

## **Preamble**

WHEREAS, the parties (Board and Union) recognize and declare their dedication in service to the community and the Cadillac Area; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the Board and its Employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees as described herein; and

WHEREAS, the parties recognize the underlying purpose of the Board and the employees is to contribute materially to a high quality program of education for the students of the Cadillac Area Public Schools; and

WHEREFORE, if it is the intent and purpose of the parties to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth with this document the full agreement between the parties;

THEREFORE, the Board and the Union do hereby covenant and agree as follows:

## **Agreement**

This Agreement is entered into this 9th day of June 2008, by and between the Board of Education of the Cadillac Area Public Schools, hereinafter referred to as the "Board", and the Michigan Education Association, NEA through its affiliate, Cadillac Paraprofessionals and Administrative Assistants Association MEA/NEA, hereinafter referred to as the "Union".

### **Article I - Recognition - Employees Covered**

#### **A. Employees Covered:**

Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment, for the term of this agreement, of all administrative assistant employees and paraprofessionals, (hereinafter referred to as "employee(s)"), excluding Superintendent's administrative assistant, administrative assistant to the Business Manager, administrative assistant to the Assistant Superintendent for Curriculum and Staffing, administrative assistant to the Superintendent for Personnel, and accountant.

#### **B. Employees Not Covered:**

1. Playground aides and health aides shall not be considered part of the unit provided they do not perform work normally done by bargaining unit members. Except that, playground aides may be designated in buildings with one administrative assistant and in buildings that have two (2) offices with one (1) administrative assistant in each office to be available for a period not to exceed one and one-half (1-1/2) hours per day per building to relieve an administrative assistant in their absence from the office to provide

- coverage in the school office provided that the person is given proper training and instruction regarding the duties to be performed.
2. Playground aides may not be used in the classroom except where a paraprofessional's schedule cannot be arranged in such a manner that the paraprofessional would be available for the additional work or the paraprofessional(s) in the building refuse the additional work. In the event a playground aide is used in the classroom because a paraprofessional is not available in the building under the provisions outlined above, the person assigned must pass all testing listed in Article 14 of this agreement in order to perform the work. That person may only be employed in such capacity for a period not to exceed three (3) hours per day. Only two (2) persons in a building may do such work and together may work no more than five (5) hours per day.
  3. When designated by a current IEPC, 504, or 30 day placement for a child, a health aide may work "one-on-one" with only that student/s and may not perform any bargaining unit work.

C. New Positions:

Any new position created during the life of this Agreement will be added to the unit, providing it is similar to a position heretofore recognized in Paragraph A of this article. (see Article 22)

D. Students:

Student employees shall not be covered by this Agreement. They shall not take the place of regular employees.

## **Article 2 - Aid to Other Unions**

The Board will not aid, promote or finance any labor group organization which purports to engage in collective bargaining, or make any agreements with any such group or organization, other than the MEA/NEA, relative to this bargaining unit.

## **Article 3 - Union Security**

A. Condition of Employment:

1. Each bargaining unit member, as a condition of employment shall either:
  - a. On or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Union, and sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union (including the National and Michigan Education Associations) and such authorization shall continue from year to year unless revoked in writing.
  - b. Pay a representation benefit fee to the Union pursuant to the Union's "Policy Regarding objections to Political-Ideological Expenditures" and the Union's administrative procedures adopted pursuant to that policy. The representation benefit fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Union or authorize payment through payroll deduction, the employer shall, upon completion of the procedures continued in paragraph 3 and

- pursuant to MCLA 408.77; and at the request of the Union deduct the representation benefit fee from the bargaining unit member's wages and remit same to the union. In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Union shall terminate the employment of such bargaining unit member upon completion of the procedures contained in paragraph 3a. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- c. If contribution to a Union violates a bargaining unit member's religious convictions, the representation fee shall be paid into a fund administered by the Union, and used exclusively for the Union flower fund. In order to invoke the provisions of this paragraph it shall be necessary to file with the superintendent's office a written statement declaring that the payment of the representation fee to the Union violates the bargaining unit member's religious convictions.
  - d. Annual authorization for political contributions shall be filed by employee. The Union shall reimburse the Board the administrative cost of \$1.00 per participating employee for political contribution payroll deductions.
2. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy (a copy of which shall be provided each non-Union bargaining unit member by the Union), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union bargaining unit members. The remedies set forth in such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.
  3. The Union, in all cases of mandatory fee deduction pursuant to MCLA 408.477; shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.
    - a. In the event, as provided in subsection 1, above, the Union wishes to request the Board to terminate the employment of a bargaining unit member for violating this Article, the Union shall first notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.
  4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charge to non-members, along with other

required information, may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedure in the Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

5. The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reasons or action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

#### **Article 4 - Union Dues and Representation Fee**

##### **A. Union Dues:**

Employees shall tender the monthly membership dues or representation fees by signing the authorization for check off of dues form, or by paying the same directly to the Union. The Union agrees to notify the Board of the amount of the membership dues and representation fee, and the Board agrees to deduct the dues from those employees who have executed the authorization form.

##### **B. When Deductions Begin:**

Check off deductions under all properly executed authorization for check off of dues form shall become effective at the time the form is signed by the employee, and shall be deducted from the first pay of the next month, and each month thereafter.

##### **C. Remittance of Dues to Financial Officer:**

A check for the amount of deductions for any calendar month shall be remitted to the local Union treasurer, with a list for whom dues have been deducted, within ten (10) days after the first payday of each month.

##### **D. Termination of Check-off:**

An employee shall cease to be subject to check-off of deductions beginning with the month immediately following the month in which she/he no longer is a member of the bargaining unit. The local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

##### **E. Changes of Status:**

The Board will make available to the treasurer of the local Union the names and addresses of each employee separated from the payroll, hire, laid off, recalled or placed on approved leave of absence, or a change of address, within fifteen (15) days of the effective date of such change.

##### **F. Refunds:**

All refunds claimed for dues or service fees of the Cadillac Paraprofessionals and Administrative Assistant Association, MEA/NEA, under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any bargaining unit member for the amount of any dues or service fees deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues or service fee deductions.

G. Authorization Card Dispute:

Any dispute between the Cadillac Paraprofessionals and Administrative Assistants Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions for that employee shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

H. Dues or Service Fees Authorizations:

Dues or service fees authorizations once filed with the superintendent shall continue in effect until a revocation form in writing and signed by the bargaining unit member is filed with the superintendent and the treasure of the Union.

**Article 5 - Union Activities**

A. Representation:

Employees of the Bargaining Unit shall be represented by the local Union president, vice president, or designee. The employer is to be represented by the superintendent, business manager, or designee.

B. Processing Grievances:

Local Union representative(s), when processing or investigating a written grievance or a complaint relating to employment during working hours shall suffer no loss in wages upon prior approval from his/her/their supervisor(s). Such time spent beyond regular working hours shall not mandate overtime payment.

C. Union Activities:

No employee will engage in Union activities during working hours unless permitted within this Agreement or by permission from the immediate supervisor. Any employee who is absent from assigned duties without permission for the purpose of Union business shall have a prorated deduction of the hourly wage for each hour or part of an hour of absence and will be subject to further disciplinary action.

D. Identification of Officers:

The local Union president shall advise the Board in writing of the names of local Union officers within ten (10) days of their election or appointment.

E. Union Representative:

The local Union have the right to call in a representative of the Michigan Education Association to be present in meeting with administration regarding possible discipline provided it does not result in a delay of more than 24 hours in the meeting.

F. Building Use:

The Union and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program.

G. Equipment Use:

The Union members shall be permitted to use Board equipment including but not limited to typewriter, copy machines, calculators and audiovisual items, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

H. Bulletin Boards:

The Board will provide space in each building which may be used by the Union for posting notices for Union meetings and elections.

I. Agreement Distribution:

Copies of the Agreement shall be provided by the Board to all employees now employed or hereafter employed, and shall provide then (10) copies to the Union.

J. Release Time for Union Business:

On a yearly basis, the Board shall provide forty (40) hours of paid release time annually for the bargaining unit's use. These hours shall be for the purpose of conducting Union business and shall not be charged against accumulated vacation/sick/personal hours of any bargaining members. This time shall be allowed to accumulate over the life of this contract up to eighty (80) hours of paid release time. Use of these hours shall be authorized by the president of the Association only. Notification of intent to use said hours shall be provided to the School District forty-eight (48) hours prior to the event. The Union shall reimburse the District for the retirement contributions paid by the District for the absent employee.

K. Attendance at Union Functions:

Members of the Union attending a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such functions.

**Article 6 - Special Conferences**

A. Scheduling:

Special conferences will be scheduled between the local Union president and the Board, or its designated representative, upon the request of either party. Arrangements for special conferences shall be made in advance, and the agenda of the matters to be taken up at the meeting shall be announced at the time the conference is requested. Conferences shall be held at a time mutually agreed upon. Members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the local Union and/or a representative of the MEA/NEA.

B. Building Use:

The Union representatives may meet at a place designated by the Board on the Board's property for at least one-half (1/2) hour immediately preceding such conference.

**Article 7 - Grievance Procedure**

A. Definitions:

1. A grievance is a claim by one or more employees or the Union that there has been an alleged improper application, violation, or misinterpretation of this Agreement.

2. An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.
3. Reference to the term “employee” in this Article will be interpreted to mean “Union” when the Union is filing a grievance.
4. “Working day” is defined as Monday through Friday except holidays, as defined in Article 19 Holidays, Christmas and Spring Break.

**B. Grievance Form:**

Any grievance presented in writing must include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or sub section of this contract alleged to have been violated.
3. Date of the alleged violation.
4. Relief requested.
5. Signature of the grievant or Union representative.

The above information is helpful to the processing of a grievance, but no grievance will be rejected at Step 1 and Step 2 for lack of information.

**C. Procedure:**

Step 1 - Immediate Supervisor: An employee has ten (10) working days after the employee has become aware of, or could have reasonably become aware of, the occurrence of an event upon which a grievance may be filed, to request a meeting with her/his immediate supervisor. The Union may be notified and a representative thereof present with the employee at the meeting to orally discuss the matter with the immediate supervisor to attempt to resolve the matter informally. The above meeting shall occur within five (5) working days of the request by the employee. If the aggrieved employee is not satisfied with the oral disposition by the immediate supervisor, the employee has five (5) working days from the above meeting to file a written grievance with the immediate supervisor. Within five (5) working days of the filing of a written grievance, a second meeting shall be held to attempt to resolve the grievance. The employee’s immediate supervisor or other Board representative shall return a written answer within five (5) working days thereafter.

Step 2 - Superintendent: If the Union is not satisfied with the disposition of the grievance at Step 1, the grievance shall within five (5) working days thereafter be transmitted in writing to the superintendent of schools with a statement of reasons why it is being appealed. The superintendent shall meet within ten (10) working days after receipt of the grievance at a mutually satisfactory time with the appropriate representatives to discuss the matter. The superintendent shall respond to the Union with a written answer to the grievance within five (5) working days of such meeting.

Step 3 - Board of Education: The grievant may appeal the disposition of the grievance at Step 2 to the Board of Education by filing a written grievance along with the decision of the superintendent with the chairman of the Board Personnel Committee within ten (10) working days of the written disposition at Step 2. Upon proper application as specified, the Board shall allow the employee or his/her Union representative an opportunity to be heard at a committee meeting for which the grievance was schedule. Within one (1) month from the hearing of the grievance, the Board committee shall render its decision in writing. The Board committee may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with expressed consent of the Union shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board committee shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, and the secretary of the Union.

Step 4 - Arbitration: If the decision of the Board Personnel Committee is not satisfactory to the Union, the grievance may be submitted to arbitration by written notice given by the Union to the

superintendent within fifteen (15) working days after receipt of the Board's decision. If the superintendent and the Union cannot agree upon an arbitrator within five (5) working days, the matter will be submitted to the American Arbitration Association for settlement under their rules. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties involved. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other, except that the Union shall not be responsible for paying the salaries of witnesses who are employees of the Board.

**D. Time Limits:**

If the time limits contained within the grievance procedure are exceeded by the Union, the grievance shall be considered settled on the basis of the last answer given by the Board's representative. If the time limits are exceeded by the Board's representative, the grievance shall be moved to the next step. Time limits in the grievance procedure may be extended by mutual agreement. Saturdays, Sundays, and holidays shall not be counted in the time limits established in this Article.

**E. Multiple Grievances:**

Grievances may be submitted at Step 2 when a grievance directly affects employees in more than one location. In processing such grievance, all specified time limits shall be observed.

**F. Disclosure:**

Written grievances at Steps 1 and 2 shall be as complete as possible to allow adequate investigation of complaints. However, no grievance will be rejected at those steps due to lack of information. At Step 3, the positions of both parties and relevant facts must be stated. There can be no information presented in arbitration which has not been presented to the other party.

**G. Claims for Back Wages:**

All claims for back wages shall be limited to current school year prior to meeting in Step 1 of grievance procedure, less any compensation they may have received from a source of like nature during the period, except for discharge cases.

## **Article 8 - Discharge and Discipline**

**A. Written Documents and Meetings:**

1. The Board agrees that its administrators will provide to the Union president a copy of any written documentation implementing the discipline and/or discharge of any employee within the Bargaining Unit with the employee's permission.
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with representatives of the Union before she/he is required to leave the premises.

**B. Discharge and Discipline:**

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance may be submitted by the employee or Union in writing at Level 2 of Article 7 within five (5) working days following the action.

C. Discipline - Just Cause:

The superintendent or designee may discipline any employee for just cause leading up to and including discharge. The employer agrees to adhere to the concepts of due process and progressive discipline which include, in part:

1. a. Discussion of problem with employee  
b. Verbal warning to employee  
c. Written warning included in personnel file  
d. One day suspension without pay  
e. Up to three (3) days suspension with or without pay  
f. Dismissal
2. Fair and impartial investigatory hearing
3. The concept of due process and progressive discipline does not require that each of the above steps be followed in every discipline case. The severity of the case will determine the appropriate level of discipline. (Ex. When the actions of an employee have placed students or other employees in a dangerous situation, the progressive discipline may start at a Level e). Likewise, insubordination by an otherwise good employee may start at a level lower than e. The discipline imposed shall be appropriate to the severity of the offense.
4. Starting with Step b in the progressive discipline, the employee will be given a copy of the discipline report.

D. Use of Past Record:

The Board will not take into account discipline that occurred more than three (3) years prior to the current discipline, unless a suspension occurred for the same offense within a four (4) year time frame.

### **Article 9 - Probationary Period**

The probationary period for each new employee shall be eighty (80) actual working days of employment for that employee. Two (2) periodic evaluations shall be completed by their supervisors during the probationary period. The first evaluation to be completed in the first forty (40) working days and the second evaluation, no sooner than ten (10) working days after the first. If an evaluation is not performed, the probationary performance shall be considered satisfactory. There shall be no seniority among probationary employees.

All other employees will be evaluated a minimum of once every other year by their supervisor. An evaluation form shall be agreed upon by the Board and officers of the Association.

Any employee working within the probationary period may be disciplined and/or discharged by the Board for any reasons at any time, and without recourse to grievance procedure unless for Union activity.

### **Article 10 - Seniority**

A. Definition:

The word "seniority" means service in the employ of the Board, from the first date the employee reports to work in any position represented by the Union. In the circumstance of more than one individual reporting to work on the same date, a drawing will be conducted to determine

position on the seniority list. If more than one employee has the same first day, the employees shall be listed on the seniority list by the last four digits of his/her social security number, from highest to lowest.

**B. Probationary Employees:**

1. There shall be no seniority among probationary employees.
2. When an employee finishes the probationary period, the employee will be granted full seniority as defined in Section A.

**C. Seniority Lists:**

1. The seniority list for the Bargaining Unit will show the name, first day of work, job title, and classification in which the employee most frequently works.  
The classifications will be as follows:
  - a. Administrative Assistant
  - b. Bookkeeper
  - c. Paraprofessional
2. The employer will keep the seniority list up to date at all times and will post the seniority list once every six (6) months and provide the Union president with a copy of each time the lists are posted. The Board will notify the Union president in writing of any changes within the seniority list between dates of posting. Objections to the seniority list shall be presented within ten (10) days of the list being posted and corrected, if necessary, and thereafter, the list shall be final and conclusive.

**D. Loss of Seniority:**

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.
3. If the employee is discharged for just cause, and not reinstated.
4. If the employee is absent for five (5) consecutive working days without properly notifying the Board, unless the employee submits an acceptable reason.
5. If the employee does not return from leave of absence within five (5) working days after the leave expires, unless the employee submits an acceptable reason.
6. If the employee is laid off for more than twenty-four (24) months, or a period equal to the employee's seniority, whichever is less.
7. If the employee does to return to work within ten (10) working days after date of recall from layoff, unless the employee submits an acceptable reason.

**Article 11 - Modification of Agreement**

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, ratified and signed by both parties as an amendment to this Agreement.

## **Article 12 - Layoff and Recall**

### **A. Definition:**

The definition of the word “layoff” means a reduction in the number of employees employed and/or a reduction in the hours assigned to positions within the bargaining unit that adversely affects the employee’s benefits, by the Board for any reason.

### **B. Notification:**

In the event a layoff is necessary, the Association and the superintendent or designee shall work to identify a mutually-acceptable solution which shall be approved by the Association’s Executive Board and the District. If no such solution can be developed, the provisions of this article shall apply. The superintendent or designee shall notify the Union president and they shall meet with the employee(s) subject to the layoff at least twenty-one (21) calendar days prior to staff reduction. Employees to be released shall be so notified, in writing, at least ten (10) working days prior to their release, with copies sent to the Union.

### **C. Layoff Procedure:**

In the event a reduction in work force requires the layoff of employee(s), the following procedure will be used:

1. Probationary employees: Probationary employees within a job classification shall be the first to be laid off.
2. Seniority employees: If it becomes necessary to reduce personnel, the layoff shall begin with the classification to be reduced. Using the seniority list, the lowest seniority employee within the affected classification shall be laid off first. Employees may bump between classifications. The most senior affected employee may bump the lowest seniority employee with equal or less hours provided they have passed the tests applicable to the position (no one can automatically bump into payroll). The District will provide the opportunity for testing once during the notification period. If after fifteen (15) days either party determines that the employee is unable to perform the required work, the employee will be laid-off and the laid-off employee will be recalled to work.

### **D. Recall Procedure:**

In the event an increase in work force requires the addition of employees, the following procedure will be used:

1. The Board shall not be required to recall any probationary employee who is laid off.
2. Employees shall be recalled according to seniority, i.e., the most senior employee on layoff being recalled first within a classification.
3. Notice of recall shall be sent to the employee at the last known address by registered or certified mail.

### **E. Benefits:**

Employee(s) on layoff do not accrue seniority. Employee(s) on layoff shall be allowed to purchase, in advance, health and life insurance consistent with federal law.

### **F. Transfers:**

Employee(s) who transfer because of layoff shall not receive priority above other employees for the first position applied for.

### **Article 13 - Positions Out of Bargaining Unit**

- A. If an employee accepts a position within the school system but outside of the Bargaining Unit.
1. The employee's seniority shall be retained but not accumulated during the first twelve (12) months.
  2. Any employee who returns to the Bargaining Unit during the first twelve (12) months shall assume the lowest position on the seniority list for the purpose of job bidding, lay-off and recall only.

### **Article 14 - Filling Job Vacancies**

A. Definition:

A vacancy is a position previously held by a bargaining unit member, or a newly created position within the bargaining unit which the Board intends on filling. If the Board determines not to fill a vacancy, the Association shall be notified within twenty (20) days of the vacancy arising. The time may be extended by mutual consent.

B. Announcement:

1. The Board shall notify the employees by posting for five (5) working days during the school year and ten (10) working days during the summer, for newly created or vacant positions to be filled within the bargaining unit. Within five (5) working days after notice is given, any employee may submit a letter to the person designated on the posting indicating her/his interest. All job postings shall indicate classification, building position, shift and the supervisor to whom application should be made.
2. An addendum to the posting will be prepared by the Board and will not be posted. It shall contain qualifications, job responsibilities and the testing procedures for the vacancy posted. Copies of the addendum will be made available to interested bargaining unit members by the supervisor of the posted position and the bargaining unit president. Qualifications on the addendum should include abilities needed to perform the duties of the position. Any job responsibility which may appear on an addendum shall be considered to be descriptive only, and shall not limit the scope of duties thereafter assigned to the employee assigned to the job.
3. The following types of test(s) or their equivalent will be used to screen candidates for posted positions.

Paraprofessionals

Typing 35+ WPM/Out Error  
Handwritten Letters  
Interview(s)  
Grammatical editing  
Knowledge of technology including working knowledge of computers.  
State and Federal Qualifications, if any

Administrative Assistants 10 & 12 month

Types 70+ WPM/Out Error  
Dictaphone  
Phone Voice & Style  
Data Input 3000 Char./Out Error  
Office Machines  
Calculator

General Office Ability - Q4  
Interview(s)  
Bookkeeping  
Handwritten Letters  
Grammatical Editing

Bookkeeper

Data Input 7000 Char/Out Error  
Accounting  
Other Test of Administrative Assistants

Employees who wish to change positions are encouraged, but not required to take tests in advance and place results in their file. The District shall reimburse current employees up to \$50.00 upon successfully passing tests to qualify for ESEA or No Child Left Behind Act.

C. Assignments:

The Board's general practice shall be to fill vacancies from within the Bargaining Unit. The senior employee who applies for the position and who meets the posted minimum requirements, shall be granted an interview and may choose to have a unit representative be present during the interview. Upon completing a successful interview, the employee shall be granted up to a three (3) week trial period. The trial period shall be used to determine the employee's desire to remain on the job, and/or the Board's desire to have the employee continue the assignment. The Board retains the right to extend the trial period an additional three (3) weeks if the employee is changing buildings or classifications. The Board shall furnish the local Union president the name of the senior applicant and whether or not the senior applicant was awarded the position.

D. Disagreements:

In the event the senior applicant is denied the job or removed during the trial period, within five (5) working days a complete disclosure of any and all reasons shall be given in writing to the employee, with a copy to her/his building representative. If the senior applicant or the Union disagrees with the reasons, she/he may invoke the grievance procedure. The employee may choose to return to their original position during the trial period.

E. Rate of Pay:

During the trial period, the employee will receive the rate for the classification of his/her previous position. If the employee remains in the position after the trial period, he/she shall receive any additional hourly pay she/he may be entitled to retroactive to the date of entry into the new position. An employee shall suffer no loss in hourly pay during a trial period.

**Article 15 - Leaves Without Pay**

A. Leaves of Absence:

Leaves of absence for reasonable periods not to exceed one year will be granted without loss of seniority after two years of service with the district, which is frozen, for:

1. Childcare leaves will be granted. Such leave may be extended for a reasonable period of time at the discretion of the Superintendent.
2. Illness leave. (Physical or Mental)
3. Prolonged illness in the immediate family.

4. The Board may grant an educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
5. In the case of a leave without pay due to extended illness, and sick leave has been exhausted, the Board shall provide fully paid health insurance benefits for the period of time beginning when the paid leave ends for ninety (90) calendar days or until LTD benefits begin, whichever is less.
6. Other leaves approved by the Superintendent or designee. Seniority and benefits shall not accrue during an unpaid leave.

**B. Application for Leave of Absence:**

An application requesting a leave of absence must be submitted to the superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. The superintendent may grant the leave of absence within one (1) week after receipt of the request for the leave as provided above. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

**C. Returning from Leave:**

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work, at least five (5) working days prior to the requested date of the return. Whenever practical employees will provide 30 calendar days written notice of intent to return to work. The employee returning early from leave must be given the next available job opening. Employees returning at the approved date will be placed in the position they left, or an equivalent position.

**D. Family and Medical Leave Act:**

Eligible employees may take up to 12 weeks leave, as set forth under the Family Medical Leave Act and school district policy. The Board shall continue health insurance benefits during FMLA as required by law and as set forth in this agreement. The employee may elect, or the district may require, use of accumulated paid leave including sick, personal, and vacation, during FMLA. Employees who voluntarily fail to return to work upon completion of FMLA, shall reimburse the district the cost of insurance premiums paid by the district.

**Article 16 - Leave With Pay**

**A. Sick Leave:**

1. Each employee shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year, with a maximum accumulation of ninety (90) days, and prorated for partial months. Each employee may elect to take up to seven (7) days annually to be deducted from sick leave for illness in the immediate family. Immediate family is defined as spouses, siblings, parents, grandparents, children or others under the care of the employee.
2. Pay for sick leave shall commence with the time the employee is unable to work and shall continue for the duration of the illness and/or disability, or until the Board has paid an amount equal to the employee's accumulated leave. The superintendent may request a doctor's certificate at District expense in cases of illness extending beyond five (5) consecutive workdays and/or, where a pattern of absenteeism exists or in cases of

suspected abuse as defined, but not limited to the following; (a.) patterns of absence such as repeating every Monday and Friday or something similar; (b.) excessive absence not substantiated by medical verification or documentation; or (c.) repetitive absences congruent to school time off such as vacations and/or holidays. Employees must notify their supervisor as early as possible previous to the scheduled reporting time when unable to work, unless it is impossible to call.

3. An employee who has exhausted accumulated sick leave may, in cases of extended illness or disability (twenty (20) consecutive calendar days), obtain sick days from a sick leave bank. The sick leave bank will consist of sick days donated by employees. Use of the sick leave bank shall be governed by the local Union and the superintendent or designee. Any time the bank falls below twenty (20) days, each employee will donate one half (1/2) day of accumulated leave to the bank. Decisions regarding sick bank use are not grievable.
4. Sick leave may be used for inclement weather days when a Bargaining Unit Member, except paraprofessionals, finds the weather conditions unreasonable and they cannot report to work. They must notify their supervisor by their assigned report time of the reasons they are unable to report to work.

**B. Personal Business:**

1. Two (2) days may be used per year for personal business. Such leave must be approved in advance by the supervisor. Request for personal leave must be in writing two (2) working days in advance, except for emergencies. Such leave may not be used in conjunction with vacation or holidays. Such leave must be used for business that can only be conducted during normal working hours, and shall not be used for other employment. Personal business day(s) and/or hours not used by the end of the year will be converted to sick leave time. It is expressly understood that personal business days may not be used for family vacations, shopping trips or recreational pursuits. Personal days and/or comp time may be used for inclement weather days by paraprofessionals up to a maximum of two (2) total days per employee per year.
2. Personal business days may be used for inclement weather days when a Bargaining Unit Member, except paraprofessionals, finds weather conditions unreasonable and they cannot report to work. They must notify their supervisor by their assigned report time of the reasons they are unable to report to work.

**C. Court Appearance:**

Other leaves with pay, not deductible from sick leave, are absences for court appearances as a witness in any case connected with the employee's work, or the school provided the employee is not litigating or pursuing claims against the school district. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, received by the employee in the form of witness fees or jury pay will be given to the Board to offset wages paid.

**D. Funeral Leave:**

1. An employee shall be allowed up to four (4) working days as necessary, for funeral leave, not to be deducted from sick leave, for a death in the immediate family. The immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, nieces and nephews, or other member of the employee's household.

2. In addition, an employee with the approval of his/her immediate supervisor shall be allowed up to one day per funeral to attend the funeral of a person not in their immediate family not to exceed two (2) such days per year.

E. Inclement Weather:

1. In the event school is canceled due to inclement weather, Bargaining Unit Members will not report to work. If asked to work any member may work and be paid their normal rate of pay.
2. On days when school is delayed due to inclement weather, all Bargaining Unit Members are expected to report at assigned times except paraprofessionals report one-half hour prior to start time. Paraprofessionals will not suffer loss of pay up to the delay starting time. If the delayed start has been changed to a cancellation, after the Bargaining Unit Member has arrived at work, he/she shall be allowed to leave as soon as possible. A time sheet shall be filled out for the hours worked and this time will not be deducted from the "snow bank" time held in reserve for school closings.
3. If any Bargaining Unit Member(s) find the weather conditions unreasonable, they must notify their supervisor of their reason(s) and how soon they can report to work.
4. In the event that school begins and then closes unexpectedly during the day after the Bargaining Unit Member has already reported to work, members shall be allowed to leave at closing or dismissal, provided students have cleared the building. If there is a deviation from the established school calendar, such as a school function or community activity, which results in school being dismissed early, members shall be allowed to leave at the scheduled closing time, provided students have cleared the building. Employees will not suffer loss of pay for these days.
5. In order for bargaining unit members to properly plan and prepare for the loss of pay in the event school is canceled due to inclement weather, a "snow bank" shall be utilized. Five (5) paid workdays will be held in reserve (banked) from the calculation of the employee's pay at the beginning of each school year. Each inclement weather day will result in the deduction of one payday from the banked days held in reserve. Bargaining unit members will deplete these days as needed to compensate for the inability to work on an inclement weather day. If any days are left in the bargaining unit members' individual snow bank at the end of the school year, those days will be paid to the employee and reflected in the last pay day in the month of June.

F. Accumulation Benefit:

1. An employee who retires under the Michigan Public School Employees Retirement System will be paid sixty-five percent (65%) of their accumulated sick days at the prevailing rate of pay. An employee who does not retire, but leaves the employ of the Board after ten (10) years of continuous service shall receive thirty-five percent (35%) of the accumulated sick days at the prevailing rate of pay. An employee who leaves the employ of the Board after five (5) years of continuous service shall receive twenty percent (20%) of accumulated sick days at the prevailing rate of pay. Any employee who voluntarily leaves the employ of the Board, and gives proper notification, with less than five (5) years of continuous service shall forfeit all accumulated sick days for deposit into the unit's sick bank.
2. An employee with more than two (2) years of continuous service who is placed on layoff status shall have the option of receiving five (5) days pay (if available) at their current rate of pay, to be deducted from their accumulated sick leave.
3. The employee's beneficiary shall receive the employee's accumulation benefit, as if the employee retired on the date of death.

4. Bargaining Unit Members who accumulate days in excess of 90 days of their frozen accumulation total above 90 days will have their excess days purchased by the Board at the rate of fifty percent (50%) of their current rate of pay in a tax deferred annuity (A+ rated), on July 1<sup>st</sup> of each year.

### **Article 17 - Work Hours and Year**

#### **A. Work Hours and Assignment:**

The normal workweek shall be Monday through Friday. Unit Members may request, in writing, a starting and ending work time no more than twice each year, to their supervisor. The hours per day may vary with position; however, an employee's normal workday will be scheduled. Daily starting and ending time shall be established by administration. Employees shall be notified of the hours, starting and ending time, and location of their tentative assignment by one (1) week prior to the first day of classes. Assignments shall be made by September 30<sup>th</sup>. With ten (10) days advance notice, an employee's hours and/or location may be adjusted without affecting the employee's total work hours per day or adversely affecting employee benefits. The assignment for any paraprofessional working as a MSRP – Michigan School Readiness Program – Associate Teacher shall be in compliance with state and federal guidelines. Both the board and the union agree that the workweek shall remain as above, Monday through Friday despite the four (4) day a week student schedule.

#### **B. Lunch:**

All Bargaining Unit Members shall be entitled to a duty-free, uninterrupted unpaid lunch period. The length of lunch period shall not be less than one-half (1/2) hour and not more than one (1) hour.

#### **C. Work Year:**

The definition of a normal work year for administrative assistants shall be one of the following:

1. Five (5) full days prior to the first day of classes, the number of days school is in session, and five (5) full days following the last day of classes.
2. Full calendar year.

The definition of a normal work year for all paraprofessionals shall be one of the following:

1. Days and times that students are in session unless additional time is requested by their building administrator.
2. The first day of regular K-12 classes, a Monday through Friday workweek, and no less than thirteen (13) full days following the last day of classes for MSRP students, unless additional time is requested by the program director.

#### **D. Summer Hours:**

Summer hours for employees shall begin one (1) week after the last day of classes and extend until two (2) weeks prior to the first day of classes, but not later than the third week of August, provided the required work is accomplished. Employees shall work a seven (7) hour shift between the hours of 7:00 a.m. and 4:00 p.m. and receive eight (8) hours pay.

#### **E. Deviation from Schedule:**

If deviation from a normal work year or substantial change in hours is required by the Board of Education, the positions shall first be posted. If the positions are not filled the Union will be

notified and the Union will encourage its membership to apply for such positions. If the positions are still not filled the Board shall have the right to require persons to work.

F. Rest Periods:

Two (2) fifteen (15) minute breaks shall be provided for all full-time employees during their workday.

G. Early Dismissal:

Employees shall be allowed to leave one (1) hour early on days preceding vacations or holidays, providing students have cleared the building. In the event an employee is unable to exercise the option of early dismissal they shall be granted one (1) hour of compensatory time. Employees shall receive full pay for the day.

### **Article 18 - Overtime**

A. Rate of Pay:

1. Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Holidays and sick days shall be considered days worked for purposes of overtime computation. Time and one-half (1 ½) shall be paid for all hours worked on Saturdays and Sundays. Time and one-half (1 ½) shall be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay. Each hour of overtime worked shall be equal to time and one-half (1 ½) pay or one and one-half (1 ½) hours of compensatory time at the employee's option.
2. A paraprofessional, bookkeeper or administrative assistant must have written approval in advance by the building administrator in order to work over the assigned hours. Pay will be granted or compensatory time may be granted at the option of the employee for all hours worked over the assigned hours as set forth by the 30th of September of each school year.

Paraprofessionals, bookkeepers and administrative assistants will not be allowed to accumulate comp time in excess of two-and one-half (2 ½) days of their normal work days. Any comp time accumulated in excess of two-and one-half (2 ½) days will be paid at the employees' hourly rate on the next pay.

All comp time must be reported to Central Office no more than one (1) week after time is earned or used. Comp time must be approved by the superintendent or supervisor three (3) days prior to use. Comp time may not be used during the week prior to the start of school, the first week of school, the last week of school, the week after school or in conjunction with vacations or holidays unless approved in advance by the administrator.

A paraprofessional may use up to two (2) total days of compensatory time and/or personal business time to cover a potential loss in pay due to inclement weather.

B. Minimum Call-In:

An employee reporting for overtime work not in conjunction with the regular work shift shall be guaranteed a minimum of two (2) hours work, or two (2) hours pay at the rate of time and one-half.

C. Parent-Teacher Conferences/Other:

An employee requested to work additional time (ex: Staff In-Service, Staff Meetings & Parent-Teacher Conferences) will be paid at their normal rate of pay. In order to plan effectively, the administration shall provide ten (10) working days' notice to employees that it wishes to have them work during Parent-Teacher Conferences. If this time worked results in overtime, as defined in A-1 of this Article, then the Bargaining Unit Member will be granted his/her choice of overtime pay or compensatory time for the overtime worked.

### **Article 19 - Holidays**

#### **A. General Condition:**

1. To be eligible for holiday pay, an employee must have worked the last scheduled day prior to the holiday and the first scheduled day after the holiday, unless the absence was excused by the business manager.
2. An employee is not eligible for holiday pay who is on an official leave of absence without pay.

#### **B. Holidays:**

All employees shall be paid for the following holidays that occur during the normal work year or occur when they are scheduled to work:

- |                         |                              |
|-------------------------|------------------------------|
| 1. New Year's Day       | 6. Thanksgiving              |
| 2. Good Friday          | 7. Friday after Thanksgiving |
| 3. Memorial Day         | 8. Christmas Eve             |
| 4. July 4 <sup>th</sup> | 9. Christmas Day             |
| 5. Labor Day            | 10. New Year's Eve           |

#### **C. Weekend Holidays:**

Holidays falling on weekends will be observed on a weekday immediately preceding or following the holiday and will be announced in advance.

#### **D. Other Paid Days:**

1. Year-round Employees: The Friday before Labor Day, the opening day of deer season, Presidents' Day and the Friday before it, shall be paid days if school is closed on those days.
2. All Other Employees: The opening day of deer season and Presidents' Day shall be paid days if school is closed on those days.

### **Article 20 - Vacation**

#### **A. Year-round Employees:**

1. Year-round employees shall be entitled to the following paid vacation:  
One (1) Year----- Eight (8) days  
Two (2) Years----- Twelve (12) days  
Seven (7) Years----- Seventeen (17) days  
Nine (9) Years----- Twenty (20) days  
Twenty (20) Years --- Twenty-three (23) days

All present twelve (12) month employees' vacation time shall be grandfathered if it exceeds the above schedule.

2. Vacation time is earned and computed based on anniversary date. Employees with more than one (1) year experience shall be allowed to use accrued vacation time during the first year of a transfer from a ten-month position to a twelve-month position.
3. Vacation earned during one employment year must be taken within same year.
4. Arrangements for vacation must be made in advance with, and approved by, the employee's supervisor. If more employees request a certain vacation period than can be spared at that time, preference of time shall be given to the employee with the longest period of service in the School District.
5. Vacations shall not be taken while students are in session, unless approved by the superintendent or designee.
6. When a holiday, as defined in this Agreement, is observed during a scheduled vacation, a vacation day will not be charged for that day.
7. If an employee becomes ill and is under the care of a duly licensed physician during vacation, the remainder of the vacation will be rescheduled.
8. Vacation may not be taken during any employees probationary period.
9. Vacation may not be taken in excess of vacation earned.
10. No employee shall take two years vacation during the same year.

**B. All Other Employees:**

All other employees shall be entitled to the following paid vacation:

1. Employees hired on/or before June 30, 1997, will be paid eleven days to be used when school is not in session.
2. Employees hired on/or after July 1, 1997, will be paid eight days to be used when school is not in session.

**C. Pay for Earned Vacation:**

1. If an employee is laid off, retires, or terminates employment for any purpose, they will receive pay for any unused vacation credit including that accrued in the current calendar year.
2. Each employee will be paid the current wage rate while on vacation.
3. The employee's beneficiary shall receive the pay for the employee's accumulated vacation credit that accrued during the current working year as if the employee retired on the date of death.

**Article 21 - Personnel Files**

**A. Review:**

An employee shall have the right to review the contents of all records of the Board pertaining to said employee, and to have a Union representative present at such review.

**B. Written Notification:**

The employee may submit a written notification regarding any material, and the same shall be attached to the material.

C. Material Limitations:

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a Bargaining Unit Member's personnel file unless the Bargaining Unit Member has had the opportunity to review the material.

If the administration and the employee both believe the material is in error, the material will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the employee.

Should an arbitrator determine that the grieved material is in error, then the material found to be in error will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the employee.

D. Signature:

An employee's signature on material in the file is to indicate awareness, but shall not mean agreement with the material's content.

**Article 22 - Rates For New Jobs**

When a new job is placed in the Unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate schedule. In the event the Union does not agree that the rate schedule is satisfactory, it shall be subject to mediation.

**Article 23 - Temporary Assignments**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the most senior laid off employee who meets the requirements for such job. If no employee is laid off, a person outside the Bargaining Unit may be employed for a period not to exceed seventy-five (75) days. A temporary employee shall accrue no seniority or benefits. The Board shall attempt to fill such temporary assignments with Bargaining Unit Members when school is not in session.

**Article 24 - Health Care Benefits**

A. Eligibility:

The health insurance made available in this Article is for employees who are not covered under another health insurance program (i.e., through a spouse).

1. For the contract year beginning July 1, 2008 to June 30, 2009, employees agree to change to the health insurance policy outlined below (Priority Health) for twelve months. If, at the end of the twelve month period, the majority of covered employees have experienced difficulty or diminished coverage or service that could not be resolved, both parties shall meet to explore viable options of Blue Cross Community Blue PPO coverage. Potential changes in coverage will not adversely affect employee benefits, nor result in an additional cost to the district. If at the end of the period of time from July 1, 2008 to June 30, 2009 employees have not experienced unresolved matters with the coverage in place, it will remain the same for the duration of this contract.

**B. Benefit Coverage:**

1. Subject to the limitations provided in B2a and B2b as follows, the Board will provide to full-time employees [eight (8) hours daily or more] First Dollar Indemnity Plan Priority Health P.O.S. \$1000/\$2000 Option 1, Priority Health \$10/\$40 w/contra co-pay prescription and \$20/\$80 co pay mail order prescription. The following riders are as follows:

Inpatient Mental Health – 10 Additional Days 0% Coinsurance, Outpatient Mental Health \$0 Copay, Alternate \$1 Million Lifetime Maximum, Ambulance \$0 Copay. The Board will fully cover the \$1000/\$2000 deductible with no out-of-pocket cost to the employee. Outpatient surgery will be fully covered with 50% insurance plan and the remaining 50% covered by the Board.

Employees may request abortion coverage with the full cost for the abortion coverage reimbursed to the District by payroll deduction.

- 2.a. The Board will pay the full cost for this coverage.

The Employer shall adopt and make available a Section 125 premium conversion option for employees who pay a portion of their premium.

- 2.b. If the monthly premium cost for the full family monthly premium cost per employee rate in any given year, as compared to the previous year, exceeds 15% the Board shall have the right to change the prescription coverage carrier to another carrier with an AM Best minimum rating of B+. The prescription coverage will continue with a ten dollar (\$10.00) generic/forty dollar (\$40.00) brand name co-pay and \$20/\$80 co-pay mail order prescription, and would not require pre-payment of prescription cost(s) by the employee and would be accepted locally. The Board will give the Association thirty (30) days notice prior to change in the prescription drug carrier and the new plan will be in place prior to any change being implemented.
3. The board on a monthly basis shall agree to reimburse back to \$5/\$10 of the out-of-pocket prescription cost encumbered by the employee. Employees shall be required to turn in receipts or other acceptable proofs of purchase in order to receive reimbursement. There shall be no adverse tax consequences for employees under this arrangement.
4. Grandfather Clause. Those employees working less than eight (8) hours per day and provided full health care coverage on January 12, 1998, shall continue Board paid coverage provided in B-1 subject to the premium limitations in B-2.
5. Employees employed part-time [four (4) hours daily or more but less than eight (8) hours daily] shall be entitled to a pro-rata of the monthly premium based on an eight (8) hour day (e.g. 4 hours = 50%). Those employees working three (3) hours or more per day on January 12, 1998, will continue to receive the same pro-rata percentage in effect at that time.

**C. Long Term Care Coverage**

In addition to the health benefit coverage as outlined above, the Board shall provide UNUM Long Term Care Indemnity Base Plan (Plan 1). Each eligible employee may choose to add

family members and/or increase this coverage from the base plan by utilizing the Buy-up Options as outlined by UNUM, at the employee's expense. The Base Plan coverage is \$3000/month with Facility Benefit Duration of 3 years and a lifetime maximum benefit of \$108,000. Any other bargaining unit member may obtain this coverage for themselves or add family members, at their expense, utilizing the UNUM group premium rate.

D. Annuity In Lieu Of:

Full time [eight (8) hours or more per day] employees not selecting health insurance shall receive one thousand, two hundred and fifty dollars (\$1,250.00) annually as a cash payment per the District's Section 125 Cafeteria Plan. Employees working less than eight (8) hours per day and receiving this benefit on January 12, 1998, shall continue to be provided the benefit.

E. Annuity (Less than 6 Hours/Day):

Employees normally scheduled less than eight (8) hours per day but more than four (4) hours per day not selecting health insurance shall receive six hundred and fifty dollars (\$650.00) annually as a cash payment per the District's Section 125 Cafeteria Plan. Employees working six (6) hours or less and receiving this benefit on January 12, 1998, shall continue to be provided the benefit.

F. Enrollment:

1. New Employees: New employees who are eligible for health care benefits may be covered on the first day of work if they have enrolled.
2. Current Employees: Current employees who are eligible for health care benefits may be covered on the first day of work on which they became eligible (i.e., due to increase in scheduled hours) if they have enrolled. Current employees also may be enrolled during any open enrollment period.

G. Term:

Benefit coverage is for a full twelve (12) month period. Benefits will be terminated on the last day of the month in which the employee leaves the employ of the Board, goes on unpaid leave, or becomes ineligible for benefits. Benefits will terminate on the last day of the month for employees eligible to receive MPSERS retirement benefits the following month.

H. Health Carrier:

The Board agrees to discuss, at the request of the Union, proposed changes in insurance carrier.

**Article 25 - Dental Insurance**

All employees shall receive without cost Delta Dental which includes Class I 75%, Class II 75%, Class III 75%, and Class IV 75%. The policy year maximum for Classes I, II, and III combined shall be \$1,500, and the lifetime maximum for orthodontics shall be \$3,000. The plan shall include internal and external coordination of benefits.

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

### **Article 26 - Life Insurance**

The Board shall provide not less than \$50,000 life insurance benefit to all bargaining unit members. The benefit plan shall include accidental death and dismemberment (AD & D) and waiver of premium (WOP).

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

### **Article 27 - Long Term Disability Insurance**

The Board shall provide Long Term Disability Insurance beginning at the 90<sup>th</sup> consecutive day of the same or related illness or disability and at a rate not to exceed 66 2/3% (sixty-six and two-thirds) of the subscriber's salary in accordance with the following provisions:

1. Monthly maximum pay of \$3,000.00
2. Social Security Freeze.
3. Rehabilitation clause (50% of Rehab offset).
4. Primary Social Security Offset.
5. No preexisting condition or eligibility waiting period.
6. Two (2) year own occupation clause.

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts, which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

### **Article 28 - Vision Insurance**

The Board shall provide to all Bargaining Unit Members VSP 2 Silver. Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the 27<sup>th</sup> day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

### **Article 29 - Wages**

#### **A. Wage Scale:**

The wages shown in Appendix A are made part of this Agreement. All new employees in the District shall start at "Hire" of the salary schedule according to their position. Employees returning to the District who have prior employment experience in a bargaining unit position shall upon return receive full credit on the salary schedule for their employment experience within their classification. All employees shall progress on steps as shown in Appendix A according to their anniversary date. Employees who change position shall move laterally on step. The Board may give wage scale credit to newly hired employees.

B. Wage Payments:

Wage payments will be made on alternate Fridays for the two (2) week pay period ending on Saturday before payday.

C. Deductions:

The Board will continue to allow payroll deductions (i.e., annuities).

D. Prior to the expiration of this contract, the Board and the Association agree to discuss, at the request of either side, proposed changes to the health care coverage or carrier, provided the results do not negatively impact either party. Both parties must mutually agree to open this issue and make any changes.

**Article 30 - Reimbursement**

A. Vehicle Usage:

Each employee who uses her/his own vehicle for official school business at the request of the supervisor shall be reimbursed at the I.R.S. rate for each mile driven while conducting such official school business. The employee shall submit a request for reimbursement to Central Office at the end of each semester.

B. Mileage Chart:

The following is the round trip mileage from Central Office, 421 S. Mitchell Street, to the various buildings. This chart is for information purposes:

Forest View	22.4 miles	Franklin	1.3 miles
Kenwood	4.0 miles	Lincoln	3.8 miles
McKinley	2.7 miles	Mackinaw Trail	2.5 miles
Cadillac Junior High	2.4 miles	Cadillac High School	2.8 miles
Cooley	1.0 mile		

C. Meals:

Each employee who is away from the school building during a normal meal period while performing assigned duties, has the option of procuring a meal at School District expense. Requests for reimbursement shall be submitted to the supervisor not later than thirty (30) days after the date on which the expense was incurred. The amount of reimbursement shall be subject to administrative guidelines.

**Article 31 - Employee Assistance**

A. Work Related Incidents:

The Board will render assistance to employees in connection with handling of work related incidents involving law enforcement and/or judicial authorities. If the Board determines that the employee has acted within the scope of written Board policy or has not acted negligently or in violation of the law, legal counsel will be provided if the employee is not otherwise covered by insurance.

**B. Administering Medication:**

Employees may be required to administer medication to students when the following conditions are met:

1. The parents or legal guardians have given prior written approval for the administration of medication by school personnel;
2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist;
3. Medication is given in the presence of an adult witness;
4. All necessary equipment and supplies are provided.

The employer shall indemnify and save harmless from any liability employees who administer medication to pupils when directed to do so by school supervisory personnel except for an act or omission amounting to gross negligence or willful or wanton misconduct (See Section 1178 of School Code).

**C. Employee Safety:**

The employer and employee will adhere to the established District Crisis Plan. A representative from the Association served on a committee that helped develop this Crisis Plan and the Association shall be invited to participate on any future committee that may consider revision of the Crisis Plan.

**Article 32 - Physical Examinations**

**A. Physical Examinations:**

1. If a question arises as to the physical or mental ability of an employee to perform work in the classification or in a classification for which the employee makes application, the Board may require an examination by a physician of the employee's choice. If the Board is not satisfied with such an examination it may require another examination by a physician of the Board's choice. Should a medical question arise from a different opinion given by the two physicians the parties hereto shall choose a third physician who after consulting with the other two physicians shall render an opinion. Such an opinion shall be final and binding on the parties hereto. The expense of the first two physicians shall be borne by the employee's hospitalization and the Board. The expense of the third opinion or examination shall be borne by the Board.

**Article 33 - Strikes and Lockout**

**A. Strike:**

The Union or any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike as defined by PA379.

**B. Lockout:**

The Board agrees that during the life of this Agreement there shall be no lockout of employees.

### **Article 34 - Board Rights**

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the related activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer (or temporary transfer due to an emergency situation) all such employees. The exercise of the foregoing powers, rights, authority, duties 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 therewith shall be limited only by the specific and expressed terms hereof and in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

### **Article 35 - Joint Committee**

The parties agree that they will form a joint committee consisting of three (3) representatives from the Association and three (3) representatives from the Board to meet regularly during the school year to discuss matters of mutual interest.

APPENDIX A.										
WAGE SCALE										
	<u>New Hire</u>	<u>One Yr.</u>	<u>Two Yr.</u>	<u>Three Yr.</u>	<u>Four Yr.</u>	<u>Five Yr.</u>	<u>Six Yr.</u>	<u>Ten Yr. Longev.</u>	<u>Sixteen Yr Longev.</u>	<u>Twenty Yr. Longevity</u>
<u>PARAPROFESSIONAL</u>										
2008-09	11.10	12.13	12.82	13.38	13.55	13.76	13.93	14.15	14.46	14.76
2009-10	11.32	12.37	13.08	13.65	13.82	14.04	14.21	14.43	14.75	15.06
<u>ADMINISTRATIVE ASSISTANT - 10 Month</u>										
2008-09	11.84	12.95	13.33	14.00	14.63	14.92	15.18	15.39	15.70	16.00
2009-10	12.08	13.21	13.60	14.28	14.92	15.22	15.48	15.70	16.01	16.32
<u>ADMINISTRATIVE ASSISTANT - 12 Month</u>										
2008-09	12.09	13.29	13.82	14.35	14.90	15.19	15.41	15.62	15.93	16.23
2009-10	12.33	13.56	14.10	14.64	15.20	15.49	15.72	15.93	16.25	16.55
<u>BOOKKEEPER 12</u>										
2008-09	12.53	13.77	14.29	14.83	15.36	15.64	15.86	16.08	16.38	16.68
2009-10	12.78	14.05	14.58	15.13	15.67	15.95	16.18	16.40	16.71	17.01
B. Retirement - The Board will pay the employer portion of retirement.										
C. Longevity Stipend (To be taken as a tax sheltered Annuity):										
12 Month										
<u>Employees</u>										
over step 16 (or in the 17th year) \$150.00 annually										
over step 10 (or in the 11th year) \$125.00 annually										
over step 6 (or in the 7th year) \$100.00 annually										

**Article 36 - Duration Of This Agreement**

This Agreement shall be effective on July 1, 2008, and shall remain in effect until June 30, 2010. Negotiations between the parties shall begin not later than sixty (60) days prior to the contract expiration date.

In witness whereof the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

Paraprofessionals and  
Administrative Assistants  
of Cadillac for the Union:

Cadillac Area Public Schools  
for the Board of Education:

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Its Negotiator

By \_\_\_\_\_  
Its Negotiator

Date \_\_\_\_\_

Date \_\_\_\_\_