

Tentative Agreement
between the
Chippewa Valley Support Personnel Association; MEA/NEA Local 1
and the
Chippewa Valley School District

It is agreed that all provisions of the 2018-20 Collective Bargaining Agreement remain in full force and in effect with the following modifications as indicated below and upon ratification by both parties be effective July 1, 2020 and continue in effect through June 30, 2021.

SALARY:

The 2018-2020 salary schedule will be increased by 3% (see attached).

For the 2020-21 school year bargaining unit members currently eligible for a step shall receive one step.

Those currently on Step 8 will receive a 2% lump sum off schedule payment on their base salary on November 15, 2020.

Article 1 – Recognition A

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units herein described. The bargaining unit includes the following permanent, full-time and part-time employees, Custodial Leader, Custodian, Custodian II, Elementary Head Custodian, Middle School Head Custodian, High School Head Custodian, Skilled Maintenance, Skilled and General Maintenance Leader, General Maintenance, Grounds Mechanic, Grounds Leader, Grounds II, Groundsman, **GROUND/CUSTODIAN**, Head Custodian/Warehouse, Warehouse Helper, ~~Laborer~~, Head Mechanic, Mechanic, Bus Drivers, Central Kitchen Coordinator, Central Kitchen Assistant, High School Lead Server, Middle School Lead Server, Elementary School Lead Server, Food Service Helper and Food Handler/Custodian excluding but not limited to: Supervisors, Coordinators, Directors, Substitutes, seasonal and any other temporary or part-time employee(s), as well as any other non-certified and certified personnel not herein named.

Article 1 – Recognition-B-1

1. Seasonal and Temporary Employees - All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include but not be limited to Acts of God, disasters, and situations of emergency, etc. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature. **EMPLOYEES WHO APPLY FOR SEASONAL OR TEMPORARY WORK FURTHER UNDERSTAND THAT THIS IS A SEPARATE POSITION, NOT INCLUDED UNDER THIS COLLECTIVE BARGAINING AGREEMENT AND THEREFORE, ARE NOT ENTITLED TO ADDITIONAL BENEFITS I.E. VACATION TIME, HOLIDAY PAY.**

Article 3-Representation A-1-4

1. Custodial – ~~Three (3) Representatives~~
2. Maintenance and Grounds – ~~One (1) Representative~~
3. Mechanics and Transportation – ~~Three (3) Representatives~~
4. Food Service – ~~Three (3) Representatives~~

Article 5 – Seniority

A. Probationary Employees

New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first sixty (60) working days of their job assignment. **UPON MUTUAL AGREEMENT THE PROBATION PERIOD MAY BE EXTENDED BEYOND SIXTY (60) WORKING DAYS, BUT NO MORE THAN NINETY (90) WORKING DAYS. THE EMPLOYEE AND UNION WILL BE NOTIFIED IN WRITING IF IT IS EXTENDED PRIOR TO THE EXPIRATION OF THE FIRST SIXTY (60) DAYS.**

Article 6 – Vacancies, Transfers and Promotion (A)

Vacancies Vacancies are defined as bargaining unit position(s) or newly created positions that remain unfilled after all the assignments and reassignments are completed by the employer. Permanent, full-time or part-time vacancies in the bargaining unit will be posted **ON-LINE** within five (5) working days for a period of five (5) working days, setting forth the minimum requirements for the position. During the summer months, the Association President will have forwarded to him/her copies of each vacancy posted. ~~Employee(s) wishing to be notified in the summer months of vacancies must provide the Personnel Office with self-addressed stamped envelope(s) for the purpose of receiving vacancy notices during the summer months.~~ Posted position(s) will attempt to include the minimum qualifications and factors to be considered for said vacancies. All positions shall be posted as identified above and shall include the following information:

Article 6 – Vacancies, Transfers and Promotion (A)

BUS DRIVERS All known summer bus routes will be posted prior to the end of the school year whenever possible. Any driver interested in summer work must sign up on appropriate forms furnished by the employer at least four (4) weeks prior to ~~the end of the school year~~ June 30 and be available for the duration of the route, **EXCEPTIONS MAY BE MADE WITH A VALID REASON AND IF MUTUALLY AGREED UPON**, on which they bid and/or are assigned. **VACATIONS ARE NOT A VALID REASON.**

Article 6 – Vacancies, Transfers and Promotion B, 9- NEW

9. **TRANSFERS SHALL TAKE PLACE WITHIN 30 WORKING DAYS FROM THE TIME IN WHICH THE EMPLOYEE IS AWARDED THE POSITION. IF THE EMPLOYEE IS UNABLE TO BE MOVED TO THE NEW POSITION AFTER 20 WORKING DAYS, THE EMPLOYEE SHALL BE PAID AT THE NEW RATE OF PAY AND BENEFITS, IF APPLICABLE.**

Article 6 – Vacancies, Transfers and Promotion C,8- NEW

8. **PROMOTIONS SHALL TAKE PLACE WITHIN 30 WORKING DAYS FROM THE TIME IN WHICH THE EMPLOYEE IS AWARDED THE POSITION. IF THE EMPLOYEE IS UNABLE TO BE MOVED TO THE NEW POSITION AFTER 20 WORKING DAYS, THE EMPLOYEE SHALL BE PAID AT THE NEW RATE OF PAY AND BENEFITS, IF APPLICABLE.**

Article 6 – Vacancies, Transfers and Promotion -F

- F. All employees are encouraged to train and prepare for promotional opportunities. **WITH PRE-APPROVAL FROM THE SUPERVISOR, THE EMPLOYER WILL PROVIDE UP TO 6 HOURS ANNUALLY, NOT TO EXCEED 2 HOUR INCREMENTS FOR TRAINING OPPORTUNITIES/PROFESSIONAL DEVELOPMENT, UNLESS APPROVED BY THE SUPERVISOR.**

Article 6 – Vacancies, Transfers and Promotion I

- I. If any additional temporary summer help is needed, ten (10) month employee(s), according to the most senior qualified on a rotation basis shall be given consideration for employment provided they have signed up four (4) weeks prior to the end of the school year (**JUNE 30TH**) with the ~~Personnel~~ **HUMAN RESOURCES** Department. It is understood that any employee hired will be paid the prevailing rate for summer assignments. **EMPLOYEES WHO APPLY FOR SEASONAL OR TEMPORARY WORK FURTHER UNDERSTAND THAT THIS IS A SEPARATE POSITION, NOT INCLUDED UNDER THIS COLLECTIVE BARGAINING AGREEMENT AND THEREFORE ARE NOT ENTITLED TO ADDITIONAL BENEFITS I.E. VACATION TIME, HOLIDAY PAY.**

Article 7 – Hours of Work (A)-2A

FOR 12 MONTH EMPLOYEES, THE EMPLOYER AGREES TO PAY TIME AND ONE HALF FOR ANY TIME IN EXCESS OF FORTY (40) HOURS WORKED PER SCHEDULED WORK WEEK when approved by the immediate supervisor. Holidays, inclement weather days, ~~and/or~~ vacation days or **PERSONAL BUSINESS DAYS** shall be considered time worked for overtime purposes.

FOR 10 MONTH EMPLOYEES, THE EMPLOYER AGREES TO PAY TIME AND ONE HALF FOR ANY TIME IN EXCESS OF EIGHT (8) HOURS WORKED PER WORK DAY OR FORTY (40) HOURS PER SCHEDULED WORK WEEK when approved by the immediate supervisor. Holidays, inclement weather days ~~and/or~~ vacation days or **PERSONAL BUSINESS DAYS** shall be considered time worked for overtime purposes.

~~The employer agrees to pay time and one-half for any time in excess of forty (40) hours worked per scheduled work week for 12 Month Employees. and For 10 Month Employees THE EMPLOYER agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours worked per scheduled work week when approved by the immediate supervisor. Holidays, inclement weather days and/or vacation days PRE-APPROVED LEAVE(S) shall be considered time worked for overtime purposes.~~

Article 7 – Hours of Work A,2,B

- b. Time and one-half will be paid for Saturday and holidays not listed below, except when a shift starts on Friday and continues into Saturday or starts on a regular work shift and continues into a holiday. ~~Bus Drivers will receive time and one-half for routes that are worked on non-paid national holidays.~~

Article 7 – Hours of Work A,2,G

- g. If an employee is absent from their work assignment on the last scheduled regular workday of the week, he/she will not be eligible for overtime occurring over the weekend. Exceptions may be made to pre-approved **VACATION AND** personal business (**EXCLUDING EMERGENCY PERSONAL**

BUSINESS) days,-however, time will not be paid as overtime unless the employee exceeds forty (40) hours worked in the work week.

Article 7 – Hours of Work A,3, H

h. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new up-dated **OVERTIME** ~~overtime~~ list will

Article 7 – Hours of Work – B 10, C

c. If the adjustment of a Special Ed route adds **5 6/10th (30 36minutes)** of an hour or more, the route will be posted. If the driver on the adjusted route is displaced, they may follow normal bumping procedures.

Article 7 – Hours of Work – B 10, E

E. If the adjustment of a Special Ed route subtracts **5 6/10th (30 36minutes)** of an hour or more, the assigned driver has the option of keeping the route or bumping a Driver with less seniority and whose bid time exceeds the adjusted route in which case the adjusted route will be posted.

Article 7 – Hours of Work – B 12- Field Trips

b. Field trips will be posted daily at 6:30 a.m. for the next day's field trip(s) with the exception of emergencies or unanticipated ~~runs~~ **TRIPS** as a general rule. **SATURDAY/SUNDAY/HOLIDAY FIELD TRIPS WILL BE LISTED ON THE BOARD ONE (1) WEEKS IN ADVANCED WITH THE EXCEPTION OF EMERGENCIES OR UNANTICIPATED TRIPS AS A GENERAL RULE.**

c. Field Trip drivers will be assigned on a seniority rotation basis as indicated in section-f g below.

Add. F. SHOULD ADDITIONAL FIELD TRIP REQUESTS BE RECEIVED AFTER TRIPS HAVE BEEN ASSIGNED FOR THE DAY OF THE TRIP, (I.E. LATE POSTING) THE DRIVER WHO IS FIRST UP ON THE ROTATION FOR THE CURRENT DAY'S POSTING WILL HAVE THE OPTION OF TAKING THE FIELD TRIP WITHOUT BEING CHARGED. IF THAT DRIVER CHOOSES NOT TO TAKE SUCH TRIP, IT WILL BE OFFERED IN ROTATION TO THE NEXT DRIVER UNTIL FILLED, WITHOUT BEING CHARGED.

j. When a driver refuses a scheduled field trip in a timely fashion or an additional field trip request is received for that day, the driver who **WOULD BE NEXT UP ON THE ORIGINAL BID POSTING, WHO HAD NOT BEEN AWARDED A TRIP THAT DAY, AND WHO SIGNED UP FOR THE TRIP THAT WAS REFUSED**, is first up on the rotation for the current days' posting will have the option of taking the field trip **WILL HAVE THE OPTION OF TAKING THE FIELD TRIP** without being charged. If the ~~THAT~~ first driver **WHO SIGNED UP ON THE LIST** chooses not to take such trip, it will be offered in rotation to the next driver **THAT SIGNED UP ON THE ORIGINAL LIST FOR THE TRIP THAT WAS REFUSED AND WHO HAD NOT BEEN AWARDED A TRIP THAT DAY** on the list until filled **WITHOUT BEING CHARGED. IF A DRIVER DID NOT SIGN UP OR IS NOT AVAILABLE, THAT DRIVER WILL BE BYPASSED FOR THE REFUSED TRIP. IF NONE OF THE DRIVERS WHO SIGNED UP (ON THE ORIGINAL LIST FOR THE TRIP THAT WAS REFUSED), ACCEPTS THE TRIP, THEN THE DRIVER WHO IS FIRST UP ON THE ROTATION FOR THE CURRENT DAY'S POSTINGS WILL HAVE THE OPTION OF TAKING THE TRIP WITHOUT BEING CHARGED. IF THE FIRST DRIVER CHOOSES NOT TO TAKE SUCH TRIP, IT WILL BE OFFERED IN ROTATION TO THE NEXT DRIVER ON THE LIST UNTIL FILLED, WITHOUT BEING CHARGED.**

EVERY EFFORT WILL BE MADE TO ADHERE TO THE PROCESS ABOVE. HOWEVER, IN UNIQUE SITUATIONS WHERE "TIME IS OF THE ESSENCE" MANAGEMENT WILL FIRST CALL ON THE RADIO FOR THOSE DRIVERS THAT MAY BE AVAILABLE. IF NO RESPONSE, MANAGEMENT RESERVES THE RIGHT TO

APPOINT COVERAGE BASED UPON DRIVER AVAILABILITY AT THE TIME. (I.E. WITHIN 90 MINUTES OF THE TRIP STARTING AND/OR AT THE END OF THE WORK WEEK AFTER 4PM)

“CURRENT DAY’S POSTING” SHALL BE DEFINED AS; THE POSTINGS IN WHICH A DRIVER CAN SIGN UP FOR UNTIL 1:30P.M. ON THE DAY OF THE SCHEDULED TRIP WHICH WAS REFUSED. IF A TRIP IS REFUSED AFTER 1:30 P.M. THEN “CURRENT DAY’S POSTING” SHALL BE DEFINED AS: THE POSTING WHICH “WILL BE POSTED” THE NEXT DAY THAT THERE ARE TRIPS TO BID ON.

m. Update f to g.

n. If ~~you~~**A DRIVER IS** are awarded a tossup **OR LATE POSTING** and it is later cancelled ~~you~~**THE DRIVER** will return to ~~you’re their~~ place in the normal rotation.

Article 7 – Hours of Work – B 12, l

i. If a Field Trip is cancelled after it has been assigned and prior to departing for the trip, the assigned driver will be placed at the top of the next rotation ~~when possible~~. If a sponsored field trip is cancelled after the assigned driver has arrived at the trip origin, the driver will be paid 2.0 hours and will be placed at the top of the next rotation ~~when possible~~. For district paid trips, the driver will not be paid 2.0 hours but will be placed at the top of the next rotation

Article 7 – Hours of Work – B 13 – Special Assignment

Update current section b. to g.

b. SPECIAL ASSIGNMENTS WILL BE POSTED DAILY AT 6:30A.M. FOR THE NEXT DAY’S SPECIAL ASSIGNMENT(S) WITH THE EXCEPTION OF EMERGENCIES OR UNANTICIPATED RUNS AS A GENERAL RULE. SATURDAY/SUNDAY/HOLIDAY SPECIAL ASSIGNMENTS WILL BE LISTED ON THE BOARD TWO (2) WEEKS IN ADVANCED WITH THE EXPECTION OF EMERGENCIES OR UNANTICIPATED TRIPS AS A GENERAL RULE.

c. SPECIAL ASSIGNMENT DRIVERS WILL BE ASSIGNED ON A SENIORITY ROTATION BASIS AS INDICATED IN SECTION (g) BELOW.

d. DRIVERS WILL INDICATE THEIR CHOICE OF SPECIAL ASSIGNMENT BY NUMBER BY 1:30P.M. OF THAT DAY.

i. THE ONLY EXCEPTION TO THIS IS WHEN A DRIVER IS ABSENT ON A REGULAR WORKDAY NOT IMMEDIATELY PRECEDING A WEEKEND OR HOLIDAY WITH A PRE-APPROVED PERSONAL BUSINESS DAY; WHICH MEET ALL THE CONTRACTUAL REQUIREMENTS. IN THIS CASE, A BUS DRIVER MAY CONTACT A UNION REPRESENTATION TO SIGN FOR A SPECIAL ASSIGNMENT BY PROXY BY 1:30 P.M.

e. TRIP ASSIGNMENTS WILL BE MADE DAILY AT 3:45 P.M. OF THAT DAY AND POSTED ON THE POSTING BOARD.

f. SHOULD ADDITIONAL SPECIAL ASSIGNMENT REQUESTS BE RECEIVED AFTER TRIPS HAVE BEEN ASSIGNED FOR THE DAY OF THE TRIP (I.E. LATE POSTING) THE DRIVER WHO IS FIRST UP ON THE ROTATION FOR THE CURRENT DAY’S POSTING WILL HAVE THE OPTION OF TAKING THE SPECIAL ASSIGNMENT WITHOUT BEING CHARGED. IF THAT DRIVER CHOOSES NOT TO TAKE SUCH TRIP, IT WILL BE OFFERED IN ROTATION TO THE NEXT DRIVER UNTIL FILLED, WITHOUT BEING CHARGED.

g. currently 7.B.13.b.(see above)

h. DEVIATIONS FROM THE SPECIAL ASSIGNMENT BID CYCLE MAY BE NECESSARY FOR REASONS SUCH AS HOLIDAYS, INCLEMENT WEATHER, OR OTHER UNFORESEEN CIRCUMSTANCES. IN SUCH CASES, ADJUSTED SCHEDULES WILL BE COMMUNICATED AS SOON AS POSSIBLE.

j. When a driver refuses a scheduled field trip in a timely fashion or an additional field trip request is received for that day, the driver who **WOULD BE NEXT UP ON THE ORIGINAL BID POSTING, WHO HAD NOT BEEN AWARDED A TRIP THAT DAY, AND WHO SIGNED UP FOR THE TRIP THAT WAS REFUSED, is first up on the rotation for the current days' posting will have the option of taking the field trip **WILL HAVE THE OPTION OF TAKING THE SPECIAL ASSIGNMENT** without being charged. If ~~the~~**THAT** first driver **WHO SIGNED UP ON THE LIST** chooses not to take such trip, it will be offered in rotation to the next driver **THAT SIGNED UP ON THE ORIGINAL LIST FOR THE TRIP THAT WAS REFUSED AND WHO HAD NOT BEEN AWARDED A TRIP THAT DAY** on the list until filled **WITHOUT BEING CHARGED.** IF A DRIVER DID NOT SIGN UP OR IS NOT AVAILABLE, THAT DRIVER WILL BE BYPASSED FOR THE REFUSED TRIP. IF NONE OF THE DRIVERS WHO SIGNED UP (ON THE ORIGINAL LIST FOR THE TRIP THAT WAS REFUSED), ACCEPTS THE TRIP, THEN THE DRIVER WHO IS FIRST UP ON THE ROTATION FOR THE CURRENT DAY'S POSTINGS WILL HAVE THE OPTION OF TAKING THE TRIP WITHOUT BEING CHARGED. IF THE FIRST DRIVER CHOOSES NOT TO TAKE SUCH TRIP, IT WILL BE OFFERED IN ROTATION TO THE NEXT DRIVER ON THE LIST UNTIL FILLED, WITHOUT BEING CHARGED.**

EVERY EFFORT WILL BE MADE TO ADHERE TO THE PROCESS ABOVE. HOWEVER, IN UNIQUE SITUATIONS WHERE "TIME IS OF THE ESSENCE" MANAGEMENT WILL FIRST CALL ON THE RADIO FOR THOSE DRIVERS THAT MAY BE AVAILABLE. IF NO RESPONSE, MANAGEMENT RESERVES THE RIGHT TO APPOINT COVERAGE BASED UPON DRIVER AVAILABILITY AT THE TIME. (I.E. WITHIN 90 MINUTES OF THE TRIP STARTING AND/OR AT THE END OF THE WORK WEEK AFTER 4PM)

"CURRENT DAY'S POSTING" SHALL BE DEFINED AS; THE POSTINGS IN WHICH A DRIVER CAN SIGN UP FOR UNTIL 1:30P.M. ON THE DAY OF THE SCHEDULED TRIP WHICH WAS REFUSED. IF A TRIP IS REFUSED AFTER 1:30 P.M. THEN "CURRENT DAY'S POSTING" SHALL BE DEFINED AS: THE POSTING WHICH "WILL BE POSTED" THE NEXT DAY THAT THERE ARE TRIPS TO BID ON.

k. IF A SPECIAL ASSIGNMENT IS CANCELLED AFTER IT HAS BEEN ASSIGNED AND PRIOR TO DEPARTING FOR THE TRIP, THE ASSIGNED DRIVER WILL BE PLACED AT THE TOP OF THE NEXT ROTATION. IF A SPECIAL ASSIGNMENT IS CANCELLED AFTER THE ASSIGNED DRIVER HAS ARRIVED AT THE TRIP ORIGIN, THE DRIVER WILL BE PLACED AT THE TOP OF THE NEXT ROTATION.

l. IF A SPECIAL ASSIGNMENT IS CANCELLED OR ALTERED AFTER IT HAS BEEN ASSIGNED AND THE DRIVER HAS DEPARTED THE ORIGIN WITH PASSENGERS, THE ASSIGNED DRIVER WILL BE CONSIDERED AS HAVING TAKEN THE TRIP.

m. DRIVER'S WILL BE ELIGIBLE FOR SUMMER SPECIAL ASSIGNMENTS ON A SENIORITY ROTATION BASIS AS INDICATED IN SECTION (G) ABOVE. THE TRANSPORTATION DEPARTMENT WILL NOTIFY ELIGIBLE DRIVERS BY TELEPHONE EACH TUESDAY BETWEEN 8:00A.M. AND 12:00 NOON OF THE AVAILABLE TRIPS FOR THE FOLLOWING WEEK. DRIVERS WILL BE ALLOWED TO MAKE A CHOICE. DRIVERS NOT AVAILABLE DURING THE TELEPHONE CONTACT TIME WILL BE LISTED AS A REFUSAL. AN ADVANCE LIST OF AVAILABLE TRIPS WILL BE POSTED IN THE TRANSPORTATION DEPARTMENT ONE WEEK PRIOR TO THE BID CYCLE. DRIVERS MAY REVIEW THAT LIST AND INDICATE THEIR PREFERENCE.

A DRIVER ASSIGNED TO A SUMMER BUS ROUTE WILL ONLY BE ELIGIBLE FOR A SPECIAL ASSIGNMENT IF SAID FIELD TRIP IS ONE (1) HOUR GREATER THAN THE SUMMER BID TIME.

n. IF A DRIVER IS AWARDED A TOSSUP OR LATE POSTING AND IT IS LATER CANCELLED, THE DRIVER WILL RETURN TO THEIR PLACE IN THE NORMAL ROTATION.

Article 7 – Hours of Work - B,13,D-NEW

- c. IF A SPECIAL ASSIGNMENT IS AWARDED, AND IT IS LATER CANCELLED PRIOR TO LEAVING FOR THE TRIP, THE DRIVER WILL BE PLACED AT THE TOP OF THE NEXT POSTED TRIP ROTATION.**

Article 7 – Hours of Work – B 16

Overtime – ~~Regular Runs~~

Time and one-half (1-1/2) shall be paid for all hours worked over eight (8) hours per day ~~and OR~~ **and OR** forty (40) hours per week ~~on regular runs~~. Time and one half (1-1/2) will be paid for hours worked on Saturday and holidays not listed above.

- A. Double (2) time will be paid for all hours worked on Sundays and the **FOLLOWING** holidays **following**:

Eliminate B-17 – A, B, C – Duplicate with changes above

Article 7 – Hours of Work D

D. No statement in this Article shall be construed as a guarantee of hours per day or week. **FOR BUS DRIVERS IF THERE IS A REDUCTION IN HIS OR HER RUN DUE TO STUDENT BUS ABSENTEEISM, BID TIMES WILL BE HONORED AS A STANDBY DRIVER FOR THE TIME THEY ARE SHORTED IN ORDER TO RECEIVE FULL BID TIME PAY.**

Article 8 – Compensation A

Effective **JULY 1ST, 2020** ~~July 1, 2007~~ all **TEN-MONTH** employees will be paid over 19 **PAYS** ~~or~~ **AND 12-MONTH EMPLOYEES WILL BE PAID OVER** 24 pays on the 15th and the ~~last day~~ 30TH of each month **BASED ON HOURS SUBMITTED VIA THE TIMEKEEPING SYSTEM FOR EACH PAY PERIOD.** In addition, all persons hired for custodian positions effective July 1, 2007 will be placed on the custodian pay scale.

Article 8 – Compensation D

4. A vacation may not be postponed from one year to the next and made cumulative., ~~but~~ **REMAINING DAYS** will be forfeited unless taken during the ~~SCHOOL~~ **SCHOOL** fiscal year. **EMPLOYEES WILL BE PAID OUT AT THEIR CURRENT HOURLY RATE UP TO THREE (3) ANNUALLY PROVIDED VACATION DAYS WHICH ARE NOT USED WITHIN THE SCHOOL YEAR.**

7. Vacations will be scheduled at a time when they will not interfere with or hamper normal operations and will be determined by the district. Insofar as is possible, vacations shall be scheduled at the time satisfactory to the employee. ~~It is understood vacation periods will not as a rule be granted during Easter or Christmas vacation periods.~~ Preference shall be accorded to employees on a seniority basis.

8. Vacations are to be arranged by mutual consent and ~~ARE as a rule to~~ not be taken during the first week of school and one (1) week prior to the **FIRST DAY OF SCHOOL FOR STUDENTS** ~~official opening of school.~~ Vacation requests for the week after school ends may be approved based on the guidelines below.

13. Vacation will be granted in accordance with request of the employee so far as possible on a seniority basis provided that the employee submits their request to their appropriate Supervisor **AT LEAST TWO (2) WEEKS IN ADVANCE OR THE REQUEST MAY BE DENIED.** ~~on or before May 15th of each year.~~

Article 8-Compentations - F UNIFORMS

1. The District will provide a uniform as outlined below full and part time regular custodians, maintenance, grounds, mechanics, and food handler/custodians. Uniforms will be ordered no later than August 31. The items **OFFERED** listed here and below, vendor selection and quality and color **WILL BE SELECTED BY A COMMITTEE CONSISTING OF SUPERVISOR AND NO MORE THAN ONE REPRESENTATIVE FROM EACH GROUP LISTED BELOW.** ~~ARE at the sole discretion of the district.~~

- a) During the first and second calendar year of employment, custodians, food handler/custodians, head custodians, Maintenance, Grounds, and Mechanics will be eligible for three (3) sets. A set includes a shirt and pant.
- b) Third year and thereafter, custodians, food handler/custodians, and head custodians will have \$135 annual dollar allocation to select from the district offered items.
- c) Third year and thereafter, maintenance, grounds and mechanics will have \$200 annual dollar allocation to select from the district offered items.**
- d) If the items selected exceed their annual dollar allocation the employee will be responsible for the difference.
- e) It is the responsibility of each employee to clean and repair uniforms as required and replace any part of a uniform as needed.

~~a. Custodians, food handler/custodians, Maintenance, Grounds, and Mechanic employees will be eligible for four (4) uniform items per school year. New employees will be issued six (6) uniform items after the completion of their probationary period.~~

- ~~1. A uniform item is defined as a shirt, pant, or shorts.~~
- ~~2. Mechanics and maintenance additionally can include coveralls and job appropriate district approved safety shoes or winter boots as one of their items every other year.~~
- ~~3. Head custodians and grounds can include job appropriate district approved safety shoes or winter boots as one of their items every other year.~~

~~b. f. Bus drivers and food handler/custodians will be provided one (1) jacket every other year.~~

Article 10 – Layoff and Recall

Group D

Grounds Leader

Grounds II

Groundsman

Grounds/Custodian

~~Laborer~~

Article 11 – Leaves with Pay -D

D. ~~PERSONAL BUSINESS DAYS: equivalent hours equal to 8 days (bid/shift) of accumulated hours~~ Each employee may use eight (8) days, of accumulated or credited sick leave annually as approved leave days. An employee will need to provide a supporting statement if the leave time is more than three (3) consecutive days. Normally Approved Leave Days shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regularly scheduled workday. Applications must be made directly to the Superintendent/Designee for approval; this request must include a statement in support of the request and receive the approval of the Superintendent/Designee. The approved leave day is not provided for casual or indiscriminate use. On all approved leave days, as well as any other leave, such leave must be requested in advance (at least seven (7) days) in writing except funeral leave. Approved leave day requests must have prior approval from the Superintendent/Designee before being granted. Use of approved leave days shall be deducted from the sick leave allowance.

Requests made less than seven (7) **CALENDAR** days in advance will be considered as an emergency and a reason or documentation must be provided within two (2) days of the employee's return to be considered for approval. Failure to provide a reason or documentation as requested will result in the day being unpaid.

Article 11 – Leaves with Pay -M

~~L. Routine health examination or dental appointments which might be scheduled during vacation periods shall not be covered.~~

Article 11-Leave with Pay R

~~Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the District the difference between the allowance under the Worker's Compensation Law supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed the employee's sick leave accrual. The sick accrual will be charged only for that fractural portion in excess of the compensation payment verified by the workers compensation carrier. The regular salary up to the employee's current cumulative sick days with no deductions from sick leave days accumulation after eight (8) consecutive calendar days of absence sick leave days that were deducted will be restored retroactive to the first day of an employee's absence. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.~~

~~2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back to the doctor during working hours he/she will be paid for the lost time.~~

IF AN EMPLOYEE IS INJURED WHILE AT WORK, THE EMPLOYER SHALL FOLLOW THE GUIDELINES OF THE MICHIGAN WORKER'S COMPENSATION STATUTE. IF THE EMPLOYEE QUALIFIES FOR AND RECEIVES WORKER'S COMPENSATION WAGE-LOSS BENEFITS, THE EMPLOYEE'S WAGE-LOSS COMPENSATION, SHALL BE SUPPLEMENTED FROM THE EMPLOYEE'S SICK LEAVE ACCRUAL WITH AN AMOUNT SUFFICIENT TO MAINTAIN THE EMPLOYEE'S REGULAR SALARY FOR A PERIOD NOT TO EXCEED THE EMPLOYEE'S SICK LEAVE ACCRUAL. THE SICK ACCRUAL WILL BE CHARGED ONLY FOR THAT FRACTURAL PORTION IN EXCESS OF THE COMPENSATION PAYMENT VERIFIED BY THE WORKERS COMPENSATION CARRIER. (SUNSET LANGUAGE)

Article 12 – Leaves of Absence -A,1

1. General Leave of Absence for good cause not to exceed one (1) year may be requested by a permanent employee with at least one (1) year's seniority. Such request must be in writing to the Superintendent/Designee on the Request For Leave of Absence Form available in the **Personnel Office HUMAN RESOURCES DEPARTMENT**. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent Designee.

Article 12 – Leaves of Absence -A,2

Such leaves may be granted for Education, Medical Disability (upon the expiration of sick leave), Military Service, Child Care (including adoption), care for a member of immediate family, or other individual circumstances. **LEAVES WILL NOT BE GRANTED FOR REASONS RELATED TO SEEKING OTHER EMPLOYMENT, WORKING ANOTHER JOB OUTSIDE THE DISTRICT, ETC.**

Article 12 – Leaves of Absence -A,5

5. EMPLOYEES ABSENT FROM WORK DUE TO A VERIFIED CASE IN HIS/HER SCHOOL/BUS OF PINK EYE OR LICE SHALL SUFFER NO LOSS OF COMPENSATION WHEN CONTRACTING SAID DISEASE FOLLOWING THE NORMAL INCUBATION PERIOD AND SHALL NOT BE CHARGED WITH LOSS OF SICK DAYS, EMPLOYEE IS REQUIRED TO PROVIDE MEDICAL DOCUMENTATION FOR PINK EYE. TIME MISSED FROM WORK FOR LICE SHALL NOT EXCEED THE EQUIVALENT OF ONE WORK SHIFT. (SUNSET)

Article 12 – Leaves of Absence -B,2

2. Pregnant employees must give the **Personnel Office HUMAN RESOURCES DEPARTMENT** no less than sixty (60) calendar days notice prior to their projected confinement date.

Article 12 – Leaves of Absence - F,4

4. ASSOCIATION TIME: ELECTED OFFICERS/REPRESENTATIVES/BARGAINING TEAM MEMBERS SHALL BE COMPENSATED WHEN REPRESENTING THE ASSOCIATION AT A MEETING(S) SCHEDULED BY THE DISTRICT

Article 16 – Miscellaneous Provisions – A, 2

If a custodian is temporarily assigned to a Head Custodian's position, he/she shall be paid at the Head Custodian rate once the employee has worked ~~five (5)~~ **THREE (3)** consecutive days of said work assignment and the pay will be retro to the first day worked. Second shift Custodians/Custodian II will continue to receive the shift premium for all time worked in a Head Custodian's position except after the custodian begins receiving the head custodial pay rate. **A SEPARATE TIMESHEET MUST BE COMPLETED FOR TIME WORKED AS A HEAD CUSTODIAN TO RECEIVE THE HIGHER RATE.**

Article 16 – Miscellaneous Provisions G – NEW

g. THE HEAD CUSTODIAN, WILL SELECT, PRIOR TO THE START OF SUMMER BREAK, THE OPTION OF STARTING THE FIRST SHIFT AT EITHER 6:00 A.M. OR 6:30 A.M. DURING THE SUMMER MONTHS.

Article 20 – Employees Rights and Responsibility- M

M. Each fiscal year up to ~~seven (7)~~ **FORTY TWO (42)** paid **HOURS days (TOTAL FOR THE ASSOCIATION, NOT AN INDIVIDUAL)** will be allowed for Association Business, providing the Association makes written application to the Superintendent/Designee prior to the absences. In addition, the Association will be granted up to fourteen (14) paid days to attend NEA, MEA and Local 1 sponsored workshops or conferences. The purpose of the workshop/conference training will be to improve skills related to association leadership. The Association will be required to submit to the Superintendent/Designee documents and training materials to verify that the workshop/conference meet the above stated purpose. All costs related to the workshop/conference will be incurred by the Association.

Article 20-Employee Rights and Responsibility-P. Inclement Weather

Bus Drivers and Cafeteria employees will be paid for up to six (6) days when school is closed due to adverse weather conditions or any other conditions. Bus Drivers and Cafeteria employees may elect to use a personal business day from their annual allotment for school closures exceeding six (6) days by notifying the payroll department in writing no later than two days after the school closure. If notification is not received within this timeframe the day will be unpaid. Pre-approved sick or PB day are not paid days, if school closures are in excess of six (6) days unless the employee elects to these days by notifying payroll as indicated above. **EMPLOYEES WHO ARE ASKED TO REPORT TO WORK OR RECEIVE LATE NOTICE AFTER THEY REPORT TO WORK ON AN INCLEMENT WEATHER DAY WILL BE PAID FOR THE SNOW DAY PLUS THE HOURS WORKED AT THEIR REGULAR RATE.**

Article 20 – Employees Rights and Responsibility – R

R. Copies of this Agreement shall be ~~uplicated~~ **POSTED** by the ~~employer~~ **HUMAN RESOURCE DEPARMENT** and shall be ~~presented~~ **PROVIDED** to all employees now employed and hereinafter employed under this Agreement.

Article 20 – Employees Rights and Responsibility – V

V. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. The employee must make an appointment with the ~~Personnel Department~~ **HUMAN RESOURCES DEPARTMENT** in order that an employee of that Department will be present when the employee inspects his/her file. A representative of the Association may, at the employee's request, accompany the employee in his/her review.

Breakfast Serving

BREAKFAST SERVING WILL BE THE RESPONSIBILITY OF THE LEAD SERVER. EFFECTIVE THE 2020/21 SCHOOL YEAR THOSE WHO ARE CURRENTLY LEAD SERVERS NOT BEING PAID LEAD SERVER RATE WILL BE INCREASED TO LEAD RATE AND AS POSITIONS BECOME VACANT WILL BE COMBINED WITH THE LEAD SERVER ROLES.

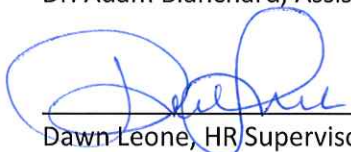
Letter of Agreement to continue in the contract:


5/13/13 Seasonal Sub Positions (continue as attachment)

 8/27/2020
Frank Houston, CVSPA President Date

 8-27-2020
Dr. Adam Blanchard, Assist Supt of HR Date

 8/27/20
Timothy Couto, MEA Executive Director Date

 8/27/20
Dawn Leone, HR Supervisor Date

 27 August 2020
Mark Iannace, Negotiation Team Date

 8/27/20
Scott Sederlund, Assist Supt of Business Date

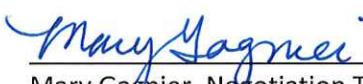
 8-27-2020
Tammy Ramirez, Negotiation Team Date

 8/27/2020
Keith Bullard, Negotiation Team Date

 8/27/2020
John Hoepf, Negotiation Team Date

Tom Molett, Negotiation Team Date

Phil Houston, Negotiation Team Date

 8/27/2020
Mary Gagnier, Negotiation Team Date

 8-27-2020
Mary Smith, Negotiation Team Date

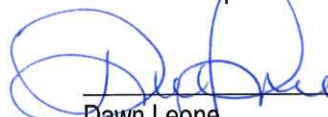
**Chippewa Valley Schools
Employee Hourly Rate Scale
July 1, 2020 through June 30, 2021**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian	\$12.56	\$13.11	\$13.66	\$14.21	\$14.75	\$15.30	\$15.85	\$16.40
Custodian II	\$15.96	\$16.75	\$17.55	\$18.34	\$19.13	\$19.92	\$20.72	\$21.51
Custodian Leader	\$16.62	\$17.40	\$18.19	\$18.97	\$19.75	\$20.53	\$21.32	\$22.10
Elementary Head Custodian	\$19.63	\$20.08	\$20.53	\$20.98	\$21.43	\$21.88	\$22.33	\$22.78
Middle School Head Custodian	\$19.90	\$20.38	\$20.85	\$21.33	\$21.81	\$22.29	\$22.76	\$23.24
High School Head Custodian	\$20.27	\$20.78	\$21.30	\$21.81	\$22.33	\$22.84	\$23.36	\$23.87
Skilled and General Maintenance Leader	\$23.55	\$24.53	\$25.51	\$26.49	\$27.48	\$28.46	\$29.44	\$30.42
Skilled Maintenance	\$21.42	\$22.32	\$23.21	\$24.11	\$25.00	\$25.90	\$26.79	\$27.69
General Maintenance	\$18.55	\$19.60	\$20.65	\$21.70	\$22.76	\$23.81	\$24.86	\$25.91
Grounds Leader	\$17.52	\$18.53	\$19.53	\$20.54	\$21.55	\$22.56	\$23.56	\$24.57
Grounds II	\$17.26	\$18.06	\$18.87	\$19.67	\$20.48	\$21.28	\$22.09	\$22.89
Groundsman	\$15.96	\$16.75	\$17.55	\$18.34	\$19.14	\$19.93	\$20.73	\$21.52
Warehouse/Head Custodian	\$18.86	\$19.55	\$20.24	\$20.93	\$21.62	\$22.31	\$23.00	\$23.69
Warehouse Helper	\$14.31	\$14.66	\$15.01	\$15.36	\$15.71	\$16.06	\$16.41	\$16.76
Gounds/Custodian	\$12.01	\$12.56	\$13.10	\$13.65	\$14.20	\$14.75	\$15.29	\$15.84
Head Mechanic	\$20.14	\$21.21	\$22.29	\$23.36	\$24.44	\$25.51	\$26.59	\$27.66
Mechanic	\$18.55	\$19.60	\$20.65	\$21.70	\$22.76	\$23.81	\$24.86	\$25.91
Bus Driver	\$16.16	\$16.85	\$17.55	\$18.24	\$18.94	\$19.63	\$20.33	\$21.02
Central Kitchen Coordinator	\$14.77	\$15.23	\$15.69	\$16.15	\$16.61	\$17.07	\$17.53	\$17.99
Head Cook	\$13.69	\$14.15	\$14.60	\$15.06	\$15.51	\$15.97	\$16.42	\$16.88
Central Kitchen Assistant	\$12.07	\$12.60	\$13.13	\$13.66	\$14.18	\$14.71	\$15.24	\$15.77
High School Lead Server	\$12.07	\$12.60	\$13.13	\$13.66	\$14.18	\$14.71	\$15.24	\$15.77
Middle School Lead Server	\$11.77	\$12.21	\$12.65	\$13.09	\$13.54	\$13.98	\$14.42	\$14.86
Elementary Lead Server	\$11.55	\$11.98	\$12.40	\$12.83	\$13.26	\$13.69	\$14.11	\$14.54
Food Service Helper	\$11.54	\$11.84	\$12.13	\$12.43	\$12.72	\$13.02	\$13.31	\$13.61
Food Handler/Custodian	\$15.96	\$16.75	\$17.55	\$18.34	\$19.14	\$19.93	\$20.73	\$21.52

Letter of Agreement
between
Chippewa Valley Schools
and
Chippewa Valley Support Personnel Association

The parties enter into this one time non precedent setting agreement for the start of the 2020-2021 school year, specifically as it relates to Article 7 (b)(3) transportation:

1. Professional Development prior to school will be as follows:
 - Tuesday, September 1 – “Dry-run”
 - Scheduled runs: 4.0-5.9 hours, will be compensated 3.0 hours
 - Scheduled runs: 6.0-8.0 hours, will be compensated 5.0 hours
 - Drivers may or may not be required to report on this day. If drivers are not informed by the district prior to noon on Monday August 31st they will not be required to report.
 - Wednesday, September 2 – 3.5 hours, Professional Development
 - These trainings shall be held “virtually”, or
 - If drivers do not have the ability to connect remotely the district shall provide a safe work location that meets all current recommended Macomb County/CDC recommendations for the driver to complete their Professional Development
 - Thursday, September 3 – 4.5 hours of “Live” Professional Development
 - The focus of this day is on COVID-19 procedures and training
2. The parties agree that the drivers will start the 2020-2021 school year with the same runs and bid times that they ended the 2019-2020 school year
3. The parties agree that all drivers will be compensated their bid time for the first thirty (30) days of either hybrid or face-to-face instruction
 - a. No driver shall suffer reduced compensation or benefits during this period of time.
 - b. Drivers whose runs have changed due to low enrollment, cancellation of programming, etc. shall be considered available on a “stand by” basis.
 - i. Should the driver choose to not be available to the district on a “stand by” basis, the driver shall punch out and be paid their punch time (hours worked that day.)
4. The parties agree to the following as it relates to the “2nd bid process”
 - a. 2nd bid will occur no sooner than ten (10) school days, but no later than thirty (30) school days once the district returns to hybrid or face-to-face instruction;
 - i. If November 3 falls within this period of time, and this day is used, as there are no students in session, the district agrees to compensate each driver a minimum of two (2) hours for the purpose of bidding.
 - b. All bidding is to occur in person, after the morning run.
 - c. Drivers will be compensated a minimum of one (1) hour, but no more than two (2) hours for this bid process
 - d. Drivers will have ten (10) minutes to make their selection
 - e. If the process is approaching a driver’s noon run, the district agrees that a stand-by driver will be utilized to cover their run.
 - f. Union representatives may act as a proxy on behalf of any driver not physically present.



Dawn Leone
Human Resources Supervisor

8/27/20

Date



Frank Houston
President

8/27/2020

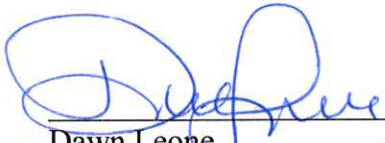
Date

LETTER OF AGREEMENT
Between
Chippewa Valley Schools (CVS)
And
Support Personnel Association (C.V.S.P.A.)

The parties agree to the following:

The Chippewa Valley School District will post for seasonal sub custodian positions, minimally 18/years old for assistance in the building during the months May – August. The sub custodians will be hired by purchasing their service from a sub-contract company and be paid at a rate less than Step 1 of the Custodian payscale. The sub custodians shall be considered temporary employees. He/she shall not acquire seniority.

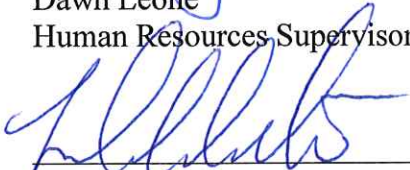
This agreement will not set precedence for any other situation now or in the future.



Dawn Leone
Human Resources Supervisor

8/27/20

Date



Mr. Frank Houston
President CVSPA

8/27/2020

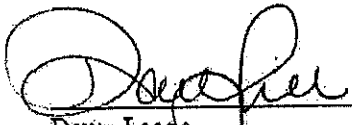
Date

LETTER OF AGREEMENT
Between
CHIPPEWA VALLEY SCHOOLS (CVS)
And
CHIPPEWA VALLEY SUPPORT PERSONNEL ASSOCIATION (CVSPA)

The parties agree that Bus Drivers will be allowed to be considered for Food Service Helper positions as an additional assignment with the following conditions:

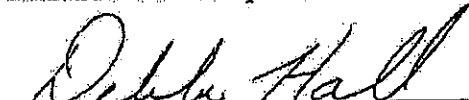
1. Hours must not conflict with their bus driver times, with exception of half days. On half day's they must report zero-hours for their food service position and will not be paid for this assignment on those days. Any other conflicts in working the two assignments will not be allowed.
2. Hours will count towards sick accrual and holiday pay.
3. Hours will count towards benefit eligibility.
4. Drivers will not be eligible for day field/athletic trips that conflict with their food service position.
5. Drivers will receive food service pay for the hours they work as a food service helper.
6. The Drivers regularly scheduled hours must not exceed 8hrs/day.

This agreement will not set precedence for any other situation now or in the future.



Dawn Leone
Human Resources Supervisor

10/3/16
Date



Debbie Hall
President CVSPA

10-3-16
Date