

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CHESANING UNION SCHOOL DISTRICT**

**and**

**CHESANING UNION AUXILIARY SERVICE  
FEDERATION OF TEACHERS  
LOCAL 4203, AFT-Michigan, AFL-CIO**

***2014-2016***

<b>TABLE OF CONTENTS</b>
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ARTICLE	TOPIC	PAGE NO.
	Designation of Parties	3
I	Preamble	3
II	Recognition	3
III	Grievance Procedure	5
IV	Disciplinary Support & Protection of Employees	8
V	Employee's Rights & Responsibilities	9
VI	Federation Rights & Responsibilities	10
VII	Board Rights & Responsibilities	11
VIII	Seniority	13
IX	Vacancies & Postings	17
X	Leaves of Absence	19
XI	Sick, Personal & Bereavement Leave	20
XII	Miscellaneous	23
XIII	Fringe Benefits	27
XIV	Insurance	30
XV	Salary	31
	Duration of Agreement	32
	Paraprofessional Definition/Qualifications	33
	Salary Schedule	34

## **DESIGNATION OF PARTIES**

On this 1<sup>st</sup> day of July 2014, at Chesaning, Michigan, the Chesaning Union Schools District located in Chesaning, Michigan, hereinafter referred to as the “Board”, and the Chesaning Union Auxiliary Service Employees, Local #4203, AFT-Michigan, AFL-CIO, hereinafter designated as the “Federation”, enter into the following Agreement:

### **ARTICLE I PREAMBLE**

It is the general purpose of this Agreement to set forth wages, hours, and working conditions.

### **ARTICLE II RECOGNITION**

1. The Board hereby recognizes the Chesaning Union Auxiliary Service Employees, Local of the Chesaning Union Federation of Teachers, Local #4203, AFT-Michigan, AFL-CIO, as the sole and exclusive bargaining representative in all matters prescribed by law and as defined in applicable provisions of Act 379 of the Public Acts of 1965(*PERA*) *Public Employment Relations Act*, as amended, and as certified in Case No. R81C128G of the Michigan Employment Relations Commission.
2. Covered by the contract are all non-teaching employees, all full-time and part-time auxiliary employees including all maintenance and operational employees, all bus drivers, all cooks, all paraprofessionals, all noon/recess monitors, all district technician(s), media/technology coordinators, all library/technology coordinators, all bus monitors, all custodians, all mechanics, all secretaries excluding Central Office Secretaries, excluding all students, supervisory personnel, substitutes, and all other employees.
3. The term “employees” when used hereinafter in the Agreement shall refer to all personnel represented by the Federation in the bargaining unit defined above. All references to male employees shall be equal in reference to female employees of this bargaining unit.
4. Time spent on seasonal jobs shall not count in the calculation of seniority. Employees interested in working on seasonal jobs should submit their names to the Superintendent by September 15. School year only employees should indicate interest in seasonal work by this date. Season break times are considered to be all non-student-calendar days. Employees shall be notified of their assignment to seasonal work two weeks prior to the first day of the seasonal work.

5. Once this Agreement is ratified and signed by the parties, it shall become the policy of the Board of Education.
6. If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.
7. In the event this Agreement or any part of this Agreement is found contrary to law, then the illegal provision(s) shall be null and void. The parties will meet to renegotiate provisions found contrary to law.

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. Definition: A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific and expressed provision of this Agreement. In the event that the Union elects to pursue a remedy on the subject on which a grievance is being pursued, through civil court, MERC, Civil Rights, EEOC, etc.), then the Union forfeits the right to continue to pursue the grievance.

B. Procedure for Handling:

1. Any employee who feels that she/he has a grievance, must first initiate a conference with his/her immediate supervisor within five (5) working days of when the alleged grievance occurred, or within five (5) working days of when the grievant should have known that the alleged grievance occurred.

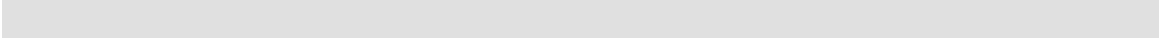
At the time of the conference, the employee may appear personally or be accompanied by the classification steward and/or the Union President. Such conference shall be scheduled at a time when there is no interruption of normal school routine and duties of the employee.

2. If the conference fails to resolve the grievance, the employee shall reduce the grievance to writing within ten (10) working days of the conference. The grievance must specify the section(s) of the contract allegedly violated, the event that caused the alleged violation and the remedy sought.
3. Within five (5) working days, the supervisor shall answer the grievance in writing.
4. If the Federation and the employee do not accept the supervisor's written answer, the grievance may be appealed to the superintendent of schools by sending such notice in writing, along with the written grievance, to him or her within five (5) working days of the date of the supervisor's written decision.
5. Within ten (10) working days of receipt of the written appeal, the superintendent or his/her designated representative will arrange for a conference. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.
6. Within ten (10) working days, the superintendent or his or her designated representative shall answer such grievance in writing.
7. In the event that the Employer does not answer any grievance in writing within the time limits, it shall be construed to be a denial at which point the grievance

may be appealed to the next step. If the Union fails to move a grievance from one step to another in a timely fashion, the grievance shall be considered settled on the basis of the Employer's last answer.

8. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Federation.
- C. Any employee who is a member of the bargaining unit covered under this Agreement, or any group of such employees of the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article through the superintendent level.
- D. An employee or group of employees may be represented at any level of the grievance procedure by a designated representative of the Federation. If an employee or group of employees files a grievance, the Federation shall have the right to be present at all steps of the procedure. Only the Federation may proceed to arbitration.
- E. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- F. The term "days" in this Article shall mean Monday through Friday, excluding holidays.
- G. It is important the grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limit at any step.
- H. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with his supervisor as described in Level One of the grievance procedure.
- I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.
- J. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- K. Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.
- L. If the grievance is not settled at the previous step, or if no disposition has been made within the specified time limits, the grievance may be submitted to arbitration before an impartial arbitrator. The Federation will notify the superintendent within twenty

(20) days after receiving the decision at the previous step that the grievance is being submitted to arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding.

- M. Fees of Arbitrator: The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.
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**ARTICLE IV**  
**DISCIPLINARY SUPPORT AND PROTECTION OF EMPLOYEES**

1. The Board and the Union jointly recognize their responsibility to assist the other party with all reasonable support in the maintenance of discipline and order among the student body.
2. In the event an employee is assaulted by a student, which assault arises out of, or in the course of their assignment, it shall be promptly reported to the superintendent. The Board will provide legal counsel to advise the employee of his/her obligations with respect to the assault and shall render assistance to the employee in connection with the handling of the incident by the law enforcement and judicial authorities if the Board of Education determines that the employee involved was acting within the rules, regulations, and policies of the Board of Education and the laws of the State of Michigan and of federal government.
3. In the event the employee is subjected to civil action filed by someone other than an employee of the Board, which arose out of and in the course of his/her employment, the Board will provide legal counsel and render necessary assistance to the employee in his/her defense, provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances, in the judgment of the Board of Education.
4. When a particular student or students interfere with an employee in the performance of his or her duties or persistently misbehaves while under the charge of an employee, that student shall be reported in writing to the student's principal.

***The appropriate administrator shall communicate any corrective action taken in connection with the report to the employee.***

In the event that the student persists in his or her misbehavior, the employee shall write a second report of such misbehavior to the student's building principal.

5. Following the presentation to the administration of the proof of the loss, the Employer will reimburse the employee up to \$100 in the course of one school year for the damage or destruction of clothing, watches, or eye glasses, or other personal property needed in the performance of his/her job (excluding cash), provided such damage or destruction occurs on school property, is connected with the execution of his/her assigned responsibilities, and the employee has not been negligent in any way. If the item is covered by insurance, the school will not have any liability.



**ARTICLE V**  
**EMPLOYEE'S RIGHTS AND RESPONSIBILITIES**

1. When it appears that unsafe conditions exist, employees shall notify their supervisor in writing immediately. Employees shall not be required to work under unsafe conditions as determined by the Employer. The Board shall make all reasonable efforts to correct unsafe conditions as soon as possible.
2. The personal lives of the employees are not within the appropriate concern of the Board, nor are the religious or political activities of any employee or lack thereof, grounds for any disciplinary action or discrimination unless such activities prove to adversely affect the employee's efficiency of performance of their duties or have an adverse affect upon the school district.
3. Records of unsatisfactory performance, which may lead to disciplinary action, will be furnished to the employee within ten (10) days.
4. Any complaint determined not serious enough to be called to the attention of the employee within ten days of the discovery of the relevant incident may not be used in isolation as a basis for disciplinary action at a later date unless further information deems the complaint serious.
5. For Just Cause, the Board or its representative may reprimand, suspend without pay, demote, discipline or discharge a non-probationary employee.
6. When an employee is given a disciplinary time-off or discharge notice, the Federation and the employee shall be notified in writing as soon as possible.
7. In the event it is determined by the administration that material in an employee's file is in error, it will be removed or expunged without delay.
8. When an employee is to be disciplined, it shall be done privately and the employee shall have the option of having the classification steward and/or the Union President present.
9. Employees are required to follow the directions of their supervisors in all matters, including health and safety. However, if an employee refuses to follow the directions of a supervisor because the employee believes it is unsafe, the burden of proving it is unsafe is the obligation of the employee, which obligation shall be limited to what a prudent person would do in like circumstances.

**ARTICLE VI**  
**FEDERATION RIGHTS AND RESPONSIBILITIES**

1. The Board and the Federation agree that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Federation activities during normal working hours.
2. The Federation shall have the right to elect or designate one employee from each classification as a Steward. Each steward shall have an alternate who shall function only in the absence of the regular steward, all of whom shall have completed his/her probationary period.
3. The Federation shall inform the Board in writing as to who has been appointed or elected as bargaining unit stewards and alternate.
4. The Union may request the use of one of the district's buildings and the normal policies of the district shall apply.
5. The Federation may post notices of its activities on designated bulletin boards. All such materials posted must be signed by the appropriate representative of the Federation and a copy of each must be provided to the Administration.
6. Evaluations are an ongoing and continuous process. A copy of the form shall be provided to the employee upon request. The Union President shall be provided a copy of each form used for each classification.
7. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within a reasonable period of time of the evaluation.

**ARTICLE VII**  
**BOARD RIGHTS AND RESPONSIBILITIES**

1. The Federation and all employees recognize that the Board of Education in its own behalf and on behalf of the electors of the district, hereby retains and reserves to itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. It is further recognized that said powers, rights, authority, duties and responsibilities by the Board of Education, the adoption and promulgation of policies, rules, regulations and practices, and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent that such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
  
2. The Union, its officers and members covered by this Agreement, agrees that there shall be no strikes, sit-downs, sit-ins, slowdowns, withholding of services (in whole or in part), stoppages of work; with the purpose being to alter wages, hours and/or working conditions, or any other related acts that interfere with the normal operations of the Board.
  
3. Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer prior to the certification of the Union, without limiting the generality of the foregoing, the rights to:
  - A. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employee;
  - B. Hire all employees and determine their qualification and the conditions of their continued employment;
  - C. Promote, transfer and assign all employees;
  - D. Determine the size of the work force, positions of employment and job descriptions and whether to expend or reduce the work force and/or create, eliminate or modify positions of employment;
  - E. Establish, continue or revise policies and/or reasonable rules and regulations regarding the conduct of employees in the work place, the manner and method of performing work and the procedures for administrating and accounting for employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement;
  - F. Discharge, demote, and discipline employees for just cause;
  - G. Establish, modify change or cancel any work, business or school schedules, hours or days;

- H. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and process of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district.
  - I. Determine the number of location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  - J. Determine the financial policies, including all procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
4. The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection there with shall be limited only be the specific and express terms of this Agreement.

**ARTICLE VIII  
SENIORITY**

1. Seniority shall be applied in two areas - first within a job classification, and second on a system-wide basis. Seniority shall be defined as length of continuous service in the bargaining unit.
2. Job classifications shall be as follows:
  - a. Secretarial
  - b. Food Service
  - c. Building Maintenance
  - d. Custodian
  - e. Mechanic
  - f. Library/Technology Coordinator
  - g. Media/Technology Coordinator\*
  - h. Bus Monitor
  - i. Paraprofessional
  - j. Noon/Recess Monitor
  - k. Bus Driver
  - l. Mechanic(s)
  - m. District Technician

\*No new employees will be hired in this classification, which shall cease to exist upon the separation from employment of the last employee currently employed therein.

Job descriptions shall be issued to the Union for each classification. Changes in the job descriptions will not be made without prior discussions with the Union.

3. System-Wide Seniority shall be determined for each employee effective on his/her date of last hire as a regular employee.
4. Job Classification Seniority shall be determined for each employee effective on the date the Board confers placement into a job classification within the bargaining unit as a regular employee. Job classification seniority shall be frozen when an employee changes job classifications. In the event that an employee returns to a previously held job classification, his/her frozen seniority shall be added to the re-entry date.

An employee who moves from one job classification to another job classification within the unit shall maintain his/her full system-wide seniority from date of last permanent hire in the system.

5. Probationary Employees: There shall be no seniority during the initial probationary period. This is in regards to new employees only. Said employee shall be considered probationary for the first sixty (60) working days of their employment.
  - A. When an employee completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the date of original employment (first full day worked). If more than one employee has the same seniority date, lot will determine their seniority. Probationary employee may be discharged with or without cause.

- B. An employee who changes job classifications will be probationary in the new position for thirty (30) working days. During the first thirty days in the new position, employees will receive compensation based on the 0-1 years of service rail. Upon completion of the first thirty days, the district will grant credit for years of service to the district. In the event that an employee chooses to revert back to their previously held position within thirty (30) working days or in the event the employer states job performance is unacceptable, the employee will be returned to their previously held position. All other employees who may be affected by this action shall revert back to their previously held position without loss of future bidding rights.
6. The Board will maintain an up-to-date classification and system-wide seniority list, a copy of which shall be posted on the appropriate bulletin board as soon as possible after September 30th of each year, and additions and deletions (as they occur) will be furnished to the Federation. Within twenty (20) days of posting of the seniority list, objections to the list shall be filed; thereafter the list shall be final and conclusive.
7. An employee shall lose his/her seniority for any of the following: S/he
- a. quits, retires, or is currently retired under the MPSERS provisions.
  - b. is discharged for just cause, and the discharge is sustained.
  - c. fails to return to work within five (5) days after the issuance by the Board of a notice of recall by registered or certified mail to the last known address of such employee as shown on the Board of Education records, unless such employee provides a demonstrable medical excuse. If the recalled employee is employed elsewhere at the time of recall, the time in which the employee is required to report for work shall be extended to the period of notice required by the job.
  - d. is absent from work for one (1) work day without notice and proper excuses.
  - e. is laid off for more than either (18) months or the person's seniority time, whichever is shortest.
  - f. fails to return the second day following the expiration of any leaves, without a demonstrable medical excuse.
8. In the event that an employee is transferred to a position under control of the Board but not included in the bargaining unit, that employee's classification and system-wide seniority shall be frozen.

9. Layoff

- a. The word “layoff” means a reduction in the working force.
- b. In the event of a layoff, the order of layoff shall be by classification:  
1) Temporary employees; 2) Probationary employees; and 3) Other employees within the job classification in accordance with their job classification seniority.

In addition, in the event of a layoff the most senior employee has the right to “bump” a less senior employee who has comparable hours and/or benefits to the senior employee within the same classification provided that the more senior employee is qualified for the position.

- c. The Board shall provide employees with ten (10) days notice prior to any layoff, whenever possible.
- d. A seniority employee removed from a job classification because of layoff shall be able to exercise his/her classification seniority rights to bump into another classification, provided that such employee has satisfactorily held the other classification previously and has greater classification seniority than the lowest remaining employee in the job classification and the employee is qualified to perform the duties of the position.
- e. If it should become necessary to involuntarily transfer an employee from one school or bus to another, to facilitate a staff reduction or because of the closing of a building, the employee transferred will be returned to their original building or bus as soon as an opening in their classification becomes available.

10. Recall

- a. Seniority employees laid off through the procedures stated herein shall be maintained on a recall list for a period of eighteen (18) months or the person’s seniority time, whichever is the shortest.
- b. Laid off employees shall be responsible for notifying the Board in writing when a change in residence occurs.
- c. Recall shall be by written, certified notice, return receipt requested, to the employee’s last known address on file with the Board and shall require that the employee report to work within five (5) days after delivery or proof of non-delivery. If an employee fails to report for recall without a demonstrable medical excuse, she/he shall be considered a quit. If the recalled employee is employed elsewhere at the time of recall, the time in which the employee is

required to report for work shall be extended to the period of notice required by the job.

- d. 1. Employees shall be recalled to work in order of seniority within their classifications. At his/her option, each employee may also be recalled to any other classification in which s/he has previously worked and for which s/he is qualified and certified.
2. In the event that all laid off employees from a job classification have been recalled and vacancies remain, the most senior employee on layoff shall have the right to the first opening in any classification within the unit for which they qualify.



**ARTICLE IX  
VACANCIES AND POSTINGS**

1. Definition of Vacancy: A vacancy shall be defined as a newly created position or a position to which no employee has a claim.
2. All employees who are full-time, all employees who are part-time, and all employees who work more than 2 hours a day but less than 6 hours a day can apply for vacancies within the bargaining unit. Vacancies shall be filled on the basis of first, qualifications and second, seniority.

Employees who work 2 hours a day or less, and who apply, shall be considered for any vacancy before any outside applicants.

3. a. All job vacancies will be posted internally in the central office building for a period of ten (10) working days before they are posted externally. Each job posting shall set forth the desired qualifications for the position.  
b. Vacancies will be posted in all school buildings during the school year.
4. A copy of the posting will be furnished to the Federation.
5. Vacancies may be filled on a temporary basis immediately. "Temporary" may be no longer than forty-five (45) consecutive work days.
6. Employees interested shall apply during the ten (10) working days of the posting period. The most senior employee applying for the vacancy who meets the desired qualifications described in the posting and demonstrated through the interview process shall be granted the position.
7. In the event that the senior applicant is denied the vacancy upon written request, the reasons for the denial shall be given in writing to such employee and the Federation.
8. When an employee is awarded a position through the posting process, the employee shall receive the 0-1 years of service rail wages during the probationary period.
9. Each employee shall be limited to one (1) voluntary change in hours per fiscal year, except that in order to increase his/her hours to benefited status, an employee will be allowed one additional change.
10. Employees who successfully bid on a new position shall lose the right to bid on other job openings during the same fiscal year.
11. Any employee who has earned seniority and leaves the bargaining unit to take a position as a supervisor or a central office staff member in the Chesaning Schools

shall have all accrued seniority, longevity salary schedule credit, and accumulated sick days frozen as of the date they leave the bargaining unit. In the event that the employee returns to the bargaining unit, s/he has the right to retain all negotiated benefits.

**ARTICLE X  
LEAVES OF ABSENCE**

Leaves of absence for periods up to one year *approved by the Superintendent* may be granted without loss of seniority provided the following conditions are met.

1. Illness Leave: Upon exhaustion of paid sick days, the employee may apply for a leave of absence if he or she is still unable to report for work. All accumulated sick days must be exhausted before the employee may apply for his/her leave.
2. Child Care Leave: An employee must have at least one (1) year of seniority to be eligible for child care leave.
3. Consent Leave: Employees are expected to be at work as scheduled. However, circumstances may arise when an employee needs time off without pay. This leave may be for one day or up to a maximum of thirty days. This leave is subject to the approval of the administration and not subject to any other provision of this Agreement. In order to be eligible for consideration, an employee must fill out the form provided by the administration at least two days in advance of the date requested.
4. Employees on leave for up to, but less than twenty (20) weeks shall be returned to their positions when the leave terminates. Any employee on such leave may exercise bump rights as defined in Article IX, 9-d, above, if no vacancy within his/her classification exists due to a reduction in the number of jobs in his/her classification during the period of the leave. Such person shall have the option to return to his/her original classification as soon as a position in the classification becomes available.
5. Employees on leave for more than twenty (20) weeks shall be assigned to the first available vacancy for which she/he is qualified which is closest to the number of hours and benefits that the employee held prior to the leave. The employee shall have the option to return to his/her original classification (in the event that the first vacancy was not in that classification) up to one (1) year of return to original classification if available.

**ARTICLE XI**  
**SICK, PERSONAL, AND BEREAVEMENT LEAVE**

1. A. On July 1 of each year, each employee hired before June 30, 1999, shall be credited with one day for each month of scheduled employment per year. (Example: employees working 12 months would have 12 days; employees working 10 months would have 10 days.) The unused portion of such shall accumulate to one hundred ninety (190) days, however, no employee can accumulate more days than he or she works in a year.

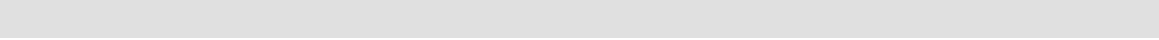
B. For any employee hired on or after June 30, 1999, this language will apply: On July 1 of each year, all part time employees will receive six (6) days and each full time employee shall be credited ten (10) days annually.

These days are to be used for absences caused by illness, disability, or personal business. (2 days limit on personal business.) Personal days must be used first before any unpaid time is approved. The unused sick days shall accumulate. ***In addition, beginning July 1, 2013, each bargaining unit member except for bus drivers and full-time members, shall receive 3 additional personal day(s). These 3 personal day(s) may be used for cancelled student day(s).***

2. One day per year of the sick leave can be used for illness in the immediate family. A maximum for ten (10) days per year of sick leave can be used for critical illness in the immediate family. The immediate family for purposes of this section shall be defined as the employee's spouse, children, or parents. Critical illness shall be defined as any injury or illness where hospitalization and/or intensive care becomes necessary.
3. If an employee retires and qualifies for retirement benefits as specified by the Michigan Public Employee Retirement Fund, the Board will pay the employee thirty ***five*** percent (35%) of the days of accumulated sick leave that the employee has. An employee terminating employment for any other reason will forfeit all accumulated sick days.
4. Two days of paid sick leave may be used for personal business, which cannot be conducted at any other time than during working hours. This day is subject to the approval of the administration. The application for business leave must be submitted to the employee's supervisor no less than three (3) working days prior to date requested. If the application for business leave is submitted less than three days prior to the date needed, the employee must state the purpose for the leave in writing. The three-day requirement may be waived in the event of an emergency. This request must state the reason for the request and the date requested and both are subject to approval by the administration. No more than 5% or a maximum of 3 people in a specific job classification will be allowed to take a personal day on any given date. Personal business days ***will be utilized*** in whole ***or half (1/2)*** day increments.

5. A maximum of five (5) work days may be used for a death in the immediate family for the purposes of attending the funeral. The immediate family, for purposes of this section, will be the employee's spouse, children, and parents. The employer may request documentation if abuse is suspected.
6. A maximum of three (3) workdays may be used in the event of the death of the employee's brother(s), sister(s), grandparent(s), grandchildren, brother(s)-in-law, sister(s)-in-law, or parent(s)-in-law.
7. One (1) day per relative not covered above in #6, not to exceed three (3) days per school year. Employer may grant up to one additional day with a clear understanding that they will be unpaid days. Employee must use personal day first before unpaid day.
8. At the end of the school year, the Board will note on the last check the number of sick days each employee has accumulated.
9. Family and Medical Leave Act.
  - A. Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of experience shall be unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period:
    - a. *The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;*
    - b. *To care for a spouse, son, daughter, or parent who has a serious health condition;*
    - c. *For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or*
    - d. *For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.*
  - B. Upon return from such leave, the employee shall be placed in his/her original position *or if no longer exists, an equivalent position with equivalent pay, benefits and working conditions*. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.
  - C. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily

terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissible be deducted from any wage or other payments due to the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

- D. The employee shall first use accrued paid leave. The remainder of any leave time will be unpaid.
  - E. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at the District expense.
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**ARTICLE XII  
MISCELLANEOUS**

1. Benefits accrued under this contract shall be pro-rated if and when an employee changes status from full-time to part-time, or part-time to full-time.
2. The language and fringe benefits of this Agreement shall be effective when this contract is ratified and signed by both parties.
3. Working days shall be defined as Monday through Friday, excluding holidays.
4. Jury Duty and Court Appearance: An employee who is summoned and reports for jury duty as prescribed by law or who is subpoenaed to serve as a witness in a court action involving the Board or arising out of his employment, shall be paid by the Board an amount equal to the difference between the amount of wages minus jury duty pay. The employee will retain mileage and meal stipend if jury duty falls on a regular scheduled work day.
5. Sunday Work: Any employee required to work Sunday and holidays will be paid double-time for the hours worked. (Checking boilers on Sunday is excluded from the double-time provision.) Any employee whose regularly assigned work week includes Sunday work will not be paid at the double-time rate.
6. Insurance Benefits: All insurance benefits provided herein shall be paid for a full twelve (12) month period.
7. Custodians will not be responsible for opening buildings on holiday weekends.
8. No School
  - a. All employees in the following groups will not be expected to work or receive salary when school is not in session; cooks (also applies on a day when lunch is not served), media/technology coordinators, paraprofessionals, and noon/recess monitors.
  - b. Bus drivers and bus monitors will be paid for the first three cancelled student days as well as for any make-up days worked, when worked. Secretaries will receive compensation for hours worked during the first two cancelled student days.

- c. All year-round employees are expected to work when school is not in session. If they do not work, they will not receive pay for the day. If it is impossible for the employee to report to begin work at the starting time of his or her shift, there will be a grace period of a maximum of two hours. Employees are expected to work their regularly scheduled shift commencing with their arrival time. Custodians will follow a cancelled-day schedule as set by administration. If the employee does not report to work within the first two hour period of his or her shift, he or she will not be paid for any time missed. Cooks asked to work when school is not in session shall be paid for actual time worked or one (1) hour, whichever is greater.

NOTE: In the event that there is a change in the present law regarding the requirement to make up scheduled school days lost because of inclement weather or other system-wide considerations, this section will be renegotiated.

#### 9. Pay Periods

- a. All Employees will be paid biweekly (one week behind) as hours worked.

10. Banquets & Dinners: Cooks working at banquets/dinners will receive their regular hourly rate until they have worked a total of forty hours in a single week (this includes both regular job assignment and extra work), except that all Saturday work will be paid at their current hourly rate plus \$1.25 per hour. Any hours worked beyond forty hours will be paid at the rate of one and one-half (1 ½) times the basic hourly rate. Banquet assignments shall be made on a rotation basis among cooks within the building where the banquets occur.

#### 11. Catering:

- “Catering” is defined as planning a menu for providing meals for functions organized by booster groups, community organizations, and private individuals.
- a. The Saturday shift premium will apply for functions scheduled on Saturdays.
  - b. At least one team leader will be present at every catering event.
  - c. Team leaders and cooks will sign up on a rotation basis by seniority. If a team leader or cook refuses an opportunity for catering service, his/her name goes to the bottom of the list and works its way up again.
  - d. Each catering assignment will consist of no less than four (4) hours per person.
  - e. School transportation will be used to transport supplies and equipment.
  - f. Obtaining Health Inspection will not be the responsibility of team leaders or cooks.
  - g. Catering duties will not interfere with team leader/cooks regular schedule work time.
  - h. Advertising, scheduling, meal planning, and ordering will be the responsibility of the food service director.



- i. Food service classification employees will receive first consideration for scheduled events. If no team leaders or cooks are available, other employees can be asked to serve in these capacities at the compensation rate of Food Service employees.
12. Overtime: All hours worked in excess of forty (40) hours in the standard work week shall be paid at the rate of one and one-half (1-1/2) times the basic hourly rate. Regular work schedules will not be altered to avoid the paying of overtime.
  13. Checking Buildings: The maintenance responsible for checking the buildings and boilers shall be given time off at the rate of one hour per week for every week they are assigned such duty during the heating season only. Maintenance personnel assigned to the Middle School will have one hour per week of released time throughout the year in order to check the pool and natatorium area.
  14. Retirement hours shall be based upon criteria set by MPSERS.
  15. Seasonal employees are not covered by the terms of this Agreement. Seasonal employees will not displace members of the bargaining unit. Current custodians will be paid their regular wage provided they are chosen by the Maintenance/Custodian Director to do summer seasonal work. Current custodians who are chosen to do summer work do not acquire full-time status. All school breaks are considered seasonal. Seasonal employees will receive notice of each week's work schedule one week in advance (subject to change).
  16. Extra trip drivers must sign up prior to September 15 of each year. Trips will be rotated among all seniority drivers. Drivers who refuse their turn will be placed at the bottom of the list. ***Regular drivers may be excused from their regular runs to take an extra trip, not to exceed one per week.*** Any driver whose turn it is to take an extra trip may take the trip as long as the employee does not exceed ten (10) hours of overtime pay in that two week pay period.
    - a. ***The Board of Education will compensate a bus driver two (2) hours at their current extra trip rate when they arrive to drive for the event and it has been canceled.***
  17. On an extra trip during which students are having a meal, the district will reimburse bus drivers on a receipt basis as set forth below:
 

Breakfast	6:00 a.m. to 8:00 a.m.	- \$3.00
Lunch	11:00 a.m. to 1:00 p.m.	- \$5.00
Dinner	4:00 p.m. to 7:00 p.m.	- \$7.00
  18. Drivers shall be paid for a "lost run" if run is lost due to circumstances beyond driver's control if the "lost run" was approved by the Supervisor.

19. The Board of Education will compensate a bus driver one (1) hour at the current extra run rate for any driver selected for drug testing as mandated by Federal law.
20. Employees scheduled to work six hours or more per day shall have 2 (two) 15- (fifteen) minutes paid breaks. Employees scheduled to work 4 (four) hours (but less than 6 (six) hours) shall have 1 (one) 15-minute break. All breaks must be approved by their immediate supervisor. In the event that an employee is unable to have a break due to their work assignment (i.e. a para-professional who is assigned a student who is in attendance that day and who requires constant supervision)\* will be compensated for their lost break time. This additional time will be approved by their immediate supervisor and the employee will be compensated at the next regularly pay period. Drive time to and from sites for a break is counted as break time.
21. The Maintenance/Custodian Director will be a working supervisor. S/he will not be a member of the AFT bargaining unit.
22. The Director of Transportation will be a working supervisor. S/he will not be a member of the AFT bargaining unit.
23. Employees have the right to refuse to use their personal vehicles to transport school chemicals, equipment or supplies.
24. The district will reimburse, on a receipt basis, up to \$150.00 to be used for safety clothing allowance (non-skid shoes/boots, coats, etc.) for the following classifications:
  - a. Bus Drivers
  - b. Cooks
  - c. Custodians
  - d. Maintenance
  - e. Mechanic(s)

**ARTICLE XIII  
FRINGE BENEFITS**

**FULL-TIME EMPLOYEES**

1. Definition: A full-time employee is one who works a minimum of 7 (seven) hours per day and a minimum of 210 days per fiscal year.

Insurance benefits will include the following, the carrier to be named by the Chesaning Board of Education.

- a. Full-family hospitalization insurance (\*no duplicate coverage) as negotiated.

\*A Chesaning Union Schools employee/AFT member is not eligible for Board Paid health care coverage if they are eligible for any other comparable health care coverage.

Secondly, all employees who are eligible for Board paid health care coverage will be required to sign a waiver annually as to their insurance status. In the event that an employee fails or refuses to sign said waiver within the time limits required (30 days), said employee shall lose Board paid health coverage for the current school year.

- b. Income Protection
- c. Long-term Disability
- d. Dental – Same coverage as in 2013-14 (Delta Dental).
- e. Option B - \$20,000 Life Insurance (if not eligible for health insurance).
- f. Vision: VSP-3
- g. The parties agree that the district has the right to self-insure or bid all insurances included in this contract, each year. Prior to making any change in insurances, the matter will be discussed with the Union. Any changes will be comparable or better than current specifications.
- h. It is understood that all insurance coverage for bargaining unit members will be provided subject to the submission of a written application and subject to the fulfillment of the insurance carrier's requirements, provided such requirements do not violate the provisions or intent of this collective bargaining agreement.
2. Vacations: Full-time employees shall receive paid vacations as follows: First summer after employment -- 1 week, and one extra day for each complete year up to

5 years; 2 weeks, and one extra day for each complete year up to 10 years; 3 weeks, and one extra day for each complete year up to 15 years -- 4 weeks. Full-time employees beginning their 21st year of employment shall receive one (1) additional vacation day. ***In addition, beginning July 1, 2013, each full-time employee shall receive 3 additional vacation day(s).***

- a. Vacation requests must be made at least five (5) days in advance of the date requested.
- b. Those employees who fail to request vacation in advance may have the request denied or may have their vacation time assigned by the Employer.
- c. Vacation requests will be processed according to seniority.
- d. The number of employees in any classification or any shift that may be on vacation at any one time shall be determined by the supervisor.
- e. Any vacation requests, which are denied, are not subject to the grievance procedure.
- f. Employees may carry over two vacation days to be used by October 1. Any additional vacation days unused by June 30 will be lost.

Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time.

If an employee works one-half of the normal working days in a month, the vacation will be paid for that month.

3. Holidays: Employees shall be paid for the following holidays when they fall during the regularly scheduled work week. Employees must work the day before and the day after a holiday to receive holiday pay. Employer approved vacation days and personal days are considered a work day.

New Year's Day	Labor Day
Good Friday	Thanksgiving and Friday after
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day

Qualified employees who would otherwise be scheduled to work shall receive Christmas Eve as a paid holiday. Employees not working during the month of July will not be paid for the Fourth of July. Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should the holiday fall on a Sunday, Monday shall be considered as a holiday.

**PART-TIME EMPLOYEES**

1. **Definition:** Those employees working a minimum of six (6) hours per day and less than 210 days per fiscal year and will receive the following benefits:

a. Insurance

- 1. Income Protection
- 2. Long Term Disability
- 3. Dental - The Board will provide the same dental plan that is presently being provided to Full-Time employees or comparable coverage.
- 4. \$15,000 Life Insurance
- 5. VSP-3
- 6. Employees shall have the right to purchase health benefits at Board subscription rates provided it is done through payroll deductions twice per month. Employees pay in full by June 15 of each year for summer premium rates.

2. **Holidays:** Employees shall be paid for the following holidays on a pro-rated basis when they fall during the regularly scheduled work week. Employees must work the day before and the day after a holiday to receive holiday pay. Employer approved vacation days and personal days are considered a work day.

New Year’s Day	Labor Day
Good Friday	Thanksgiving and Friday after
Memorial Day	Christmas Day*
Fourth of July	

\*Christmas Day, *New Year’s Day* & Good Friday – employees must work their regularly scheduled day before and the regularly scheduled day after Christmas Day, *New Year’s Day* or Good Friday to receive holiday pay.

Employees not working during the month of July will not be paid for the Fourth of July. Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should the holiday fall on a Sunday, Monday shall be considered as a holiday.

3. Those employees working less than 30 hours per week will not receive any fringe benefits.

**ARTICLE XIV  
INSURANCE**

**Vision Plan**

**VSP-3**

**HEALTH REIMBURSEMENT ACCOUNT**

*Bus drivers will receive a Health Reimbursement Account card with annual benefits at the following levels: Single \$500.00, 2 Person \$750.00, Full Family \$1,000.00*

**HEALTH INSURANCE**

**All eligible employees. \*\*No duplicate coverage.**

\*\*A Chesaning Union Schools employee/AFT member is not eligible for Board Paid health care coverage if they are eligible for any other comparable health care coverage.

Secondly, all employees who are eligible for Board paid health care coverage will be required to sign a wavier annually as to their insurance status. In the event that an employee fails or refuses to sign said waiver within the time limits required (30 days), said employee shall lose Board paid health coverage for the current school year.

***MESSA Choices 2 or MESSA ABC Plan***

**ARTICLE XV  
SALARY**

**BUS DRIVER TRAINER STIPEND**

The Board of Education will pay a bus driver trainer \$50.00 (through payroll) upon trainee successfully completing their training and receiving driver certification beginning with the 2003-2004 fiscal year. Personnel providing bus driving training will receive \$15.88/hour of training provided.

**FOOD SERVICE CLASSIFICATION**

1. In buildings that have 4-10 people in the Food Service classification group, the team leader will receive an additional \$1.00 shift premium for their role of said employees.
2. Food service employees will be reimbursed for the costs of required training classes.

**DURATION OF AGREEMENT**

The provisions of the Agreement shall be effective as of *July 1, 2014*, and shall remain in effect until *June 30, 2016*.

IN WITNESS WHEREOF, the parties hereunto set their hands.

FOR THE BOARD OF EDUCATION  
CHESANING UNION SCHOOL DISTRICT

President \_\_\_\_\_ Date: \_\_\_\_\_

Secretary \_\_\_\_\_ Date: \_\_\_\_\_

FOR THE CHESANING UNION AUXILIARY SERVICE  
FEDERATION OF TEACHERS

President \_\_\_\_\_ Date: \_\_\_\_\_

Secretary \_\_\_\_\_ Date: \_\_\_\_\_



**PARAPROFESSIONAL**  
**Definition/Qualifications**

All paraprofessionals must meet state and federal qualifications when mandated.

Qualifications: Employees working in the Paraprofessional classification who have met the Highly Qualified requirement as outlined in No Child Left Behind or that has earned an Associate Degree or higher in the educational field.

Paraprofessionals displaced due to No Child Left Behind (NCLB) requirements may assume an open position in the district provided the following:

- S/he meets the qualifications of said positions and submit a letter of interest.
- No more senior bargaining member in said classification bids on that position.
- No bargaining unit member with higher seniority bids on said position.

The displaced paraprofessional may hold the position as long as s/he remains qualified for said position. Paraprofessional seniority will be frozen according to the date of his/her displacement following Master agreement language. General seniority will only continue to accrue while the employee is actively employed.

If no position in any classification opens up with one year's time of displacement for which the paraprofessional is qualified and submits a letter in interest for, his/her employment opportunity with the district ceases. It is the displaced employee's responsibility to check for vacancies throughout the school year. If during the year of the displacement, the employee meets the NCLB standard, the employee cannot bump out an existing employee.

**Salary Schedule**

2014-2016									
<u>Job Description</u>	<u>0-1 Year</u>		<u>2-10 Years</u>		<u>11-15 Years</u>		<u>16-20 Years</u>		<u>21+ Years</u>
Cook	10.70		11.40		11.73		12.05	-	12.37
Building Maint.	15.50		17.20		17.67		18.13		18.60
Custodian	11.47		13.15		13.50		13.84		14.19
Mechanic	18.78		20.56		21.12		21.69		22.25
Secretary	12.62		14.18		14.56		14.94		15.31
Library/Tech	10.63		11.99		12.31		12.63		12.95
Media Tech	12.42		13.77		14.14		14.51		14.89
Monitors	9.11		9.71		9.98		10.25		10.53
Bus Driver	20.80	/run	22.63	/run	23.25	/run	23.88	/run	24.50
Extra Trip Run	10.24	/hour	11.29	/hour	11.60	/hour	11.90	/hour	12.21
ECDD Bus Run	22.27	<b>/run</b>	24.27	<b>/run</b>	24.94	<b>/run</b>	25.61	<b>/run</b>	26.27
Lift Bus	45.52	/day	49.19	/day	50.56	/day	51.92	/day	53.29

Nova Net Tech	13.27	14.16	14.56	14.96	15.35
Para 1	10.90	11.61	11.94	12.26	12.59
Para 2	11.58	12.34	12.69	13.04	13.39
			<b>3% of Base</b>	<b>6% of Base</b>	<b>9% of Base</b>

1. Bus drivers and mechanics will be reimbursed for 100% of the cost of their driver's license. Mechanic(s) will be reimbursed for his/her annual certification.
2. All Full-Time employees beginning the 21<sup>st</sup> year of employment shall receive one (1) additional vacation day.