

MASTER AGREEMENT

Between

CARO COMMUNITY SCHOOLS

And

CARO MICHIGAN EDUCATIONAL SUPPORT PERSONNEL

ASSOCIATION/MEA/NEA



March 27, 2013 through June 30, 2016

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**ARTICLE I
AGREEMENT**

This Agreement entered into March 27, 2013 by and between the Caro Michigan Educational Support Personnel Association, hereafter called the "Union" and the Board of Education of Caro Community Schools, hereafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE II
RECOGNITION**

- 2.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all Job Developer(s), Secretarial/Clerical, and Custodial personnel, including those hourly, or class rate basis and personnel assigned to newly created positions which fall into the above three categories, but excluding: Superintendent's Secretary, Board's Bookkeeper, Payroll Secretary and all other employees.
- 2.2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- 2.3 Unless otherwise indicated, the term "District", when used hereinafter in this Agreement shall refer to the Caro Community Schools. The terms "Board" and "Employer" when used hereinafter in this Agreement shall refer to the Board of Education of the Caro Community Schools and, where appropriate, those terms shall refer to the administrative employees and agents of the Caro Community Schools and its Board of Education.

**ARTICLE III
EXTENT OF AGREEMENT**

- 3.1 This Agreement shall constitute the full and complete commitment between both the Employer and the Union and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendments to this agreement.
- 3.2 If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- 3.3 This agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or inconsistent with its terms.

ARTICLE IV BOARD RIGHTS

4.1 The District retains all rights, powers and authority vested in it by the Law and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any addition thereto, subtraction therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

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

9. Determine the financial policies, including all accounting processing procedures and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
 12. Nothing contained in this Agreement shall be construed to limit the Board's management rights under Subsections 15(3) and (4) of the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail and provide the paramount premise for interpretation of this Agreement.
- 4.2 Nothing contained within this Agreement shall be construed to deny or restrict any Board rights under the Michigan General School Laws or the applicable Laws or Regulations.

ARTICLE V UNION RIGHTS AND SECURITY

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 5.1 Special conferences for important matters will be arranged between the Union president and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer and shall be scheduled outside of the employee's work day.
- 5.2 The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall have the right to use the school mails to distribute Union materials, provided such use is not found to be in violation of law by way of Court Decision.
- 5.3 The Union shall have the right to use school buildings for meetings in conformance with district policy on use of facilities. Equipment will only be operated by its usual operators and is not to be used during regular working hours.
- 5.4 Duly authorized representatives of the State and National levels of the Union shall be permitted to transact Union business on school property provided that this shall not interfere with nor interrupt normal school operations.
- 5.5 Employees shall be represented by Union Stewards or the alternative Steward. The Union shall furnish in writing to the Employer the names of stewards and alternates upon their election or appointment. The President, during working hours, without loss of time or pay, may represent employees and present grievances to the Employer, at mutually agreeable times. Should it become necessary for the President to leave his/her work place to represent an employee, the President shall notify his/her immediate supervisor and give the name of the employee he/she is going to represent. The President shall notify the supervisor upon his/her return to work.
- 5.6 The Employer agrees to furnish to the Union, in response to a request, all public information as required by the Freedom of Information Act and PERA.

- 5.7 Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Union and the Employer.
- 5.8 The voluntary authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month September through June. The Employer agrees to remit the proper amount of money within ten (10) days after each payroll deduction to the designee of the Michigan Educational Support Personnel Association by an alphabetized list of employees; the amount deducted and completed MESPA recap form, such form to be provided by MESPA. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted moneys to the Union.
- 5.9 The employer agrees not to subcontract work assignments normally performed by bargaining unit members unless in its judgment the skills or equipment needed to perform the work are unavailable or schedules for such work cannot be met with the available skills or equipment.
Bargaining unit employees who retire from Caro Community Schools under MPSERS can be contracted to work in the position from which they retired at the rate of pay from which they retired. This section is limited to one employee per classification. The district will compensate the employee an amount equivalent to the dues the employee will pay to the union. Said employee is considered insured under the terms of this contract if they were insured upon retirement.
- 5.10 The Employer shall provide, upon written request of the Union, three (3) days per year of release time for handling union business for the Union President.
- 5.11 Upon request, the District may provide release time not to exceed two (2) times per year for the purpose of conducting Union meetings provided such release time does not interfere with the normal operations of the schools.
Upon notification of the District by the Union, employees shall be allowed schedule adjustment time to facilitate Union meetings, not more than two (2) times per school year. In each instance above, the time allowed shall be limited to thirty (30) minutes per employee per instance.

**ARTICLE VI
EMPLOYEE RIGHTS AND PROTECTION**

- 6.1 Nothing contained within this Agreement shall be construed to deny or restrict any employee's rights he/she may have under the Michigan General School Laws or the applicable Laws or Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 6.2 The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or place of residence.
- 6.3 No employee shall be disciplined (including reprimanded, suspension, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the Grievance Procedure hereinafter set forth. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
- 6.4 An employee shall be entitled to have present a representative of the Local Bargaining Unit during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Local Bargaining Unit is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- 6.5 An employee will have the right, twice in one contract year, to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review. Request must be made in writing. Other examination of an employee's file shall be limited to qualified supervisory personnel.
- 6.6 No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any materials, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All official written recommendations shall be based solely on the contents of the employee's personnel file.
- 6.7 Any case of assault upon an employee during working hours shall be promptly reported to the Administrative Supervisor. The Administrative Supervisor shall render all reasonable assistance to the employee, including consultation with the Board's attorney to the limits as set forth under the school district insurance policies, in connection with the handling of the incident by law and judicial authorities.
- 6.8 If any legal action is brought against an employee covered by this Agreement, by reason of any action required by his/her employment, and as a result of performing his/her job duties, within the scope of the Employer's rules and policies, the Employer's

insurance will provide legal counsel and advice to the limits as set forth under school district insurance policies.

ARTICLE VII DUES, FEES, DEDUCTIONS

- 7.1 All employees following thirty (30) days after the effective date of this agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their monthly pay (September to June) either:
1. Membership dues of the Union; or
 2. Representation service fees in a legally permissible amount directly attributable to cost of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union.

Employees shall sign a statement authorizing such deductions. Such authorization shall continue from year to year unless revoked in writing between June 30 and September 1 of any year, at which time the employee shall arrange with the Union to make direct payment.

In the event that the bargaining unit member shall not pay such dues or service fee directly to the Union or authorize payment through payroll deduction, the Board shall pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Union, deduct the dues or service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts; as nearly as may be, from the paychecks of each bargaining unit member.

- 7.2 The Union shall certify to the Board at the beginning of each school year, the membership of the Union subject to deduction of membership dues and the amount of such deduction. The Union shall also certify to the Board at the beginning of each school year, the amount of monthly service fee to be deducted and from whom such fee is to be deducted. These amounts so certified shall be forwarded to the Union, provided that when an employee objects to the legitimacy of such deduction, the deduction shall be discontinued until a determination of the legitimacy has been adjudicated to finality in the proper administrative and/or judicial forums.
- 7.3 The Union agrees to indemnify and hold the Caro Community Schools Board, included each individual Board member, any agent or employee of the Board, harmless against all claims, demands, cost, suits, damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out moneys for any reason associated with the provisions of this article.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis for any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any probationary employee;
 2. Any matter involving evaluation;
 3. Any matter for which there is recourse under State or Federal statutes.
- 8.2 The Union shall designate in writing to the employer one representative per classification to handle grievances when requested by the grievant. The Board hereby designates the Administrative Supervisor of each employee to act as its representative at Level One as hereafter described and the Superintendent or his/her designated representative to act at Level Two as hereafter described.

- 8.3 Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievant(s);
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of the contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- 8.4 Level One

An employee alleging a violation of the express provisions of this contract shall within five (5) days of its occurrence or knowledge of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve the same.

- 8.5 Level Two

If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formal grievance shall be submitted in writing, within five (5) days of the meeting between the immediate supervisor and the effected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor and the Superintendent. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union and the Superintendent.

- 8.6 Level Three

If the Union is not satisfied with the disposition of the grievance at Level Two or if no decision has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated union representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing,

transmitting a copy of the same to the grievant, the Union Secretary, the Administrative Supervisor under whom the grievance arose, and place a copy of the same in a permanent file of the Board.

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

8.7 Level Four

Upon proper applications specified in Level Three, the Board shall allow the employee or the Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Union, will final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Administrative Supervisor of the building in which the grievance arose, the grievant, and the secretary of the Union.

8.8 Miscellaneous Conditions

- A. The term "days" when used in this Article shall mean work days and during the summer months shall mean business days of the Board. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance filed before the expiration may be processed through the grievance procedure until resolution.
- C. Grievances regarding matters outside the immediate Administrative Supervisor's authority may, at the option of the Union, be initiated at the Superintendent's Level (Level III). Initial handling of such grievances shall first be brought to the attention of the Superintendent in the same manner as Level I. If the grievant is not satisfied with the disposition of the grievance at this time, the grievance may be continued at formal Level III.

**ARTICLE IX
STRIKES AND LOCKOUTS**

- 9.1 The Union agrees that it will not directly or indirectly engage in or assist in any strike action as defined by PERA.
- 9.2 The Employer agrees that it will not directly or indirectly lockout bargaining unit members during the term of this agreement.

**ARTICLE X
RETIREMENT**

- 10.1 Upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, the Board shall pay \$35.00 per day for accumulated leave time to all employees with fifteen (15) years of service or more. Maximum payment under the terms of this Agreement shall be: \$4,200.00

**ARTICLE XI
EMPLOYMENT STATUS DEFINED**

- 11.1 The Employer and the Union recognize four categories of employment performing Bargaining Unit work. Bargaining unit work shall be performed in one of the following categories:
 - a. Full time: An employee who is scheduled to work either the school year schedule or the year around schedule.
 - b. Part time: An employee who is scheduled to work less than a normal work day or work year schedule.
 - c. Probationary: An employee who is employed to fill a full-time or part-time position for a trial period of sixty (60) working days.
 - d. Substitute: An employee who is employed to fill a full-time or part-time position on a per diem or hourly basis while the regular employee is absent or on an approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position in excess of the probationary period as defined above.
 - e. Permanent Full Time Positions:
Current employees who are eligible for insurance benefits provided by Schedule A-6 of this agreement or employees who become eligible based on 32 hours per week worked, will continue to receive benefits. Employees hired after August 1, 2007 will not be eligible for health benefits unless they are hired for a position posted as 32 hours or more per week .

ARTICLE XII
WORK YEAR, WORK WEEK, WORK DAY

- 12.1 The normal Work Year for school year employees shall be within the period of August through June. School year employees shall be scheduled not less than twenty (20) work days beyond the regularly scheduled teachers work year. The normal Work Year for twelve (12) month employees shall be July 1 through June 30.
- 12.2 The normal Work Week for all employees is Monday through Friday, except for Special Schedule Employees.
- 12.3 The normal Work Day for 1st shift employees shall be within 7:00 am to 4:00 pm, for 2nd shift within 3:00 pm to 12 midnight, for 3rd shift within 10:00 pm to 7:00 am, secretaries within 7:30 am to 4:30 pm. The minimum call-in-time for emergency situations shall be two (2) hours.
Secretaries in single secretary buildings will be allowed to work eight (8) hours per day. The Board at it's sole discretion reserves the right to revert back to the seven and half (7.5) hours per work day at any time.
- 12.4 All employees will be entitled to two (2) fifteen minute relief times except that an employee working less than five (5) hours per day may receive one (1) fifteen (15) minute relief time. Relief time must be taken after the first hour and before the last hour in the employee's work day. Relief time cannot be taken in conjunction with the employee's lunch period. Employees working overtime past the regular shift will be entitled to an additional fifteen (15) minute relief time period for every two (2) hours worked.
- 12.5 Overtime shall be divided among employees within each classification in the following manner.
- a. CUSTODIAL - An overtime chart shall be established so that each employee qualified to perform the work shall have equal access to overtime. The most senior District custodian so qualified shall be offered the work first and after that the chart shall apply. Declining an offer shall advance the wheel to the next person.
 - b. SECRETARIAL - Secretarial overtime in a given building must first be assigned to the senior Secretary in that building. Overtime or Summer Secretarial/Clerical work not unique to a given building (District Work), shall be offered in the same manner as the Custodial (12.5a).
 - c. Overtime will be covered by the use of an "overtime chart" and will be offered to each employee on rotation in 12.5a and 12.5b above. Overtime that is refused by an employee will be charged on the overtime chart for the purpose of balancing the chart.
 - d. Overtime Chart for the Custodians shall be kept by the District Supervisor, and for Secretaries, the Union shall be responsible for maintaining the chart.
- 12.6 Substitutes will normally be provided when students are in session. During summer or vacation periods, substitutes may be provided at the discretion of the district. However, substitutes shall not be placed to perform the work of an absent Head Maintenance/Custodian until the other employees regularly assigned to the building have been offered the work. Substitutes shall be used to perform bargaining unit work only in instances of absence by regular employees or when an unfilled temporary vacancy exists.

- 12.7 SPECIAL SCHEDULE EMPLOYEES: The Board may employ, on a volunteer basis, not more than three (3) custodians on a Tuesday through Saturday schedule, with the employee having Sunday and Monday as time away from work. If no bargaining unit member volunteers for this schedule, employees will be assigned on a least seniority basis. Special Schedule employees shall have all the other rights as regular schedule employees under this Agreement. Assignment of employees to this schedule shall be held to a minimum whenever possible.
- 12.8 Custodial employees shall be granted a ten (10) minute period at the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
- 12.9 Nothing in this Agreement shall require the Employer to violate State Law regarding the operating of school during conditions of inclement weather, or any condition defined as an Act of GOD day.

For the first four Act of GOD days, secretaries shall not be required to report to their job assignments and shall suffer no loss of salary for those days which can be counted as student attendance days under Michigan Law.

For any subsequent Act of GOD days, ten and twelve month secretaries shall be required to report to work and will be paid. Ten month employees will be paid for any additional days added to the calendar to meet the minimum required by the State.

Employees unable to work on subsequent Act of GOD days can use personal leave time (business days or vacation days, if applicable) in lieu of an unpaid work day.

ARTICLE XIII WORKING CONDITIONS

- 13.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees shall report any unsafe condition to the Employer as soon as is possible. The Employer will promptly investigate such conditions.
- 13.2 The Employer shall provide adequate safe storage space for the employee's personal belongings such as coats, hats, purses and overshoes or any necessary items brought to the work place.
- 13.3 In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or responsible for the administration or supervision of the building. The supervisor (principal) shall inform the employee each time he/she is absent as to whom the employee is to contact in situations which require administrative decisions.
- 13.4 The Employer will provide rest areas for employee use.
- 13.5 The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- 13.6 No employee shall be required to dispense or administer medication, except in conformity with Board Policy.

- 13.7 An employee shall be notified of the immediate supervisor to whom he/she is responsible annually or whenever there is a permanent change.
- 13.8 The Employer shall provide without cost to the custodians the following:
1. Uniforms in a style and color for appropriate employees as jointly determined by the Employer and the Union. New hires will get four and everyone else a maximum of two per year, with replacement of torn or worn out uniforms to a maximum of three.
 2. Approved first aid kits and materials in all work areas.
 3. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats and auditory protection devices.
 4. Four pairs of custodial coveralls will be provided and maintained by the District.

ARTICLE XIV VACANCIES, TRANSFERS AND PROMOTIONS

- 14.1 A vacancy shall be defined as a newly created position or a present position that is not filled within the bargaining unit.
- 14.2 All vacancies shall be posted in a conspicuous place in each building of the district for a period of six (6) working days. Said posting shall contain the following information:
1. Type of work
 2. Location of work
 3. Approximate starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Minimum requirements

Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period. The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of the same to each employee by U.S. Mail.

- 14.3 Vacancies shall be filled with the most experienced internal applicant with the abilities and skills for the position. If there are applicants with equivalent experience and qualifications, the most senior applicant will be awarded the position. Persons hired in a classification shall not accrue employment rights in another classification unless they have actually been hired, transferred or assigned there.
- 14.4 Within ten (10) working days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy to the Union.
- 14.5 In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee assistance to enable him/her to perform up to Employee standard on the new job. If, in the opinion of the supervisor, the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall return to his/her previous assignment.

- 14.6 Employees shall not be placed on a lower step on the salary schedule, (wage scale) due to transfer unless the employee transfers voluntarily to maintain employment. Should an employee request a voluntary transfer to a lower paying position, then the employee shall be paid at the lower rate.
- 14.7 The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In any case, involuntary transfers will be affected only for good reason.
- 14.8 Any employee asked by a supervisor to temporarily assume the duties of another employee for more than five (5) working days will be paid the regular rate for those duties. Upon the sixth day, the rate shall be effective as of the first day of the assignment. An employee's pay rate shall not be reduced as a result of any temporary change in duties. Temporary duty assignments shall not be made in addition to the employee's regular duties.

ARTICLE XV SENIORITY

- 15.1 Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position of the seniority list shall be determined by casting lots.
- 15.2 Part-time employees shall accrue seniority on a pro-rata basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- 15.3 All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
 - Custodian/Maintenance
 - Secretarial/Clerical
- 15.4 The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement. Thereafter, the seniority list will be posted within thirty (30) days after the start of each semester if there have been changes in the seniority list since the previous posting, otherwise the previous posting will remain in effect.
- 15.5 State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- 15.6 Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

**ARTICLE XVI
REDUCTION IN PERSONNEL**

- 16.1 Layoff shall be defined as a reduction in the work force.
- 16.2 The Employer shall provide the employee with thirty (30) calendar day's notice of tentative layoff possibility. Actual effective layoff notice shall be given at least fifteen (15) working days prior to its commencement. In the event of a reduction in hours, the Employer shall provide ten (10) working days notice to the affected employee.
- 16.3 In the event of a reduction in the work force, the Employer shall first lay off probationary employees, then non-career employees, provided there are qualified, more senior employees remaining who can demonstrate the ability to perform the duties of the probationary employee. Layoff shall be in reverse order of seniority within classification. No new employee shall be hired while there are laid-off **non-probationary** employees qualified to fill the position.
- 16.4 In the event of a reduction in work hours in a classification, an employee may claim seniority over another employee within the same classification to maintain the number of hours provided he/she has greater seniority within the affected classification.
- 16.5 A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, within the limitations of the carrier. Such payment shall be made by the 1st of each month.
- 16.6 Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 16.7 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from the receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority and recall rights.
- 16.8 Secretarial employees shall retain their seniority for purposes of recall for a period of eighteen (18) months. Custodial employees shall retain their seniority for purposes of recall for a period of twelve (12) months. An employee on layoff for more than the period specified by his/her classification shall lose his/her seniority and recall rights.

**ARTICLE XVII
WORK COMPENSATION**

- 17.1 The basic compensation for each employee shall be set forth in Schedule "A". There shall be no deviation from said hourly compensation rates during the life of this Agreement.
- 17.2 The following conditions shall apply to all overtime work.
- a. Time and one-half shall be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and for all hours worked on Saturday, except for Special Schedule Employees and employees taking an unpaid day during the work week.
 - b. Double time will be paid for all hours worked on Sunday and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
 - c. Paid leave shall count towards hours worked.
 - d. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employee and the Employer. Such compensatory time shall be at the time and one-half or double time rate, whichever is applicable.
 - e. Shift premium rates will be paid for all hours worked on Saturday by second and third shift custodial personnel should the hours worked be after the completion of their normal work shift.
- 17.3 Any employee using his/her private vehicle to conduct school business will be reimbursed according to the current Board of Education policy, provided a school vehicle is not available.
- 17.4 Employees shall choose to have compensation made by direct deposit or to an employer issued debit card.

**ARTICLE XVIII
VACATIONS**

- 18.1 All twelve-month custodians shall receive paid vacation to be taken during times mutually agreed upon between the employee and his/her supervisor. Vacation time will not accrue from year to year. All employees hired after August 1, 2013 will be limited to one week vacation at the end of the 1st year and 2 weeks each year thereafter in addition to scheduled holidays. Custodians hired before March 27, 2013 will earn vacation on the following schedule.

Years Employed	Vacation Time Earned
End of 1 st yr.	1 week
End of 2 nd yr. through end of 4 th yr.	2 weeks
Start of 5 th yr. through end of 8 th yr.	3 weeks
Start of 9 th yr.	4 weeks

- 18.2 Ten month employees who work an extended schedule which is equivalent to the twelve month schedule shall be treated as twelve month employees for the purpose of vacation.

**ARTICLE XIX
HOLIDAYS**

- 19.1 All twelve month employees shall have the following holidays off with pay, provided the day is within their normal work year.
- The Friday before Labor Day
 - Labor Day
 - Thanksgiving Day and the day following
 - Christmas Eve Day, Christmas Day and the day following
 - New Year's Eve, New Year's Day
 - Good Friday
 - Easter
 - Memorial Day
 - Fourth of July
- 19.2 Ten-month employees who work greater than four hours per day shall have the following holidays off with pay:
- The Friday before Labor Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Day
 - Good Friday
 - Easter
 - Memorial Day

Ten-month employees will receive the following holidays off without pay; however, by mutual agreement between the employee and his/her supervisor, the employee may work the following days with pay:

- The day following Thanksgiving
- The day following Christmas
- New Year's Eve Day

Ten-month employees who work a twelve-month schedule will receive the holidays provided with pay in Section 19.1.

- 19.3 In the event that any of the above-mentioned days is a student instruction day, it shall not be treated as a holiday. All holidays falling on Saturday or Sunday or any other nonscheduled work day shall be paid at straight time. All work performed on any of the above referenced holidays shall be paid pursuant to Article XVII - Work Compensation.

ARTICLE XX PAID LEAVES

20.1 General Conditions

1. The Employer shall furnish each employee with a written statement on his/her bi-weekly check stub setting forth the total accumulated sick leave credit when computer capability will allow this accounting. Until such time as this section can be put into effect, the employer shall furnish a written statement at the beginning of each school year.
2. In the event of the death of an employee with ten (10) or more years of service, the Board shall pay \$35.00 per day for accumulated leave time to the employee's beneficiary. Maximum payment under the terms of this section shall be \$4,200.00.

20.2 Illness and Disability

1. At the beginning of each school year, employees shall be credited with one (1) paid leave day for every twenty (20) days they are scheduled to work.
2. Sick leave days may be used in part or in full to recover from the employee's own illness or disability, including any disability resulting from pregnancy. Sick leave days may also be used to care for immediate family up to a maximum of five.
3. The Employer may request medical substantiation of illness after the third consecutive day of an employee's absence.

20.3 Funeral and Bereavement Leave

1. An employee may take three (3) days per year, non-chargeable to accumulated sick days, for death in his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister, child, grandparents, father and mother-in-law, grandchildren. Additional days may be granted by the Superintendent and deducted from the employee's accumulated sick leave.

20.4 Personal Business

1. A twelve-month employee shall be entitled to use three (3) days per year, ten-month employees - two days per year, and both groups will have one(1) day non-chargeable to sick leave for personal business which cannot be conducted outside the regular work day. Personal business leave must be requested of the Superintendent at least two days prior to the date of the leave. Any unused personal business leave will accumulate as sick days.

20.5 Jury Duty

1. An employee who is called for jury duty shall not suffer a loss in compensation and shall receive the difference between their daily rate and any fees received by the individual by the court.

20.6 Reserve/National Guard Duty

1. Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between reserve pay and regular pay for a period when the affected employee is on active duty up to a maximum of two weeks per year.

**ARTICLE XXI
UNPAID LEAVES**

- 21.1 Leaves of absence without pay or benefit for a period of one (1) year may be granted upon written request to the Superintendent. During such a leave, seniority shall not accumulate but shall be frozen in escrow.
- 21.2 Request for such leaves shall include the reason for the leave along with proposed beginning and ending dates. Child-care leave request shall also include a statement from the attending physician including the anticipated date of birth of the child, where applicable.
- 21.3 An employee returning from leave of absence will be reinstated to the same or similar position he/she held at the time of the leave. If the position no longer exists, then he/she shall be reinstated to a similar position as soon as is possible. An employee must confirm his/her intent to return twenty (20) working days prior to the date specified at the time the leave was granted. Failure to do so will be considered a voluntary quit.
- 21.4 Unpaid leaves of absence may be approved for military duty, child care, medical or study.

**ARTICLE XXII
INSURANCE**

- 22.1 The parties recognize that the application of a hard cap or 80/20 will be governed by Board action.
- 22.2 During each year of the contract, the insurance portion may be subject to mutually agreed upon changes.

**ARTICLE XXIII
EVALUATIONS**

- 23.1 The Board and the Union recognizes that the purpose of Evaluation is to point out the strength and weaknesses of the employee and to be used as a guide in suggesting or recommending means of improvement when the employee's performance does not meet reasonable expectations of the board.
- 23.2 Evaluations are the responsibility of the employee's supervisor and shall be performed annually.
- 23.3 Two copies of the written evaluation shall be prepared. One shall be signed by the employee and placed in his/her Personnel File, the other retained by the employee. An employee may attach written comments to the Evaluation which shall become a part of the Official File.
- 23.4 In the case of an unsatisfactory Evaluation, the Supervisor shall provide the employee with the following information:
 - a. problem area(s)
 - b. improvement required with recommendation for such improvement
 - c. possible consequences for non-improvement
 - d. reasonable time period for said improvement
- 23.5 Should any evaluation of an employee be used in a disciplinary proceeding, the Board shall be responsible to show cause for such use.

**ARTICLE XXIV
DURATION OF AGREEMENT**

24.1 This Agreement shall be effective as of March 27, 2013 upon ratification and approval and shall continue in effect until June 30, 2016. Negotiations between the parties shall begin at least sixty (60) days prior to the expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

24.2 Copies of this Agreement shall be made available on line along with copies of Board policies.

24.3 Upon employment, bargaining unit members shall be given a copy of the form authorizing check off for dues and service fees within thirty (30) days of said employment.

Schedule A – Wages:

The offer is for a three year contract to become effective upon ratification by CESP and approval by the Board of Education with an annual expiration date of June 30th. The wages and benefits on this agreement become effective July 1, 2013.

A 1% wage increase over the currently paid wage rate as illustrated below:

<u>Hired:</u>	<u>2012-13</u>			<u>2013-14</u>
Before 7/31/07 w/benefits	16.43	*	1.01	= 16.59
Before 7/31/07 without benefits	15.94	*	1.01	= 16.10
After 7/31/07 and before 8/01/10 without benefits	12.15	*	1.01	= 12.27
After 8/01/10 without benefits	8.50	*	1.01	= 8.59

In 2013 only, all those not receiving health insurance will receive a \$400 bonus to be paid the first pay period after Thanksgiving.

For those with health insurance, the deductible for 2013-2014, will be fully funded. For those with health insurance, the district will pay 80% of the premium costs. The member will pay 20% of the premium cost by pre-tax payroll deduction.

In the second and third years, there would be a wage and benefit reopener.

1. Second shift custodians shall receive a shift premium of \$.40 per hour. Third shift custodians shall receive a shift premium of \$.50 per hour.
2. Head Custodian to receive a \$1.50 per hour stipend for supervisory duties, during times when there is someone being supervised.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION

Tinam Smith
President

Natalie J. Hoffman
Secretary

Cheryl Pegg

Barbara Mellovee

Date: March 27, 2013
 lv.

EMPLOYER

[Signature]
President

[Signature]
Secretary

[Signature]

[Signature]

[Signature]

Date: March 27, 2013

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____

School District: _____

Distribution of Form

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

Submit to Supervisor/Principal in duplicate

Building	Assignment	Name of Grievant	Date Filed
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LEVEL II

A. Date cause of grievance occurred _____

B. State of Grievance: _____

Signature Date

C. Disposition of Supervisor/Principal: _____

Signature Date

D. Disposition of Grievant and/of Union/Association: _____

Signature

Date

*If additional space is needed in reporting Section B of Level II, attach an additional sheet.

LEVEL III

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

LEVEL IV

A. Date submitted to Board: _____

B. Disposition and/or Award of Board: _____

Signature

Date

NOTE: All provisions of Article ____ of the Agreement dated _____,
20____ will be strictly observed in the settlement of grievances.

Schedule A-6 Health Insurance

2013-2014

The Board shall continue to offer a Medical and a Non Medical plan as outlined below to employees working 32 or more hours a week. The Board shall be responsible for 80% of the premium costs and 100% of the deductible and the members for 20% of each member's premium costs.

Medical: HealthPlus Tuscola Co. VEBA

Health

IN Deductible:\$1250/\$2500
OON Deductible:\$2500/\$5000
OV/UC/ER Copay:\$0 post deductible
RX Drug Copay:\$0 post deductible
Riders Included:38 visit chiro, RX QY

Dental

80/80/80/80
Class I: 80%
Class II: 80%
Class III: 80%
Class IV: 80%
Annual Max Class I, II, III: \$1,500,
Lifetime Max Class IV: \$1,500
Adult Orthodontics: No
Sealants: No
Cleanings: 2 per year

Vision

NVA VSP Plan 2 Silver Match

Life

\$10,000 PAK Life Individuals
\$10,000 PAK AD&D Individuals

Non-Medical:Tuscola Co. VEBA

Dental

90/90/90/80:1500/1500
Class I: 90%
Class II: 90%
Class III: 90%
Class IV: 80%
Annual Max Class I, II, III: \$1,500,
Lifetime Max Class IV: \$1,500
Adult Orthodontics: No
Sealants: No
Cleanings: 2 per year

Vision

NVA VSP Plan 3 Gold Match

\$10,000 PAK Life
\$10,000 PAK AD&D