

AGREEMENT

by and between

CONCORD COMMUNITY SCHOOLS

and

CONCORD EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/
JCEA/MEA/NEA

Concord, Michigan

September 1, 2010 through August 31, 2011

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AGREEMENT

THIS AGREEMENT, made this 1st day of September, 2010, by and between the **CONCORD COMMUNITY SCHOOLS**, of Concord, Michigan, hereinafter referred to as the Employer, and the **Concord Educational Support Personnel Association/Jackson County Education Association/MEA/NEA**, hereinafter referred to as the Association.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for mutual interest of the Employer, the Employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

Section 1. Scope

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, of the following-described employees of the Employer:

All full-time and regularly scheduled part-time custodial/maintenance and food service personnel, library specialists, secretarial/clerical and aide/paraprofessional personnel, excluding supervisors, Superintendent's secretary, Bookkeeper, confidentials, and all others.

Section 2. Definitions

The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit. The term "full time employee" shall mean an employee who works at least thirty (30) hours a week for a period of at least six (6) consecutive months, or at least 1,100 hours per year, on a permanent basis. The term "regular part time employee" shall mean an employee who is regularly scheduled to work less than thirty (30) hours a week or less than 1,100 hours per year.

The term "substitute" shall mean any bargaining unit member, who works in the place of an absent employee for the absent employee's regularly scheduled hours and assignment.

ARTICLE II MANAGEMENT RIGHTS

The Concord Community School District is in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Association hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; the right to subcontract; selecting and directing the work force, including the right to hire, and to discipline for just cause, determining the number of hours to be worked, including overtime, the right to lay-off employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement.

ARTICLE III NON-DISCRIMINATION

To the extent prohibited by law, the Employer and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, handicap, family relationships, or political belief, nor shall the Employer, nor the Association, its agents or members, to the extent prohibited by law, discriminate against any employee or applicant for employment because of his or her membership or non-membership in the Association.

ARTICLE IV ASSOCIATION REPRESENTATION

Section 1. Stewards

The employees covered by this Agreement will be represented by not more than five (5) Stewards, one from each department as listed in Article X, or in the absence of the regular Steward, by an Alternate Steward in the department. Both Stewards and Alternate Stewards shall be regular full time or part time employees in the bargaining unit. One of the Stewards will be designated the Chief Steward. The Association will notify the Employer in writing of the names of the Stewards, Alternate Stewards and Chief Steward and any changes, and the Employer shall not be obligated to recognize any employee as an Association representative until such notice is received.

Section 2. Association Activities

The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours. There shall be no Association meetings held on Employer property unless authorized in writing by the Employer. Duly authorized representatives of the Association and their respective affiliates who are not employees shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and prior approval is obtained from the Superintendent or his designee.

Section 3. Association Bulletin Board and Mail Service.

The Employer will provide a bulletin board or bulletin board space at the High School, Alternative School of Opportunity, Middle School, and Elementary School. The space may only be used by the Association for posting information and notices pertaining to Association business. The Association may use the school internal mail service and boxes currently available for communication to members.

Section 4. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon prior approval of the Superintendent or his designated representative.

Section 5. Exchange of Information

The parties agree to make available to each other reasonable information so as to assist each in developing intelligent, accurate, informed and constructive proposals for negotiations, together with information which may be necessary for proper processing of any grievance. The Employer will also send a copy of the agenda, if any, of upcoming Board of Education meetings to the Association President.

Section 6. Special Conferences

Special conferences for important matters may be arranged between the local Association President and the Employer upon the request of either party; provided, however, that such special conferences shall be limited to one (1) per calendar month unless otherwise mutually agreed. Special conferences shall be held during non-working hours unless the parties mutually agree otherwise. The purpose of special conferences is to provide a means for communication between the Employer and the Association to discuss important matters of mutual concern outside the grievance procedure.

ARTICLE V

AGENCY SHOP AND PAYROLL DEDUCTION

Section 1. Agency Shop

All employees, as a condition of continued employment shall:

- A. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions, to the Association as established by the Association. Such authorization by an employee shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
- B. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.
- C. **Payroll Deduction**

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.
 2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non members until mid-school year (December, January, February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
 3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
 - (b) The Employer gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 4. The Association shall have complete authority to compromise and settle all claims which it defends under this section.
 5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article V.
 6. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative procedures. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
- D. The Association agrees promptly to advise the Employer of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Employer to fulfill the provisions of this Article. The Employer agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

- E. The Employer shall also make payroll deduction upon written authorization from employees for deductions or any other plans or programs jointly approved by the Association and the Employer. A list of these plans/programs may be secured through the payroll office.
- F. The Employer will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Association agrees to promptly refund such money to the Employer as soon as is practical. In the event of underpayment, the Employer agrees to promptly submit such money to the Association as soon as practical.
- G. If the contract has expired and the Employer has provided the Association with at least thirty days advanced notice after the date the contract has expired the Employer may elect to no longer provide payroll deduction services for dues, assessments and contributions as stated in F., above.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.
- B. A grievance may be filed by the affected employee or group of affected employees. The Association may also file a policy grievance if the alleged violation of this Agreement affects an entire department or the entire bargaining unit. A policy grievance shall be filed at Step 3 within five (5) days after the occurrence of the alleged violation.

Section 2. Procedure

All grievances shall be presented for adjustment and handled in accordance with the following procedure:

STEP 1.

Any employee who believes he or she has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) days after the employee has knowledge of the grievance, or within five (5) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall render his or her verbal decision within five (5) days after the grievance is submitted.

STEP 2.

If the grievance is not settled in Step 1 it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated, be signed by the grieving employee and an Association representative, and be submitted to the immediate supervisor or his designee within five (5) days after the employee has knowledge of the grievance, or within five (5) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall make a written reply within three (3) days after receipt of the written grievance.

STEP 3.

If the grievance is not settled in Step 2, the Association may submit a written request for a meeting with the Superintendent or his designee, which request shall be made within three (3) days after the Association's receipt of the Step 2 decision. The Superintendent or his designee and the Association representative, together with such additional representatives as either party may desire, shall meet and discuss the grievances within five (5) days after the grievance is presented at this step. The Superintendent or his designee shall give a written answer to the Association within five (5) days after the date of such meeting.

STEP 4.

If the grievance is not settled in Step 3, the Association may within ten (10) days after the Employer's Step 3 decision, appeal the grievance to the Board of Education. The Board of Education will give its written answer to the Association within thirty (30) days after receipt of the Association's appeal.

STEP 5.

If the grievance is not settled in Step 4, either party may, within ten (10) days after the Employer's Step 4 decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. The Employer and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator's decision shall be final and binding upon the Association, its members, the employee or employees involved, and the Employer. The arbitrator shall make an award 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. The expenses and fees of the arbitrator shall be shared equally between the Employer and the Association. The parties agree that in cases where a speedy resolution is desirable, the grievance will be submitted for arbitration under the American Arbitration Association's rules for Expedited Arbitration, if there is mutual agreement to do so.

Section 3. Time Periods

The time periods of the grievance procedure shall exclude weekends, holidays, and scheduled school breaks and may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

ARTICLE VII EMPLOYEE DISCIPLINE

Section 1. Discipline

No employee shall be disciplined (reprimanded - written or verbal, suspended, demoted, or discharged) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

An employee who is being disciplined shall be entitled to have an Association representative present if the employee so requests and an Association representative is reasonably available. The Association representative shall notify the employee's immediate supervisor before leaving the employee's assigned job to attend the meeting.

Section 2. Grievances

In the event an employee who has completed his or her probationary period is suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and such employee believes he or she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent or his designee at the Step 3 level of the grievance procedure within three (3) days (excluding weekends and holidays) after such discharge or after the start of such suspension.

When an employee files a grievance with respect to his or her suspension or discharge, the act of filing such grievance shall constitute his or her authorization for the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3. Back Pay

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less any compensation he or she would not normally have earned at other employment during such period. In no event shall an employee be entitled to back pay for any period prior to the date the grievance is filed.

ARTICLE VIII

STRIKES AND LOCKOUTS

Section 1. No Strike - No Lockout Pledge

The Association agrees that neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike (including a sympathy strike) or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the life of this Agreement there will be no lockouts.

Section 2. Violations

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike (including a sympathy strike) or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged as determined by the Employer.

ARTICLE IX
EMPLOYEE EVALUATION AND PROTECTION

Section 1. Evaluation

Each employee shall be evaluated by the employee's immediate supervisor at least annually. Any written evaluation shall be kept in the employee's personnel file and the employee shall receive a copy. An employee may attach a written response to any adverse written evaluation, but no evaluation (written or verbal, adverse or favorable), shall be subject to the grievance procedure. Any discipline which results from an adverse evaluation is subject to the grievance procedure.

Section 2. Employee Records

An employee shall have the right to review the contents of the employee's personnel file, excluding initial references, to the extent permitted by law, including the Michigan Right to Know Law. No material of an adverse nature, including but not limited to student, parental or school personnel complaints, shall be placed in an employee's personnel file unless the employee is given an opportunity to review it and attach a written response. Only authorized personnel shall have access to an employee personnel file.

Section 3. Employee Protection

Any case of assault upon an employee by a student or parents while working shall be promptly reported to the Employer.

The Employer will provide legal counsel to advise the employee of the employee's rights and obligations with respect to such assault. Employees shall be given time off with pay if required to attend any court proceeding related to the prosecution of the student or parent.

ARTICLE X
SENIORITY

Section 1. Definitions

All employees shall hold dual seniority dates. "Unit seniority" shall be defined as an employee's length of continuous employment with the Employer since the employee's last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. "Department seniority" shall be defined as an employee's length of continuous employment with the Employer since the employee's last departmental appointment date. "Last departmental appointment date" shall mean the date upon which the employee first reported for work in the employee's department since which he/she has not quit, retired or been discharged. Employees who change departments shall hold inactive seniority in their previously assigned department. Inactive seniority shall only be used for the purpose of layoff and recall.

"Department" shall mean either:

- (a) Custodial/Maintenance/Mechanic;
- (b) Food Service;
- (c) Secretarial;
- (d) Aide/Paraprofessional;
- (e) Library Specialist

No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves or vacations. Employees shall not accrue unit or departmental seniority during unpaid leaves after twelve (12) months. Employees on

layoff shall continue to accrue seniority as if at work. Regular part time employees shall accrue seniority as full time employees.

Section 2. Probationary Period

All new employees shall be probationary employees until they have completed six (6) months of service, exclusive of any unpaid leaves or layoffs. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him or her for regular employee status. During the probationary period, the employee shall be represented by the Association for all purposes, except the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his or her relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his or her last hiring date.

Section 3. Seniority List

The Employer will maintain an up-to-date seniority list showing the unit and department seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, or same last appointment date, their position on the seniority list shall be determined by casting lots.

Section 4. Loss of Seniority

An employee's seniority and employment shall terminate:

- (a) If he or she quits, retires, or is discharged; or transfers outside the bargaining unit;
- (b) If following a layoff he or she fails or refuses to return to work on the date specified in the recall notice unless he or she presents an excuse acceptable to the Employer; or
- (c) If he or she is absent from work for two (2) consecutive working days without notifying the Employer, unless he or she presents an excuse acceptable to the Employer.

Section 5. Transfers Outside the Bargaining Unit

When a bargaining unit employee is promoted or transfers to a job with the Employer outside the bargaining unit, the employee shall cease to accrue seniority but shall retain the seniority he/she accumulated up to but not beyond the date he/she left the bargaining unit.

Only former bargaining unit members who are employed in positions outside the bargaining unit on or before July 31, 2009, will retain seniority within the bargaining unit.

ARTICLE XI LAYOFF AND RECALL

Section 1. Definition of Layoff

For purposes of this provision a layoff shall be defined as a necessary reduction in the work force as determined by the Employer.

Section 2. Notice of Layoff

No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least ten (10) work days prior to the effective date of the layoff, and no employee shall be temporarily laid off unless the employee shall have been notified of the layoff at least three (3) work days prior to the effective date of the layoff. A temporary layoff is a layoff of limited duration resulting from a strike, epidemic, act of God, power failure, sudden and temporary cash flow problem, or similar reason.

Section 3. Layoff Procedure

In the event of a layoff, the Employer shall first layoff probationary employees in the affected classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified and have the ability to perform the work of the vacant or newly created position. In the event further layoffs beyond probationary are necessary, employees with seniority in the affected classifications shall be laid off in the inverse order of their departmental seniority. Any laid off employee with seniority shall have the right to exercise the employee's seniority to bump the less senior employee within the employee's department provided he/she has the qualifications and ability to perform the work of the employee being bumped. An employee must exercise their right to bump by written notice to the Superintendent or his designee within ten (10) work days after receipt of a layoff notice.

Employees hired on or after July 31, 2009 shall maintain recall rights for three (3) years.

Section 4. Reduction in Work Hours

In the event of a permanent reduction in the work hours within a classification, an employee may claim seniority over another employee in the classification for the purpose of maintaining the employee's normal work schedule, provided he/she has greater departmental seniority than the other employee. In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least five (5) work days written notice to the affected employee. An employee must exercise the employee's seniority rights under this section by written notice to the Superintendent or his designee within three (3) work days after receipt of a reduction in hours notice.

Section 5. Recall

When the work force is increased after a layoff, employees will be recalled by unit seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. Employees shall not be required, however, to accept recall to a department other than that from which they were laid off. An employee, who accepts recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in the employee's former classification.

Section 6. Notice of Recall

Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the 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 the employee's current mailing address. An employee on permanent layoff shall be given at least five (5) work days from receipt of notice to report to work, and an employee on temporary layoff shall be given at least twenty-four (24) hours from receipt of notice, written or verbal, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day or twenty-four (24) hour period.

Section 7. Substitute Priority

A laid off employee shall, upon application and at the employee's option, be granted priority status on the substitute list according to the employee's seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclimation in the food service, secretarial and custodial maintenance departments, the Employer may, however, use established substitutes for immediate short-term work needs of a non-extended duration.

ARTICLE XII

NEGOTIATION PROCEDURES

Section 1. Association Bargaining Committee

Employees covered by this Agreement will be represented in negotiations by members from the bargaining unit and such other Association representatives as the Association shall determine. All bargaining by the parties shall occur during non-working hours unless the parties mutually agree to bargain during the work day. The parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30) and not more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Negotiations

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 Employer and the Association, 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 not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII

VACANCIES AND TRANSFERS

Section 1. Definition of Vacancy

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

Section 2. Posting

All permanent vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) work days. Temporary vacancies may be filled by the Employer without posting. A temporary vacancy shall be defined as a position that exists until the person who occupies the position gives notice that they will not return. In case of an emergency need to fill a position, the posting period may be reduced to three (3) work days. Each posting shall contain the following information:

- (a) Type of work;
- (b) Location of work, if known;
- (c) Starting date, if known;
- (d) Rate of pay;
- (e) Hours to be worked, if known;
- (f) Classification; and
- (g) Minimum requirements.

Copies of postings will be sent to the local Association President prior to posting. Interested employees may apply in writing to the Superintendent or his designee within the five (5) or three (3) day posting period. The Employer shall notify school year employees of vacancies occurring during the school summer vacation period by sending a copy of the posting to each such employee by first class U.S. mail. Employees shall be responsible for keeping the Employer informed of their current mailing address.

Any position which changes by adding more than two (2) hours a day shall be posted.

Any position, which changes enough to go from no benefits to receiving benefits, shall be posted.

Shift changes involving no change in the number of hours or benefits shall be made by the Employer as needed.

Section 3. Filling Vacancies

An employee shall be selected to fill a vacancy based on the employee's qualifications and ability to perform the work. If the qualifications and abilities of two or more applicants are relatively the same, the vacancy will be awarded to the applicant with the most seniority in the department in which the vacancy occurs. Should there be no applicant for the vacancy within the department in which the vacancy occurs, the vacancy shall then be filled by applicants from other departments using the same criteria of qualifications, ability and seniority. If no bargaining unit employee with the minimum qualifications for the vacancy applies, the vacancy may be filled with a non-bargaining unit employee or a new hire. The Employer shall make known to each applicant its decision as to which applicant has been selected to fill a posted position. An employee may bid on a vacancy within the employee's existing classification, but the right to make such a lateral bid shall not in any way affect the Employer's right to transfer employees from one position to another within a classification at any time at its sole discretion. An employee shall be entitled to make only one lateral bid within a twelve (12) month period.

Section 4. Trial Period

In the event of a transfer or promotion to a new classification, the trial period shall be up to thirty (30) days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show their ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to the employee's former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.

Section 5. Temporary Transfers

The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. Any employee so transferred and substitutes in place of the absent worker, shall be paid the regular rate for that classification or the employee's regular rate, whichever is greater.

ARTICLE XIV WORKING CONDITIONS

Section 1. Supervision

Employees shall be informed of the following:

- (a) Their immediate supervisor;
- (b) The person whom they should notify in case of illness, accident, etc.; and
- (c) The person in charge of the employee's work area or building when the employee's immediate supervisor is physically absent from such work area or building.

Section 2. Facilities

The Employer shall provide adequate rest areas, lounges, and restrooms for employee use. Existing facilities are adequate.

Section 3. Safety

Employees shall not be required to work under conditions which pose an imminent threat to their health, safety or well-being. The Employer will provide for each employee such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 4. Tool Allowance

When an employee is required by the Employer to use his own tools, the Employer will replace any tools that are broken or stolen.

Section 5. In-School Suspensions

Except for supervisory aides, bargaining unit members shall not be responsible for day- to-day supervision of students who are assigned to an In-School Suspension and after school detention. The expectation that a Secretary will attend to a student, who has for some reason been excluded from a classroom, shall be held to the time necessary to call the students' presence to the attention of the Employer.

Section 6. Least Restrictive Environment

In the event that the Employer is to provide services to medically fragile special education students in a least restrictive environment, the parties agree to bargain any issues relating to working conditions.

Section 7. School Improvement Plans

The following applies to the School Improvement Process and Plans generated as a result of P.A. 25 (1990):

- (a) Decisions made by school improvement committees shall not violate the terms of the Master Agreement between the parties.
- (b) The Employer may direct an employee to participate on a school improvement team during the employee's established workday. The employee's work day may be adjusted so as to allow for participation without exceeding the eight (8) hour workday.
- (c) The parties acknowledge that any committee participation beyond the established workday and the established exceptions to such, shall be strictly voluntary.
- (d) An employee's voluntary participation or non-participation as per item (c) above, shall not be valid criteria for discipline or discharge.

Section 8. ESEA Language

- A. All Title I and Instructional Aides must be "Qualified" and meet all NCLB requirements to be employed by the Employer.
- B. If a paraprofessional has been determined by the Michigan Department of Education as meeting the requirements of the ESEA, then he/she shall be considered by the Employer as meeting the requirements.

ARTICLE XV

HOURS AND COMPENSATION

Section 1. Work Week

The normal work week shall consist of up to forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week. The normal workweek for all employees hired after July 31, 2009, shall be at the discretion of the superintendent.

Section 2. Overtime

Employees who work in excess of forty (40) hours per week, shall receive overtime pay at a rate of one and one-half (1 1/2) times the employee's regular rate of pay for all overtime hours worked in said work week. Employees shall receive overtime pay at the rate of double times the employee's regular rate of pay for all hours worked on Sundays and double time and one-half for all hours worked on holidays. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one-half.

The Employer may alter an employee's shift by up to one (1) hour provided forty-eight (48) hours written advance notice is given to the employee, except for emergencies.

The Employer may alter an employee's shift by more than one (1) hour provided two (2) weeks written advance notice is given to the employee. Said shift changes shall begin on a normal work week, and shall be at least one (1) week in duration.

The written advance notice requirements in the paragraphs above are to be considered minimums and the Employer agrees to give as much additional notice as possible.

Section 3. Assignment of Overtime

Overtime hours shall be divided as equally as is reasonably possible among employees in the same classification in their building. Initially this shall be established on the overtime list by seniority for the purpose of initiating overtime distribution. A list showing the overtime hours worked and/or charged during the preceding six (6) months will be posted on the appropriate bulletin board on each June 30 and December 31 during the term of this Agreement. An employee who refuses to work overtime shall be charged with the overtime hours he or she would have worked for purposes of maintaining equitable distribution to employees.

Section 4. Extra Time

A. Extra time is defined as time needed for extra work that is not a part of an employee's regularly scheduled job assignment. This extra work is incidental and not intended to reduce any current employee's work schedule. Extra time will be offered to employees (in order of seniority) in the same classification. If no employee in the classification is available, the Employer may employ a person on a temporary basis to do the extra work.

B. Extra Work – Rotation for Cafeteria

For the purpose of selecting employees to cover absences (i.e. sick days, personal days, vacation, etc.) and/or extra events (i.e. luncheons, breakfasts, etc.), the procedure in the cafeteria will be as follows:

For cafeteria employees, extra work will be filled on a rotating basis by seniority. Whether accepted or rejected, the next opportunity for extra work will be offered only after the seniority list rotation has fully rotated, in a descending order to the next senior employee, and continued until the lowest senior employee has the opportunity for extra work. Once at the bottom of the seniority list, it will rotate back to the top and begin again.

C. Summer Work

Summer work that becomes available will be offered first, by District seniority, to those employees in the bargaining unit, if qualified, who are not working their regular job. It is understood that the hours worked will not count to qualify for benefits.

Section 5. Lunch Period and Breaks

All employees shall be guaranteed a minimum of thirty (30) minute duty-free unpaid lunch period. All employees working six (6) to eight (8) hours per day will be entitled to two fifteen (15) minute relief times. Employees working three (3) hours, but less than six (6) hours per day shall receive one fifteen (15) minute relief time. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every three (3) hours worked. An individual employee and his or her supervisor may mutually agree to vary lunch and relief times, provided the supervisor may at any time revoke such agreement. Employees in a particular work area shall be allowed to waive the lunch period if scheduled such that one hour or less remains in the scheduled work day and leave the work-place thirty (30) minutes early, provided such waiver does not cause an increase in remaining employees workload. Employees must remain on district property during all paid breaks unless advanced permission is granted by the employee's supervisor.

Section 6. Acts of God

Nothing in this Agreement shall require the Employer to keep office - school and administration - open in the event of inclement weather, or when otherwise prevented by an Act of God.

When the schools are closed to students due to the above conditions, employees in the Food Service, Secretarial/Clerical, part-time Custodial/Maintenance, and Aide/Paraprofessional Departments shall not be required to report to their job assignments. These employees shall be paid for up to three (3) snow days.

Employees in the Custodial/Maintenance Departments shall be required to report to their job assignments when schools are closed as soon as the employees are reasonably able to report.

Should the Employer extend the school year in order to meet the requirements under law for "State Aid", employees in the Food Service and Aide/Paraprofessional Departments shall be expected to work the additional rescheduled student instruction days. Compensation for said days shall be at their regular rate of pay.

Section 7. Mileage

Employees shall be reimbursed at the rate per mile, equal to that determined by Internal Revenue Service for the current year when requested to use personal vehicles on the job. The Employer shall provide a vehicle to transport food. If the vehicle is unavailable, the employee will be paid three dollars (\$3.00) per day to use their personal vehicle.

Section 8. Wages

The job classifications and wage rates applicable thereto are set forth in Appendix A, attached hereto, and by this reference made a part hereof. The Employer shall make provisions for all bargaining unit employees to elect to spread their pay over twenty-six (26) pays on a deduct basis.

Section 9. Rates for New Jobs

If, during the life of this Agreement, a new job classification is created which is covered by this Agreement, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate, the Association shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classifications. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall be permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Association has served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at Step 3 thereof.

Section 10. Athletic Passes

Bargaining unit employees shall be provided athletic passes for themselves and their spouse. (Admit one [1] only or Admits two [2] only [for employees with spouses].)

Section 11. Retirement Pay

Upon retirement, employees shall be entitled to payment at their current rate for fifteen percent (15%) of unused sick leave up to a maximum of one hundred thirty (130) days. However, all employees hired after July 31, 2009, shall be entitled to payment at their current rate for fifteen percent (15%) of unused sick leave up to a maximum of one hundred ten (110) days.

Section 12. Opening/Closing of Buildings

Employees called in to "open" or "close" a building because of an alarm call and/or other emergencies will be paid a minimum of two (2) hours.

Section 13. Work Year

Secretaries shall work a minimum of ten (10) days prior to and ten (10) days following the teachers starting and ending days, respectively.

Section 14. Professional Development Days

Two (2) Professional Development Days for all employees covered by this contract will be provided by the Employer in the 2010-2011 school year. These days will be scheduled by the Superintendent after consultation with the Association.

To receive payment for any Professional Development Day, the employee must be in attendance and no paid leave day may be used to cover missed attendance of a Professional Development Day.

ARTICLE XVI LEAVES OF ABSENCE

Section 1. Unpaid Leaves

The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family medical Leave Act. All unpaid leaves shall be cumulative within and not in addition to other applicable leaves provided for in this Agreement.

A. Granting and Extension

Leaves of absence without pay or benefits may be granted for up to one (1) year upon written request from an employee. Such leaves may be extended by the Employer upon written request of the employee.

B. **Request for Leave**

Requests for unpaid leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of the leave.

C. **Return from Leave**

Seniority permitting, an employee returning from an unpaid leave of absence shall be reinstated to the classification he/she held when the leave began, provided the classification still exists. An employee shall not be entitled to return from leave before the scheduled return date without the consent of the Employer.

D. **Other Conditions of Unpaid Leaves**

1. Paid sick leave shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
2. All fringe benefits paid by the Employer will cease at the commencement of the unpaid leave, but the employee may, at the employee's option, continue medical and dental insurance during the leave to the extent permitted by the insurer by full payment of the cost thereof in advance to the Employer on a monthly basis.
3. In order to facilitate planning an efficient operation of the school, employees on extended leaves must notify the Employer in writing at least thirty (30) days prior to the scheduled return date of their intent to return to work as scheduled.
4. An employee who fails to return to work on the scheduled return date shall be considered a voluntary quit.

E. **Child Care Leave**

An unpaid leave of absence for up to one (1) year will be granted to employees upon request for the purpose of child care following the birth or adoption of a child. The provisions of paragraphs A., B., C., and D. above shall apply to child care leave.

F. **Military Leave**

The Employer shall comply with the provisions of the Selective Service Act, with respect to leave of absence due to military service, including National Guard duty.

G. **Association Leave**

Employees who are elected or appointed delegates to attend Association conventions and conferences will be granted leave without pay to attend, provided reasonable advance notice is furnished to the Employer; and provided further, only two (2) employees shall be on such leave at any one time and the aggregate number of days for such leave for all employees shall not exceed five (5) days in any calendar year.

H. **Exhaustion of Paid Sick Leave**

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one year, inclusive of paid sick leave used. Such leave may be extended at the discretion of the Employer upon request of the employee. The provisions of paragraphs A., B., C., and D. above shall apply to such extended unpaid sick leave.

I. **Family and Medical Leave Act (FMLA)**

For Employees who meet the qualifications of the Family and Medical Leave Act (FMLA):

Leave may be designated by the employee and/or the Employer as leave under FMLA. Employees are subject to follow all rules and regulations of FMLA and the policy of the Employer as adopted in regards to FMLA use within the guidelines established by FMLA.

When the leave is foreseeable, the employee shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of unforeseeable events, the employee shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for the leave. Failure to follow the leave notice requirements above or as required for FMLA may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures of the Employer.

The Employer reserves the right to require the employee to provide medical certification of the employee's need for the leave due to personal illness or injury, or for immediate family members.

An employee's accumulated sick time will run concurrent with any FMLA leave. If the employee exhausts FMLA and all accumulated sick time during the course of any rolling annual period, the employee will have the option to apply for an unpaid leave found within Section 1 of this Agreement.

Section 2. Paid Leave

A. **Sick Leave**

Every full time and regular part time employee with unit seniority shall be granted eleven (11) work days of paid sick leave for each year of this Agreement, which days shall accrue monthly, prorate based, on the employee's work year. Three (3) days will be advanced after the first day of employment in each year of this Agreement. Such sick leave allowance may be used by an employee for the following reasons:

1. When incapacitated to perform the employee's duties due to sickness or injury, including disability due to pregnancy.
2. An employee may take a maximum of five (5) days per event of serious illness in the employee's immediate family. (Immediate family for the purpose of this section shall be defined as an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents and grandchildren and shall also include a person for whom the bargaining unit member is a court appointed guardian. Additional days per occurrence, if needed and available in the employee's personal leave day bank, shall be subject to the regulations of the Family Medical Leave Act (FMLA).

3. **Medical and Dental Appointments**

- (a) An employee shall notify the employee's supervisor at least two (2) hours before the regular start of work or as soon thereafter as the employee's circumstances will permit, if he or she is going to be absent for reasons chargeable to sick leave. Such notice must be given to receive paid sick leave.
- (b) An employee must actually work or be on paid vacation, paid sick leave, or worker's compensation leave for ten (10) or more work days in a calendar month to accumulate sick leave for such month.

- (c) Employees may accumulate paid sick days up to a maximum of one hundred fifty (150) days. All employees hired after July 31, 2009, may accumulate paid sick days up to a maximum one hundred twenty (120) days.
4. An employee shall not be eligible for paid sick leave if his or her illness or injury is attributable to causes stemming from the employee's employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, if the employee is, as a result, receiving worker's compensation.
 5. Sick leave will not be abused and a medical certificate may be required to substantiate an illness when the Employer has cause to believe that this leave is being abused. When returning from sick leave due to a serious illness or injury the Employer may require a medical certificate that the employee is able to return.
 6. Sick time shall not be used to compensate an employee beyond their regularly scheduled time.
 7. The Employer is in agreement with the JCEA/MEA and Concord Educational Support Personnel Association members to donate unused sick days to an Association member who has exhausted their sick days, due to extended illness. This is strictly voluntary on the part of Association members and will be used in only extreme cases of illness.

Upon request of the sick person, the Superintendent and Concord Educational Support Personnel Association president will determine if loaned days will be offered.

It is also understood that a member who is in this situation is limited to borrowing up to one hundred twenty (120) sick days, or a combination of the number of sick days used in a given year, plus loaned days equal to one hundred twenty (120) days, whichever allows for the least amount of days needed to be loaned.

B. **Funeral Leave**

An employee will be granted up to five (5) days with pay, not chargeable to sick leave, to attend the funeral of a member of the employee's immediate family (the immediate family for this purpose shall be defined as an employee's current spouse, children, grandchildren, parents, parents-in-law, brother and sister, son-in-law and daughter-in-law).

Up to three (3) days with pay, not chargeable to sick leave, shall be granted to an employee to attend the funeral of a member of the extended family (the extended family for this purpose shall be defined as brother-in-law, sister-in-law, and grandparents and shall also include a person for whom the bargaining unit member is a court appointed guardian. Two additional days, chargeable to sick leave, shall also be allowed for this purpose. Two (2) days per year (one [1] per death), chargeable to sick leave, will be granted to attend the funeral of a personal friend of the employee.

C. **Personal Leave**

Each full time and regular part time employee with seniority shall be entitled to three (3) paid personal days per year, provided the employee submits a written request to the Superintendent or his designee at least twenty-four (24) hours prior to the start time of the requested leave day. Personal leaves shall not be used on the day preceding or the day following a scheduled school holiday, but this condition may be waived on an emergency basis by the Superintendent. Unused personal leave days will be added to accumulated sick leave the last day of August of each year of this Agreement.

D. **Jury Duty Pay**

A full time employee, upon completion of the employee's probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he or she reports for or performs jury duty and on which he or she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he or she receives from the Court as daily jury duty fee and what he or she would have earned from the Employer on that date at his or her regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he or she shall promptly return to work. In order to receive the payment above referred to, an employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that he or she reported for or performed jury duty on the days and to the extent for which he or she claims such payment, and produce satisfactory evidence as to the amount he or she was paid by the Court for such jury duty. In the event a bargaining unit member assigned to a night shift is summoned to serve on jury duty, the total of duty and work time per day shall not exceed eight hours, except as required by the Court being served at the time of the duty and the employee shall not suffer a reduction in the employee's pay. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

E. The Association shall have up to ten (10) days, paid by the Employer, to be used by members who are officers or agents of the Association. Such use to be at the discretion of the Association with the approval of the Employer. The Association agrees to notify the Employer no less than forty-eight (48) hours in advance of taking such leave. In the event that more than one (1) member of the Concord Educational Support Personnel Association is elected MEA R.A. Delegate, a memo of understanding will be developed to grant the Association up to five (5) additional days paid leave.

ARTICLE XVII
VACATIONS AND HOLIDAYS

Section 1. Vacations

A. **Scheduling**

Eligible employees shall receive paid vacation time. Vacation time may be used by eligible employees at times of the employee's choosing, except eligible employees may not take vacation when school is in session without the approval of the Superintendent, or supervisor, and except where more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times. In the latter instance, the affected employee having the greater unit seniority shall be granted the employee's preferred vacation date(s).

B. **Eligibility**

1. Fifty-two (52) week full time employees, beginning with July 1st following their first six (6) months of employment, shall earn vacation time as follows:
 - (a) Vacation earned for the first and second years of service - five (5) days each year.
 - (b) Vacation earned for the third through eighth year of service - ten (10) days each year.
 - (c) Vacation earned for the ninth through thirteenth year of service - fifteen (15) days each year.
 - (d) Vacation earned for the fourteenth year and each year thereafter - twenty (20) days each year.
 - (e) Increase number of vacation days for full year employees by one (1) each year beginning with their twentieth (20th) year of service to the Employer. Vacation earned for the twentieth (20th) year of service shall be twenty (20) days, plus one (1) additional day, continuing with one (1) additional day until the total is twenty-five (25) days.

For example:

Twenty (20) years of service = Twenty (20) vacation days, plus One (1) additional day =
Twenty-one (21) vacation days;

Twenty-one (21) years of service = Twenty-one (21) vacation days, plus One (1)
additional day = Twenty-two (22) vacation days, etc.

2. All Fifty-two (52) week full time employees hired after July 31, 2009, will be granted vacation time as follows:
 - (a) Vacation earned for the first and second years of service - five (5) days each year.
 - (b) Vacation earned for the third through eighth year of service - ten (10) days each year.
 - (c) Vacation earned for the ninth through thirteenth year of service - fifteen (15) days each year.
 - (d) Vacation earned for the fourteenth year and each year after - twenty (20) days each year.

C. **Holiday During Vacation**

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

D. **Illness During Vacation**

If an employee becomes ill, and is under the care of a duly licensed physician during the employee's vacation, the employee's vacation may be rescheduled at the employee's request.

E. **Accrued Vacation Pay**

Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay.

F. **Carry-over Limit**

Employees may not carry-over more than ten (10) vacation days from one year of this Agreement to the next.

Section 2. Holidays

A. Fifty-two (52) week employees shall have the following days off with pay:

Friday before Labor Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Spring Break Day 1
Day after Thanksgiving	Spring Break Day 2
Christmas Eve Day	Memorial Day
Christmas Day	July 4 th
New Year's Eve Day	

B. The paid holidays shall be as follows for full-time and regular part-time employees:

Labor Day	New Years Eve Day
* Thanksgiving Day	* New Years Day
* Day After Thanksgiving	* Good Friday
Christmas Eve Day	* Memorial Day
* Christmas Day	

Those days marked with "*" shall be paid holidays for all part-time employees.

Holiday pay shall be the regularly scheduled hours of each employee. Should the day off fall on Saturday or Sunday, either Friday or Monday shall replace that day. When a holiday is observed by the Employer while an employee is on allowable sick leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked. In order for an employee to receive payment for a holiday, the employee must work their regularly scheduled work day directly before and after the holiday unless the employee has chosen to utilize vacation time.

ARTICLE XVIII
INSURANCE

Fifty-two (52) week and full-time employees shall have insurance, under either MESSA PAK Plans A or B. For the 2010-2011 school year, the Employer will pay Fifteen Thousand One Hundred Ninety-One and 71/100 (\$15,191.71) toward PAK A.

The Employer and the members will equally share the cost of the increase in insurance up to ten percent (10%) each year. An increase in insurance cost above ten percent (10%) per year will be paid by the employee. Insurance protection shall be for a full twelve (12) month period for the employee and the employee's entire family (as applicable). Employees must elect coverage under either Plan A or Plan B.

Example: If the increase for MESSA Choices II in 2010-2011 is nine percent (9%), the Employer will pay four and one-half percent (4.5%) and members will pay four and one-half percent (4.5%) of the increase. In the event that the increase is greater than ten percent (10%), the Employer will pay five percent (5%) and the members will pay five percent (5%) of the amount of the increase over five percent (5%).

PLAN A

MESSA CHOICES II:	\$200/\$400 Deductible, \$20 Office Visit, \$10.00 / \$20.00 Preferred Rx Prescription Rider
DENTAL (Delta):	80/80/80: (COB): \$1,000 Max 80: \$1,300 Lifetime Max
NEGOTIATED VISION:	\$15,000 AD&D VSP-2
MESSA Long Term Disability:	66 2/3, \$3,000 Max 90 Calendar Day Modified Fill

Members will contribute Fifty-One Dollars and 45/100 (\$51.45) per pay contribution for twenty-six (26) pays.

PLAN B

For Employees Not Needing Health Insurance

DENTAL (Delta Plan E-07):	(80/80/80) COB SAME AS ABOVE
NEGOTIATED LIFE	\$20,000 AD&D
VISION CARE PLAN	VSP- 3
MESSA Long Term Disability	66 2/3, \$3,000 Max 90 Calendar Day Modified Fill

Full-time employees must elect either Plan A or Plan B as provided.

Full-time employees electing not to enroll in Plan A with health insurance, provided above, shall have Three Hundred and No/100 Dollars (\$300.00) per month provided to be placed in a Tax Sheltered Annuity or available MESSA Options or a cash option.

Part-time employees shall have Twenty Thousand and No/100 Dollars (\$20,000) MESSA Life Insurance fully paid for by the Employer.

The Employer shall establish a Section 125 Plan.

Bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth above, except as follows:

1. Where spouses are both employed by the Employer, one employee may select Plan A of coverage and the other Plan B.
2. An employee who, for any reason, retains group health insurance coverage with coordination of benefits from any source other than the health insurance provided by virtue of this Agreement, and his or her

employment with Employer, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage. The employee may select Plan A above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B above. Every employee shall annually verify, in writing, the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XVIII of the Master Agreement between the Concord Community Schools and Concord Educational Support Personnel Association/Jackson County Education Association/MEA/NEA is the only group health insurance coverage, with coordination of benefits, that I retain or am eligible to receive benefits from.

Date: _____
Signature of Employee

ARTICLE XIX ANNEXATION, CONSOLIDATION

During the life of this Agreement, if annexation, consolidation or the boundaries of the School District change, the Employer agrees to notify the Association in advance so the Association may bargain the affects of that change on its members prior to implementation.

ARTICLE XX GENERAL

Section 1. Savings Clause

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 2. Entire Agreement

No agreement, practice, or understanding contrary to this collective bargaining Agreement, nor alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing.

ARTICLE XXI MISCELLANEOUS PROVISIONS

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its terms set forth herein or until altered by an expressed written agreement between the parties and which have not been fully or adequately negotiated between them. When such matters arise the parties agree to meet promptly, upon the request of either, in an effort to resolve same.
- B. It is expressly understood that neither party shall be required to agree to a modification of the collective bargaining Agreement.
- C. Should the parties reach mutually acceptable amendment, modification or addition to the Agreement, same shall be set forth in writing and be subject to ratification by the Employer and the Association.

ARTICLE XXII
DURATION OF AGREEMENT

Except as specifically provided herein, this Agreement shall become effective as of the 1st day of September 2010, and shall remain in full force and effect until the 31st day of August 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement the 1st day of September 2010.

The Employer:

CONCORD COMMUNITY SCHOOLS

By: _____
Rita Dawson, School Board President

By: _____
Caryn Brandonisio, School Board Secretary

By: _____
Terri Mileski, Superintendent

The Association:

CONCORD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION / JCEA / MEA / NEA

By: _____
Pamela Schultz, JCEA, President

By: _____
Susan Foster, Concord ESP, President

By: _____
Jonathan Harmon, MEA, UniServ Director

By: _____
Amanda Krause, Concord ESP, Team Member

APPENDIX A
WAGE SCHEDULE

**HOURLY RATES
2010-2011**

CLASSIFICATION	0-6 Months	6-12 Months	12 + Months
Maintenance	19.25	20.32	21.40
Maintenance Assistant	16.30	17.29	18.09
Bus Mechanic	18.62	19.65	20.69
Custodian	13.32	14.07	14.80
Cook/Server	10.47	11.06	11.64
Kitchen Aide	9.68	10.22	10.75
Library Specialist	12.38	13.08	13.76
Aides	9.68	10.22	10.75
Aides (required to be Highly Qualified)	11.58	12.21	12.85
Secretary	15.08	15.90	16.74

The Employer will provide an off-the-salary-schedule incentive of one percent (1%) as a one-time bonus.

All new hires in the above classifications shall earn ten percent (10%) less for the first six (6) months and five percent (5%) less for the second six (6) months.

Longevity Payment: The Employer shall continue to pay longevity payments according to the following schedule for all employees hired **before** July 31, 2009.

All Regularly Scheduled Employees Years of Service as of January 1	Longevity Bonus payable on or before 12/31
4	\$300.00
6	\$400.00
8	\$500.00

Longevity Payment: All employees hired **after** July 31, 2009, shall be paid longevity according to the following schedule.

All Regularly Scheduled Employees Years of Service as of January 1	Longevity Bonus payable On or before 12/31
5	\$250
10	\$500

APPENDIX B
GRIEVANCE FORM

Concord Education Support Personnel Association

Name of Grievant: _____ Assignment: _____

Submit to your immediate supervisor. Keep one copy for your own reference. Refer to your Master Agreement for time limits.

Steps I & II

Date cause of Grievance occurred: _____

Statement of Grievance: _____

Relief sought: _____

Grievant Date

Response of immediate supervisor: _____

Supervisor Date

Step III

This grievance is submitted to Step III for consideration by the Superintendent because:

_____ The Step II response was unsatisfactory.

_____ There was no timely Step II response.

Additional Information: _____

	_____ Grievant	_____ Date
_____ Chief Steward	_____ Date	_____ President
		_____ Date

Response by Superintendent: _____

_____ Superintendent	_____ Date
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Step IV

This grievance is submitted to Step IV for consideration by the Board of Education because:

_____ The Step III response was unsatisfactory.

_____ There was not timely Step III response.

Additional Information: _____

	_____ Grievant	_____ Date
_____ Chief Steward	_____ Date	_____ President
		_____ Date

Response by the Board of Education: _____

_____ Board of Education Rep.	_____ Date
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ARTICLE XXII
DURATION OF AGREEMENT

Except as specifically provided herein, this Agreement shall become effective as of the 1st day of September 2010, and shall remain in full force and effect until the 31st day of August 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement the 1st day of September 2010.

The Employer:

CONCORD COMMUNITY SCHOOLS

By: Rita A. Dawson
Rita Dawson, School Board President

By: Janet Beilfuss
Janet Beilfuss, School Board Secretary

By: Teri Mileski
Terri Mileski, Superintendent

The Association:

**CONCORD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION / JCEA / MEA / NEA**

By: Pamela Schultz
Pamela Schultz, JCEA, President

By: Susan Foster
Susan Foster, Concord ESP, President

By: JH
Jonathan Harmon, MEA, UniServ Director

By: Amanda Kraus
Amanda Kraus, Concord ESP, Team Member