:

- ❖ Removal dentures (complete and partial)
- ❖ Fixed bridges including abutment crowns
- ❖ Replacement of dentures and bridges after five years if unserviceable

**Exclusions and Limitations to Your Dental Care Program**

Exclusions and limitations that apply to your Dental Care Program are listed below. These are in addition to applicable exclusions and limitations listed elsewhere, including those under your Basic Program.

- ❖ Charges for missed appointment
- ❖ Charges for the completion of claim forms
- ❖ Services and supplies necessary for the diagnosis or treatment of a dental illness or injury
- ❖ Services that are experimental, investigative, substandard or not approved by the American Dental Association.
- ❖ Charges for cleaning of teeth unless done under the supervision of a dentist (Supervision means the dentist is available but not necessarily at the chairside during the procedure.)
- ❖ Treatment given by someone other than a dentist
- ❖ Services for cosmetic or personalized services or supplies
- ❖ Charges for veneers placed on crowns or pontics other than the ten lower and ten upper anterior teeth.
- ❖ Instruction in oral hygiene, diet control and plaque control.
- ❖ Dental sealants
- ❖ Gold foil restorations, implantology and periodontal splinting.
- ❖ Appliances, restorations or services necessary to increase dimension or restore or correct occlusion or treat jaw-joint disorders
- ❖ Dental services with respect to congenital or developmental malformation or primarily for improving appearance.
- ❖ Adjustment of dentures within six months after installation.
- ❖ Lost, missing or stolen appliances; repairs and replacement of appliances
- ❖ Charges for duplicate appliances
- ❖ Orthodontic services.



**ARTICLE XXIII – LONGEVITY****23.1 LONGEVITY**

- A. Each bargaining unit member shall receive at the beginning of their 11<sup>th</sup> year of service to Caseville Public School, two hundred (\$200.00) dollars.
- B. Each bargaining unit member shall receive at the beginning of their 15<sup>th</sup> year of service to Caseville Public School, three hundred (\$300.00) dollars.
- C. Each bargaining unit member shall receive at the beginning of their 19<sup>th</sup> year of service to Caseville Public School, four hundred (\$400.00) dollars.

**SCHEDULE A****CUSTODIANS**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0			
1			
2			
3			
4			
5			
6			
7			
8			
9			

**\* SECRETARY**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0	12.24	12.36	12.49
1	12.54	12.67	12.79
2	12.79	12.92	13.05
3	13.05	13.18	13.31
4	13.31	13.44	13.58
5	13.58	13.72	13.85
6	13.85	13.99	14.13
7	14.10	14.24	14.38
8	14.40	14.54	14.69
9	14.68	14.83	14.98

**\* PARAPROS**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0	10.18	10.28	10.38
1	10.39	10.49	10.60
2	10.59	10.70	10.80
3	10.80	10.91	11.02
4	11.03	11.14	11.25
5	11.24	11.35	11.47
6	11.48	11.59	11.71
7	11.69	11.81	11.92
8	11.95	12.07	12.19
9	12.16	12.28	12.40

**\* BUS DRIVER**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0	14.63	14.78	14.92
1	14.89	15.04	15.19
2	15.16	15.31	15.46
3	15.44	15.59	15.75
4	15.74	15.90	16.06
5	16.02	16.18	16.34
6	16.33	16.49	16.66
7	16.64	16.81	16.97
8	16.93	17.10	17.27
9	17.22	17.39	17.57

**EXTRA RUNS**

	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
	10.83	10.94	11.05

**\* HEAD MAINTENANCE**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0	15.83	15.99	16.15
1	16.15	16.31	16.47
2	16.47	16.63	16.80
3	16.80	16.97	17.14
4	17.14	17.31	17.48
5	17.48	17.65	17.83
6	17.83	18.01	18.19
7	18.22	18.40	18.59
8	18.58	18.77	18.95
9	18.93	19.12	19.31

**\* FOOD SERVICE**

Step	2.00%	1.00%	1.00%
	2010-2011	2011-2012	2012-2013
0	10.77	10.88	10.99
1	11.00	11.11	11.22
2	11.21	11.32	11.44
3	11.43	11.54	11.66
4	11.67	11.79	11.90
5	11.88	12.00	12.12
6	12.12	12.24	12.36
7	12.37	12.49	12.62
8	12.60	12.73	12.85
9	12.81	12.94	13.07

Head cook will receive an additional \$.50 per hour premium

***\*An additional 1% off schedule to be paid for regular duties in lump sum on or before June 30 of each year wherein average enrollment is 280 FTE or above (averaged across 2 count dates in each contract year).***



**GRIEVANCE REPORT FORM**

Caseville Public Schools  
Education Support Personnel

Grievance # \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Grievant

**GRIEVANCE REPORT**

Submit to Principal in Duplicate \_\_\_\_\_

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

**STEP I**

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

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

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

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 20\_\_ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

CASEVILLE PUBLIC SCHOOL  
6609 VINE STREET  
BOX 1068  
CASEVILLE, MI 48725

**WORKING AGREEMENT – EXTRA DUTY BUS DRIVER**

NAME \_\_\_\_\_ ASSIGNMENT: EXTRA DUTY BUS DRIVER

THIS AGREEMENT IS MADE ON THE CONDITION THAT THE ABOVE NAMED EMPLOYEE RENDERS SERVICES OUTLINED BY THE BOARD OF EDUCATION OR ITS DESIGNEE, AND FOLLOWS THE PRESCRIBED POLICIES AND PROCEDURES OF THE SCHOOL DISTRICT. EMPLOYMENT HEREIN IS AT WILL AND TERMINABLE BY EITHER PARTY.

APPOINTMENT IS EXPRESSLY FOR ONLY THE EXTRA DUTY (IES) AS DESCRIBED IN EACH, DATED, *TRANSPORTATION REQUEST FORM*, AND ANY EXTENSION OR RENEWAL OR ADDITION OF SIMILAR WORK IS AT THE WILL OF THE PARTIES.

**DUTIES:** EACH EXTRA DUTY IS DESCRIBED ON THE DATED *TRANSPORTATION REQUEST FORM* PROVIDED AS APPENDIX A TO THIS AGREEMENT.

**SALARY OR STIPEND:** SPECIFIED ON *SCHEDULE EXTRA DUTY DRIVER* PROVIDED AS APPENDIX B.

**BEGINNING DATE OF AGREEMENT:** 2010-2011 YEAR. THE AGREEMENT IS REVISED ANNUALLY.

**METHOD OF PAYMENT:** PERIODIC DISTRIBUTIONS: THANKSGIVING, WINTER BREAK, MID-FEBRUARY, SPRING BREAK, END OF SCHOOL YEAR.

PAYMENT WILL BE PURSUANT TO DISTRICT POLICY AND PROCEDURE, AND THE PAYROLL SYSTEM WILL BE USED.. PERFORMANCE OF INDIVIDUAL ASSIGNMENTS MAY BE ANNUALLY AND AGGREGATELY EVALUATED. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES.

**SUPERINTENDENT**

**EMPLOYEE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

**APPENDIX A and B**

**APPENDIX A: *Transportation Request Form***

TRANSPORTATION REQUEST				
SCHOOL				<b>INSTRUCTIONS:</b> 1. A separate request must be submitted prior to each trip and sent to the Transportation Department. 2. Approval must be given prior to each trip by the office and Transportation Department. 3. Canary copy will be returned to the office by Transportation Department following approval or disapproval.
DATE SUBMITTED				
SUBMITTED BY				
▼ THIS SECTION TO BE COMPLETED BY TEACHER/PRINCIPAL ▼				
DESTINATION	DATE OF TRIP		NUMBER OF RIDERS	
GROUP	DEPARTURE TIME FROM SCHOOL		ARRIVAL TIME UPON RETURN	
TEACHER IN CHARGE	CHARGE TO			
COMMENTS: (INCLUDE ALL DIRECTIONS OR SPECIAL INSTRUCTIONS)				
DATE APPROVED	APPROVED BY		TITLE	
▼ THIS SECTION TO BE COMPLETED BY TRANSPORTATION DEPT. ▼				
DATE RECEIVED	DATE ACKNOWLEDGED	VEHICLE <input type="checkbox"/> CAR <input type="checkbox"/> VAN <input type="checkbox"/> BUS <input type="checkbox"/> COACH		ENDING MILEAGE
COMMENTS				BEGINNING MILEAGE
				TOTAL MILEAGE
DATE APPROVED	APPROVED BY		TITLE	DRIVER SIGNATURE
<small>517348 -Hammond &amp; Stephens, Fremont, NE      PINK-TRANSPORTATION      CANARY-TRANSPORTATION (Return to Office)      WHITE-OFFICE      GOLDENROD-TEACHER</small>				

**APPENDIX B: Extra Duty Driver's Pay Schedule**

<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
<b>\$10.83</b>	<b>\$10.94</b>	<b>\$11.05</b>



APPENDIX C

Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



OMB Control Number: 1215-0181 Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A - NOTICE OF ELIGIBILITY]

TO: Employee

FROM: Employer Representative

DATE:

On , you informed us that you needed leave beginning on for:

- The birth of a child, or placement of a child with you for adoption or foster care;
Your own serious health condition;
Because you are needed to care for your spouse; child; parent due to his/her serious health condition.
Because of a qualifying exigency arising out of the fact that your spouse; son or daughter; parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
Because you are the spouse; son or daughter; parent; next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately months towards this requirement.
You have not met the FMLA's 1,250-hours-worked requirement.
You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact or view the FMLA poster located in

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by . (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is/ is not enclosed.
Sufficient documentation to establish the required relationship between you and your family member.
Other information needed:

No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- \_\_\_ Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- \_\_\_ You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- \_\_\_ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_\_ have/\_\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- \_\_\_ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - \_\_\_ the calendar year (January - December),
  - \_\_\_ a fixed leave year based on \_\_\_\_\_
  - \_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
  - \_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

\_\_\_\_\_ at \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617, 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.