

AGREEMENT

Between

CHIPPEWA HILLS SCHOOL DISTRICT

And

**CHIPPEWA HILLS SUPPORT PERSONNEL ASSOCIATION
MEA / NEA**

**Effective Date: October 1, 2002
Termination Date: June 30, 2005**

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1 PURPOSE AND INTENT	3
ARTICLE 2 NON-DISCRIMINATION	4
ARTICLE 3 UNION RECOGNITION	5
ARTICLE 4 BOARD RIGHTS	6
ARTICLE 5 AGENCY SHOP	7
ARTICLE 6 UNION REPRESENTATION	9
ARTICLE 7 SPECIAL CONFERENCES	10
ARTICLE 8 GRIEVANCE PROCEDURE	11
ARTICLE 9 DISCHARGE, SUSPENSION OR DISCIPLINE	13
ARTICLE 10 SENIORITY	14
ARTICLE 11 LAYOFF AND RECALL	16
ARTICLE 12 JOB POSTING AND BIDDING PROCEDURES	18
ARTICLE 13 NEW POSITION	21
ARTICLE 14 TEMPORARY ASSIGNMENTS	22
ARTICLE 15 SUPERVISORS	23
ARTICLE 16 CONTRACTING AND SUB-CONTRACTING	24
ARTICLE 17 EFFECTS OF LEGISLATION	25
ARTICLE 18 SUCCESSOR'S CLAUSE	26
ARTICLE 19 AGREEMENT OF UNDERSTANDING	27
ARTICLE 20 STRIKES AND WORK STOPPAGES	28
ARTICLE 21 LEAVES OF ABSENCE	29
ARTICLE 22 WORK DAYS AND HOURS	30
ARTICLE 23 DRIVER EXTRA TRIPS AND ADDED TIME	33
ARTICLE 24 TIME AND ONE-HALF AND DOUBLE TIME	34
ARTICLE 25 EQUALIZATION OF OVERTIME HOURS	35
ARTICLE 26 HOLIDAY PROVISIONS	36
ARTICLE 27 VACATION	37
ARTICLE 28 VACATION PERIOD	38
ARTICLE 29 SICK LEAVE	39
ARTICLE 30 WORKER'S COMPENSATION	41
ARTICLE 31 FUNERAL LEAVE	42
ARTICLE 32 SCHOOL CLOSING	43
ARTICLE 33 HEALTH, DENTAL AND DISABILITY INSURANCE	44
ARTICLE 34 PAY PERIOD AND PAY DAY	46
ARTICLE 35 RETROACTIVITY	47
ARTICLE 36 CLASS, POSITIONS, RATES AND LONGEVITY	48
ARTICLE 37 EXPENSES AND REIMBURSEMENT	51
ARTICLE 38 MISCELLANEOUS PROVISIONS	52
ARTICLE 39 TERMINATION AND MODIFICATION	55

AGREEMENT

This agreement entered into on this 1st day of October, 2002 between the Chippewa Hills Schools (hereinafter referred to as the "EMPLOYER") and Chippewa Hills Support Personnel Association MEA/ NEA (hereinafter referred to as the "ASSOCIATION").

ARTICLE 1 **PURPOSE AND INTENT**

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 2
NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principals involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or age. Determination of compliance with this clause shall be exclusively the province of the courts and appropriate tribunals as provided by law and shall not be the basis for any grievance under this agreement.

ARTICLE 3
ASSOCIATION RECOGNITION

(A) Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (PERA), as amended, the employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this agreement of all employees of the employer as hereinafter described.

"All non-teaching employees including paraprofessionals, secretaries, transportation, tutors, custodial/maintenance and cafeteria employees but excluding confidential employees and supervisors as determined by the Commission."

(B) The employer agrees not to negotiate with any other organization of non-teaching employees other than the Association as the sole and exclusive bargaining agent for the duration of this agreement; provided, however, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, provided such adjustment is not inconsistent with the terms of this agreement; and provided further, that the Association or its designated representative had been given an opportunity to be present at such adjustment.

ARTICLE 4
BOARD RIGHTS

It is recognized that Michigan law makes the Board of Education legally responsible for the operations of the Chippewa Hills School System in all respects. Except as otherwise specifically provided herein, the management of the schools and the direction of the work force, including, but not limited to the rights to hire, discipline or discharge, to decide qualifications for hiring, to transfer, assign and promote, to layoff for lack of work or funds, to make reasonable rules and regulations for the work and conduct of employees, to determine schedules of work, to subcontract, and to determine the methods, processes and manner of performing work, are vested exclusively in the employer. The employer and its administrative staff shall be free to exercise all such rights and authority permitted by law, provided only that no such action shall violate any of the express terms of this agreement.

ARTICLE 5 **AGENCY SHOP**

(A) Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the commencement of work duties, shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues and assessments required to be paid by members of the Chippewa Hills Support Personnel Association, MEA/NEA, less any amounts not permitted by law, in the manner provided in this Article.

(B) In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the following procedures:

- 1) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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.
- 2) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B above.
- 3) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
- 4) Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

(C) Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

(D) Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures – Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit

members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

(E) Due to certain requirements established in recent Court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

(F) Further, the Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

(G) The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing the union security provisions of this article. Further, the Association agrees to indemnify and save the Board of Education of the Chippewa Hills School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

ARTICLE 6
ASSOCIATION REPRESENTATION

- (A) The Association shall be represented by a President, Vice President, Secretary/Treasurer, Chief Steward and one (1) negotiating committee member from each classification.
- (B) In the absence of a steward, the President, Vice President, Secretary/Treasurer or the Chief Steward may handle a complaint and/or grievance at the discretion of the President.
- (C) The President, Chief Steward, and Stewards shall not lose time or pay for authorized time spent investigating complaints and/or handling grievances, attending authorized meetings with the Employer or participating in negotiation sessions scheduled during regular working hours. Members of the bargaining committee will not lose time as the result of bargaining sessions during regular working hours.
- (D) No officer or steward shall leave his job without first receiving authorization from his/her immediate supervisor. The immediate supervisor shall grant the necessary time off for such duties unless to do so would conflict with the immediate job or program then required; provided however, the immediate supervisor will grant the necessary time as soon as possible.
- (E) The Association shall furnish the Employer with a list of the officers, stewards and members of the bargaining committee and any changes thereof.
- (F) For all discipline conferences or investigatory interviews, the members and/or their Association representative shall be allowed time off with pay to be present at such meetings when the meeting is scheduled during their regular working hours.

ARTICLE 7
SPECIAL CONFERENCES

Special conferences for important matters may be arranged between either the President or the Chief Steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Association and at least two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose time or pay for time spent in such special conferences.

ARTICLE 8
GRIEVANCE PROCEDURE

- (A) A grievance is defined as a dispute regarding the meaning, interpretation, application or alleged violation of the terms and/or provisions of this Agreement or of terms or conditions of employment.
- (B) In order to be a proper subject for the grievance procedure, the grievance must be submitted within ten (10) working days from the date of occurrence, knowledge of its occurrence by the employee and/or the Association, or from the date the employee or Association could reasonably have been expected to have had knowledge of the occurrence.
- (C) To be proper matter for the grievance procedure, a grievance must be presented in accordance with the time limits and answered in accordance within the time as hereinafter provided. Time limits may be extended by mutual agreement in writing, between the Association and the Employer. For the purpose of this article, a working day is defined as a day when the employee in question is regularly scheduled to work and shall include any days that the employee in question is on an approved leave (including sick or vacation).
- (D) Any grievance not appealed by the Association in writing within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (E) Any grievance not answered by the Employer within the time limits herein provided shall be deemed denied by the Employer. However, said denial shall not foreclose the Association's or grievant's right to proceed to the next step of the grievance procedure in a timely fashion.

STEP 1: An employee and steward having a grievance shall present the grievance in writing to the immediate supervisor within the time frame as stated in paragraph B above. The immediate supervisor shall submit a decision in writing within five (5) working days from the date of receipt of the grievance.

Association Grievances Begin at Step 2

STEP 2: If the grievance is not satisfactorily resolved in Step 1, the decision may be appealed in writing to the Superintendent within five (5) working days from the receipt of the grievance answer at Step 1 by the Association. A meeting between the Employer and the Association shall be arranged to attempt to settle the grievance. The decision shall be rendered by the Superintendent, in writing, within five (5) working days of the date of the meeting.

STEP 3: If the answer in Step 2 is not satisfactory and the Association wishes to carry it further, Chippewa Hills Support Personnel Association, MEA/NEA shall, within twenty (20) days from the date of receipt of the Superintendent's answer at Step 2, submit a written request for a meeting with the Board of Education to attempt to resolve the grievance(s). If after such meeting, the matter is not resolved the

Chippewa Hills Support Personnel Association, MEA/NEA, may file a notice of Demand for Arbitration within ten (10) working days after the meeting with the Board of Education; Upon notification, the employer and the Association may mutually agree to the selection of an arbitrator. If no arbitrator is selected, thereafter the arbitration proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

- (a) The arbitrator, Association, and the Employer may call any person to be a witness in an arbitration hearing.
- (b) Either party, being the Employer or the Association, may request a verbatim transcript of the proceedings; provided, however, it pays for the cost of the transcript and provides the other party and the arbitrator with a copy.
- (c) The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendment hereof, or to specify the terms of a new or additional agreement, or to substitute his/her discretion for that of any of the parties hereto this Agreement.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, and the employee or employees involved, and the Employer.
- (e) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party, except by mutual consent in writing, and signed by both parties.
- (f) Expenses for the arbitrator shall be shared equally between the Employer and the Association.

ARTICLE 9
DISCHARGE, SUSPENSION OR DISCIPLINE

(A) When in the opinion of the Employer, for just cause, discharge, suspension, or disciplinary action is warranted, such action must be initiated within fifteen (15) regularly scheduled working days from the date of its occurrence, or knowledge of its occurrence, of the condition giving rise to the type of disciplinary action except when a longer period of investigation and deliberation is necessary. Any such extensions of the time limitation shall be brought before the Association, with the intent of the extension explained, and shall be used with discretion and not abused.

(B) The Employer will not meet with an employee for purpose of imposing any predetermined discipline unless the Association representative is afforded the opportunity to be present for such meeting. In the event unanticipated or immediate disciplinary action is taken with an employee, the Employer shall notify the proper Association personnel immediately following such action.

(C) The Employer agrees, promptly upon the discharge, suspension, or discipline of an employee to notify, in writing, the employee and the Association Steward representative of the discharge, suspension, or discipline. Any suspension for investigation will be with pay and benefits.

(D) In the case of discharge or suspension, the employee will be allowed to discuss the discharge or suspension with the steward prior to the time he is required to leave the premises of the Employer, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward as soon as time can be mutually agreed upon. The notice of discharge, suspension or discipline shall set forth the reasons and all materials pertaining to the discharge, suspension or disciplinary action. Copies of these materials shall be given to the employee and the Association President.

(E) In imposing any discharge, suspension or disciplinary action on a current charge, the Employer will not take into account any prior infraction which occurred more than five (5) years, or three (3) years with no infractions.

ARTICLE 10
SENIORITY

(A) New employees hired into the bargaining unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee completes the probationary period by accumulating sixty (60) working days within one hundred eighty (180) calendar day period, he or she shall be entered on the seniority list and rank with seniority from the original date first hired. If the probationary period is not completed within the one hundred eighty (180) calendar days, then the employee shall be entered on the seniority list and ranked with seniority from the day following the end of the probationary period. This provision shall not apply to temporary employees defined in Article 14, Section (B).

(B) The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharge and discipline for reasons other than Association activities.

(C) Seniority shall be on the basis of time in-classification first and employment time Employer-wide thereafter. Employees with the same amount of in-classification and Employer-wide seniority shall be ranked by random drawing conducted by the Superintendent with Association leadership present. Employees laid off and losing their seniority and thereafter are rehired on the same date shall retain their seniority order as when the layoff occurred. In the event a person leaves a classification but continues as an employee of the district their time in the classification shall be maintained or frozen but shall not accrue.

(D) An employee will lose his seniority for the following reasons:

1. Resigns.
2. Is discharged for cause
3. Is absent for three (3) consecutive working days without notifying and receiving authorization from the Employer. Exceptions may be made at the discretion of the Employer.
4. Fails to return from a leave of absence shall be treated the same as sub-section 3 above.
5. When an employee is laid off for a period of one (1) year or the length of employment with the employer, whichever is greater. Length of employment with the employer shall be defined as the period of time from the seniority date to the layoff date.

(E) The seniority list will show the name, classification, and seniority date of all employees entitled to seniority. The Employer will keep an up-to-date seniority list and will provide the Association President upon request with a copy of the list (not to exceed six (6) times per year) who will then post a copy on the employees' bulletin board in each building. The President shall be notified in writing by the Employer of any changes in the seniority list and provided with the name, address, and work location of any bargaining unit employee hired,

terminated, placed on leave of absence, or returned from leave of absence during the previous bi-weekly period.

(F) Notwithstanding their position on the seniority list, the President, Chief Steward, and Steward shall continue to work as long as there is a job which they can perform within their classification, and shall be recalled to the first opening which they can perform in the event of a layoff.

(G) For purposes of time in-classification, seniority under this Article, the following classifications shall be recognized: Custodial/Maintenance; Secretarial; Paraprofessionals; Cafeteria; Tutors, and Transportation.

(H) Employees who resign from the District shall submit a written resignation to their immediate supervisor with a copy to the Superintendent and the Association President.

ARTICLE 11
LAYOFF AND RECALL

(A) The term layoff shall mean a reduction in the work force due to a decrease in work, when the situation occurs that it is economically necessary to reduce staff, or when the Employer reasonably determines a reduction in force to be appropriate.

1. In the event there is a reduction in hours, the employee shall have the option to accept reassignment to the least seniority position within classification with equivalent number of hours.

(B) Employees who are normally not scheduled to work during time of the year when school is not in session, based upon the school calendar, shall not constitute a layoff within the meaning of this Article.

(C) Notice of layoff shall be issued to the employee with the least in-classification seniority (probationary first) holding the position or assignment within the classification, at the building, and during the shift that is to be eliminated or reduced.

(D) Employees to be laid off will be given at least seven (7) calendar days written notice of layoff. The President shall receive a list of the employees to be laid off on the same day the notices are given to the employees.

(E) 1. Upon receipt of the notice of layoff an employee shall have the right within seven (7) calendar days to bump the employee who has the lesser in-classification seniority within the laid-off employee's classification, provided the laid-off employee has the ability to perform the work required.

a) This does not include bus drivers. They must bump the least seniority person with equal hours.

2. If the laid-off employee does not have sufficient in-classification seniority to hold a position within his/her current classification, but has sufficient district-wide seniority, the laid-off employee shall have the right within seven (7) calendar days to bump the least senior employee district-wide within any classification except the classification the employee is leaving provided the employee has the ability to perform the work.

3. Bumps shall be accomplished by notifying the Superintendent in writing of the intent to exercise seniority and specifying the person and classification to be bumped. Within seven (7) calendar days from the receipt of the notice of intent to exercise seniority, the Superintendent shall assign the employee to the position specified or notify the employee in writing that the assignment has been denied.

(F) Employees will be recalled to work in the inverse order of layoff, including employees who have bumped in order to avoid layoff. Notice of recall shall be sent to the employee by certified mail or receipted delivery. It is the responsibility of all employees to maintain a current address with the superintendent's office. If the employee fails to report to the job within five (5) regularly scheduled working days from the date of receipt of the recall notice, he or she shall be considered as quit.

ARTICLE 12
JOB POSTING AND BIDDING PROCEDURES

(A) Notice of all vacancies and newly created positions shall be posted on the bulletin board in each building within five (5) working days from the date of vacancy. Postings shall be for a period of five (5) working days and shall contain the following information: Type of Work, Location of Work, Starting Date, Rate of Pay, Hours to be Worked, Classification, and Job Qualifications/Requirements. Employees interested in applying for the position shall make formal application within the posting period only on an Employer designated form to the Superintendent with a copy to the Association President. The employee with the most seniority in the same classification as the vacant position [see Article 10, Seniority, Section (C)] applying for the position and who meets the minimum qualification requirements as established by the administration shall be awarded the position within five (5) working days after the posting expires.

The Employer may review the contents of the employee's personnel file when the employee is bidding on a vacant position. It is the employee's responsibility to maintain an up-to-date and accurate personnel file.

If there is no applicant who meets the qualification requirements and also holds seniority in the same classification as the vacancy, the administration may consider both internal and external applicants and award the vacant position to the applicant from either category who, in the administration's judgment, is best qualified for the position. If the administration deems more than one applicant to be equally qualified, preference shall be given to the applicant (if any) with the most seniority employer-wide.

The Employer shall provide the Association President with a written notice of the employee awarded the position. The administration may determine to utilize written and/or "hands-on" tests reasonably designed to assess an applicant's skills and fitness for a particular vacant position. For any posting that requires a district-administered test, all applicants will be required to take the district-administered test on-site. If an individual meets state and/or federal requirements (as applicable), then no on-site test will be given. It is agreed that if an employee takes such a test and does not achieve the minimum proficiency level required by the administration, the administration may in its discretion require the employee to present evidence that he/she has completed appropriate courses or training which will improve his/her skills before allowing the employee to re-take the test. A copy of all test results will be given to the employee upon request.

A newly hired employee shall be ineligible to bid on any future vacancies outside of their classification for a period of two (2) calendar years from the date of their first working day.

(B) In the event the senior applicant(s) is denied the position, reasons for denial shall be given in writing to the employee(s) and a copy given to the Association President.

(C) Any current non-probationary employee transferring or bidding into a new position, shall be deemed to be in a trial period for the first thirty (30) working days in said position (not including days absent due to illness, leave or other reasons). Probationary employees are not allowed to transfer or bid into a new position during their probationary period as defined in Article 10, Section (A). During said trial period:

1. The employee, may in his/her discretion, choose to revert back to his or her former position.
2. The Employer, may in its discretion, transfer the employee back to his or her former position, if the employee is unsatisfactory in the new position. Provided, however, notice in writing shall be given to the employee with a copy to the Association President.

During the trial period, the Employer may, in its discretion, fill the employee's former position with a temporary substitute, and the employee's former position will not be considered vacant until the successful completion of the trial period or until the employee returns to his/her former position during the trial period, whichever occurs first.

In the event that an employee, during the trial period, elects to revert back to his/her former position (if such position still exists) the Employer may, in its discretion, either award the position to the next most senior (in the same classification where the vacancy exists) and qualified applicant for the original posting or, in the alternative, re-post the position.

(D) Employees who have been transferred in accordance with the above shall receive the rate of pay for the classification in accordance with Article 10, Seniority, Section (C).

(E) All vacant or newly created positions that become available prior to the end of the student term will be posted at least ten (10) days before the end of student term. All vacant positions that become available during the summer months will be posted at a special bid meeting to be held at least ten (10) days prior to the start of the student term. The Employer shall notify the employees, at the last address known to the employer, via US Mail of the date, time, and place of the meeting and a listing of all vacant positions.

(F) Employees shall be limited to one (1) transfer each school year (July 1 through June 30) unless mutually agreed otherwise between the Employer and the Association.

(G) A person holding a position which spans more than one (1) classification shall accrue seniority, for the purpose of posting and bidding in the classification as determined by a special conference of Employer, employee and Association representatives.

(H) EXTRA EMPLOYMENT FOR SCHOOL YEAR EMPLOYEES - Employees working in school year positions will be allowed to bid on new or vacant positions, that are not filled per the posting and bidding procedure contained in paragraph (A), outside of their regular position before the Employer hires new employees from outside the bargaining unit, provided and in addition to:

1. The total number of hours worked will not exceed eight (8) hours in one day or forty (40) hours in one week, except by approval of the Employer on an as-needed basis.
2. The Employer will establish the hours of work of the available positions.
3. The Employer may make changes in the hours of the combined positions to accommodate the needs of the Employer and the employee, provided that if an employee's hours would exceed (1) above, and the Employer is unable to change those hours to accommodate the situation, then the employee may use his/her seniority in the affected job to bump into a position that would comply with (1) above.

(I) SUMMER EMPLOYMENT - In the event the Employer employs help for the summer months doing jobs that would normally not be posted and bid under Article 12 (A), and the funds for such jobs come from the Employer's school funds, then bargaining unit members will be offered said jobs first before hiring from outside the bargaining unit. The Employer shall establish a separate list of employees interested in working these jobs during the summer. The Employer will award such jobs to qualified employees on a seniority basis; however, if an employee once contacted by the Employer does not report, or refuses to work the job offered, he/she will be removed from the list. The wages paid to summer help will be paid as set forth in Article 36. It is agreed between the parties, that in the event any problems develop as a result of implementation of this proposal, to meet in an attempt to resolve the problem before termination of the program takes place. All employees working in any of the positions so outlined above shall be covered by all of the terms and provisions of the collective bargaining agreement, with the exception of the benefits and wages and the posting and bidding procedure which have been outlined above.

ARTICLE 13
NEW POSITION

The Employer shall have the right to establish new positions within the bargaining unit, provided however, the Employer shall notify the Association within five (5) working days of the proposed classification title, the description thereof, and the rate of pay prior to becoming effective. In the event the Association disagrees with the rate of pay, it shall, within five (5) working days from the date of notice of receipt advise the Employer and thereafter it shall be subject to negotiations. The addition of hours to a current position will not constitute a new position, unless the additional hours change the position from part time to full time.

ARTICLE 14
TEMPORARY ASSIGNMENTS

(A) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, or on an approved leave of absence will be granted to the senior employee within the classification, who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided the assignment is for more than one (1) day. Further, such vacancies will receive full fringes for this assignment after 30 calendar days. The Employer will be the sole determinant of who meets the requirements for such job. The Employer will not be obligated to fill any temporary assignment as outlined above for the first five (5) days of the absence, and may for the first five (5) days use a substitute. If the Employer decides to fill the position beyond the five (5) days, then the above language will apply.

(B) Temporary Employees: Employees hired for a specific short-term duration (not to exceed five (5) months) shall be considered as temporary employees and they shall not replace or displace regular bargaining unit employees nor deprive regular employees of hours, wages, or employment benefits provided under this collective bargaining agreement. The employer agrees not to make a series of temporary hires for the purpose of filling a regular bargaining unit position provided for in the school budget. A temporary employee who works longer than five (5) months shall become a regular employee.

ARTICLE 15
SUPERVISORS

(A) It is expressly understood by the Employer and the Association that competent supervision, coordination, and support of the work force is in the best interest of the school district and the employees of the district.

(B) The Employer retains all rights with regard to the establishment of supervisory positions, the qualifications for supervisory positions, and the selection of supervisory personnel. Bargaining unit members shall have an opportunity to apply for supervisory positions and years of service to the district shall be given due consideration in the selection process.

(C) Supervisory employees shall not normally perform work within the bargaining unit except:

1.) - in cases of an emergency nature arising out of unforeseen circumstances which call for immediate attention.

2.) - for the instruction or training of employees, including demonstrating the proper methods.

(D) Any bargaining unit member who is transferred to a supervisory position or any other position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, shall be credited only with time served in the bargaining unit for the purpose of benefits provided for in this Agreement. Those employees who have left the bargaining unit prior to 3/1/94 shall not be affected by this limit. They shall have unlimited accumulation of seniority under the language in which they left, if they return to the bargaining unit.

ARTICLE 16
CONTRACTING AND SUB-CONTRACTING

The parties acknowledge and shall abide by the provisions of 1994 PA 112 regarding the rights of the Board of Education to contract out or subcontract bargaining unit services.

ARTICLE 17
EFFECTS OF LEGISLATION

If any law now existing, or is hereinafter enacted by the Congress of the United States or the Legislature of the State of Michigan; or any judicial decision, or legal opinion is rendered by a court of competent jurisdiction, or any appropriate state or federal agency shall invalidate any portion of this Agreement, then the portion invalidated shall have no further force or effect and it shall be subject to negotiations thereafter between the parties.

ARTICLE 18
SUCCESSOR'S CLAUSE

This Agreement shall be binding upon the Employer's successor, or in the event of the Employer's merger or consolidation except in the case where it is prohibited by law, or federal law, or as determined by the Michigan Employment Relations Commission (MERC).

ARTICLE 19
AGREEMENT OF UNDERSTANDING

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20
STRIKES AND WORK STOPPAGES

Neither the Association nor any person acting in its behalf will cause, authorize or support; nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

ARTICLE 21
LEAVES OF ABSENCE

Leave of absence shall be granted without pay for:

- (A) Serving on any elected or appointed position with the Association for two (2) years maximum, not to exceed one (1) employee at a time.
- (B) Leave of absence not to exceed one year under the provision of the FMLA (Family Medical and Leave Act) shall be granted for the following reasons:
 - 1) the birth, or placement for adoption, or foster care of a child;
 - 2) a serious health condition of a family member;
 - 3) the bargaining unit member's own serious health condition;
 - 4) the care of a child under age 18.
- (C) The Employer may grant other leaves of absence for reason other than stated above for a minimum of one (1) calendar month up to a maximum of one (1) calendar year.
- (D) All such leave requests shall be submitted at least ten (10) working days prior to the requested leave dates if possible, in writing, to the Superintendent and answered within five (5) working days thereafter. Such leaves may be extended for like cause. Employees on leaves must submit in writing by May 1st of the school year in which their leave expires their intent to return. All leaves must be approved in writing by the Employer before the employee is eligible for the leave to become effective. The Association President shall be notified of all approved leaves of absence.
- (E) Employees shall retain, but not accrue seniority while on any leave of absence under above section (C) and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them. Employees on other leaves under the above section shall retain but not accrue seniority.
- (F) The Association shall have five (5) paid days annually of Association leave time. Upon request by the Association, five unpaid days will be granted. If a substitute is used, the Association will reimburse the Board for the cost of the substitute. The Association shall access this time by written notice to the Employer by the Association President.

ARTICLE 22
WORK DAYS AND HOURS

(A) The Employer shall have the right to set the starting time of the regular work day based upon the school activity, provided at least one (1) week's advance notice is given of any schedule change. The regular workday for each classification and/or position shall be as follows:

1. Custodial/Maintenance: The regular work schedule for custodial/maintenance employees shall be Monday through Friday, except for part-time employees. During the times of the year when school is not in session, second shift employees shall normally be scheduled on the first shift and the practice of being able to have a custodian cover scheduled night activities in lieu of his/her working the first shift shall continue.
2. Secretarial: The regular work schedule of secretarial employees shall be Monday through Friday on days when school is scheduled for students and/or teaching staff and such additional days as shall be authorized by the Employer, except for part-time employees.
3. Paraprofessionals: The regular work schedule for employees within the paraprofessionals classification shall be Monday through Friday on days when school is scheduled for students and such additional days as shall be authorized by the Employer, except for part-time employees. Employees within the paraprofessionals classification shall be paid at the rate established for the job they are hired to perform. Library paraprofessionals shall commence the work year one (1) day prior to the start of the student term and be completed one (1) day after the student term is done.
4. Cafeteria: The regular work schedule for cafeteria employees shall be Monday through Friday on such days when school is scheduled and meals are to be served to students and such additional days as shall be authorized by the Employer, except for part-time employees. Cafeteria employees shall commence the work year one (1) day prior to the start of the student term and be completed one (1) day after the student term is done.
5. Transportation: The regular work schedule for transportation shall be Monday through Friday on days when regular assigned transportation runs are scheduled to be operating and such additional days as authorized by the Employer. Mechanics may have a regular bus run or runs incorporated with their regular workday. In the event the number of runs from a garage during the shuttle run period is greater than the number of non-mechanic drivers regularly assigned to that garage, the mechanic may have a shuttle run incorporated with their regular work day.
6. Tutors: The regular work schedule for tutors shall be Monday through Friday on days when school is scheduled for students and such additional days as authorized by the Employer.

(B) Employees shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half their applicable rate for call-in or reporting to work outside of their regular schedule provided such time is not continuous before or after the regular shift or run, except for regularly scheduled building checks. If a building check time is designated by the Employer, employees shall receive a minimum of two (2) hours at the overtime rate. Employees who check buildings at their convenience shall receive a minimum of one (1) hour at the overtime rate.

(C) At least one (1) week prior to the start of each school year, each driver shall be assigned the run or runs he or she had at the end of the previous school year, the routes as listed and the approximate length of time, unless there has been a substantial change in the run. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length of time. Bus drivers shall be permitted to select them on a seniority basis provided, however, the driver is qualified for the run or runs. The regular posting procedure shall be used when vacancies or new runs exist during the school year except in the case of a major shift in organization or assignments. In such cases, procedures such as used at the beginning of a school year shall be followed.

(D) For all full-time employees, other than bus drivers, two (2) fifteen minute rest breaks are to be scheduled. Cafeteria employees working six (6) hours shall be allowed one (1) fifteen (15) minute break. All work breaks shall be taken on the premises of the school. All lunch half-hours or hours are not to be considered work hours, are unrestricted, and are unpaid except for cafeteria employees and custodian/maintenance employees working the night shift. Lunch periods shall be one-half hour except in the case of mechanics, who shall have a one (1) hour lunch period on the days when school is in session.

(E) The Employer agrees that it will maintain as much full-time employment as is possible.

(F) If a paraprofessional meets the qualification requirements of Section 1119(c) of the No Child Left Behind Act as well as the regulations issued under that statute, 34 CFR 200.58, he/she shall be regarded by the District as eligible for assignment to a position requiring those qualifications. The parties recognize that holding such qualifications is mandated for assignment to or retention of an assignment supported by Title I funding.

(G) To the extent permitted by the U. S. Department of Education Non-Regulatory Guidance (issued November 15, 2002) paraprofessionals who were employed as paraprofessionals by the District on or before January 8, 2002 in a non Title I program are not regarded as "new" paraprofessionals if he/she transfers or is reassigned to a Title I paraprofessional position after that date. However, all paraprofessionals hired before January 8, 2002 in programs supported by Title I funding must meet the requirements of paragraph (F) of this Article by January 8, 2006 as a condition of job retention or assignment.

(H) Paraprofessionals may satisfy the qualification requirements of Section 1119 of the No Child Left Behind Act, and its regulations (34 CFR 200.58), through the alternative of demonstrating a rigorous standard of quality in the knowledge of and ability to assist in

instructing reading/language arts, writing and mathematics. The test utilized shall be the test specifically endorsed by the Michigan Department of Education for this purpose. If the District determines to utilize a local assessment for this purpose, it shall notify the Association in advance of implementation of the instrument.

(I) A bargaining unit member who is assigned to a position supported by Title I funds and who is unable to meet the qualification criteria for that assignment, as specified in Section 1119 (c) of the No Child Left Behind Act and its implementing regulations, 34 CFR 200.58, shall be placed on layoff status for a period of twelve months during which time he/she shall be eligible for recall to a vacant position for which he/she is qualified and for which he/she possesses sufficient seniority. If the bargaining unit member is not recalled within the above interval, he/she shall lose all seniority and shall forfeit all other employment rights.

ARTICLE 23
DRIVER EXTRA TRIPS AND ADDED TIME

- (A) Extra trips, including athletic trips, are those run outside of the regular bus schedule and shall be paid in the following manner:
1. During actual driving, the rate of pay will be the “driving time” rate (actual driving time will be calculated at 2 minutes per mile of actual miles).
 2. All other time spent on extra trips will be paid at the “non-drive time” rate (example: after arriving at your destination and unloading until you reload to return back to the district).
- (B) Bus drivers while on "down time" due to weather or mechanical failure, upon approval of the Transportation Supervisor, shall receive the drive time rate established for the bus driver.
- (C) Bus drivers will be paid at the “non-drive time” rate for time in attendance at in-service sessions required by the Employer.
- (D) If a driver has a regularly scheduled second position in any classification, that driver may not take extra trips that extend over that second position’s hours. Also, drivers that are accruing seniority in a classification other than transportation are not eligible for the trip board.

ARTICLE 24
TIME AND ONE-HALF AND DOUBLE TIME

- (A) Time and one-half shall be paid for all hours worked over eight (8) hours per day (Monday through Friday) and for all hours worked on Saturday.
- (B) Double time shall be paid for all hours worked on Sunday and holidays as defined in this Agreement.
- (C) Overtime as above defined shall not be paid where an employee has requested to work overtime to receive time off the regular shift or for special events where the Employer requests of an employee to work overtime and receive time off the regular shift by mutual agreement.
- (D) Any and all overtime must be authorized in advance by the Employer or the proper Employer representative.

ARTICLE 25
EQUALIZATION OF OVERTIME HOURS

- (A) For employees other than bus drivers, overtime hours shall be divided as equally as possible among employees in the same classifications, in their buildings.
- (B) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours. The bus drivers, interested in extra trips within their area, shall sign an overtime list. The list shall be in seniority order at the beginning of each school year; thereafter employees shall be added as they sign the list. All extra trips shall be rotated among employees on the overtime list in attempt to equalize the extra trips.
- (C) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours or extra trips of employees working during that call-out period. However, at no time shall employees refuse overtime to the extent that work cannot be done. It is understood that all employees are expected to work a reasonable amount of overtime provided reasonable notice is given. Overtime hours will be computed from July 1 through June 30 of each school year.

ARTICLE 26
HOLIDAY PROVISIONS

(A) Each employee covered by this Agreement shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day (if employed during that period), the Friday before Labor Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day respectively. Employees will be entitled to one (1) additional paid holiday at Easter time. Employees will be paid their current rates based upon their regular scheduled hours per day for said holiday.

(B) Should a holiday fall on a Saturday, Sunday or the day is not applicable because the school is in session the Employer shall substitute another day.

(C) Employees may take the first day of deer season as a day off without pay or use their personal leave day at the employees' option; provided, however, they request the day at least three (3) days in advance.

(D) To be eligible for holiday pay an employee must work his/her last regular scheduled workday before a holiday and his/her first regular scheduled work day after the holiday, except in the case where an employee is on vacation or a paid sick leave (physician verified).

ARTICLE 27
VACATION

(A) All twelve (12) month employees covered by this Agreement shall earn credits toward paid vacation in accordance with the following schedule per year:

1. Two (2) weeks after one (1) year of employment as a twelve (12) month employee.
2. Four (4) weeks after seven (7) years of employment as a twelve (12) month employee.

(B) All employees working nine (9) months per year, but less than twelve (12) months per year, after one (1) year of employment, shall receive ten (10) days to be used at Christmas or Easter recess or combination of the periods if Christmas recess does not include ten (10) non-session days.

(C) All employees entitled to vacation shall be paid based upon their regular workweek schedule and paid at the current rate in effect during the time of vacation.

ARTICLE 28
VACATION PERIOD

(A) Vacation may be granted at such times during the year as requested by the employee. Vacation requests submitted for time between the opening of school and summer recess must be made two (2) weeks in advance.

Only one custodian can be on vacation at a given time in a given building, except in July when the number of custodians on vacation can be two (2). A work force of remaining custodians, not on vacation, may be formed into a work crew or crews and assigned to various buildings during the summer months.

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

(C) A vacation may not be waived by an employee and extra pay received for work during that period.

(D) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

(E) If an employee is laid off or retired, or severs their employment, they will receive any unused vacation credit including that accrued in the current year provided, however, in the case of severance of employment, to be eligible for vacation accrued during the current year, the severance must be voluntary and the employee must provide at least one (1) week's advance notice. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from their vacation.

ARTICLE 29
SICK LEAVE

(A) Each employee covered by this Agreement shall accumulate one (1) paid sick leave day per month, not to exceed twelve (12) days per year. To be eligible for sick leave as above defined, an employee must notify their immediate supervisor at least one and one-half (1 1/2) hours prior to the start of their regular shift except in proper cases, exception shall be made.

(B) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of duties by sickness or injury. Sick leave also shall be granted when a member of the immediate family of the employee is affected with an illness requiring doctor's care and/or hospitalization (spouse, mother, father, son, daughter, or member of the employee's household).

(C) The Employer reserves the right to require verification of sickness the day before or the day after a holiday, the day before or after a vacation, after three (3) consecutive days of illness, or in the case where an employee's record indicates misuse. The Employer further reserves the right to have an employee examined by a physician that is mutually agreed upon between the Employer and the Union, at the Employer's expense, to substantiate qualifications for sick leave payment.

(D) 1. Upon severance other than death or retirement, the employee will be paid one-half (1/2) of their current rate per day for unused (accumulated) sick leave for all days in excess of sixty (60).

2. Upon retirement, the employee will be paid one-half (1/2) of their current rate per day for unused (accumulated) sick leave for all days in excess of forty (40). Retirement shall be defined as entering the Michigan Public School Employees Retirement program or qualifying for the program in all respects other than years of service as defined by MPSERS.

3. In the case of an employee's death, a designated heir will be paid one-half (1/2) of the employees most recent rate per day for unused (accumulated) sick leave for all days in excess of forty (40).

(E) Employees shall be entitled to use two (2) business days per year; both will be deducted from sick leave. If unused, the Employer will pay the employee for unused business days at the end of the school year at the usual rate of pay for that employee. There will be no deduction from sick leave as a result of such payment. Provided, however, that if an employee has already used all of his/her sick leave days at the end of the school year, he/she will not be eligible for reimbursement for any remaining unused personal business leave days for that year.

(F) Employees shall be entitled to a maximum of three (3) days per year without pay and the employer will pay the benefits. The employer agrees to allow up to two (2) personal days to be used in

conjunction with the three days of leave without pay. No other leave without pay will be allowed except those covered in Article 21 of the master agreement.

(G) Request for business days, days without pay, or any combination thereof must be made in advance.

ARTICLE 30
WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation may receive, in addition to his/her Worker's Compensation an amount to be deducted from sick leave sufficient to make up the difference between Worker's Compensation and his/her regular weekly income. Payment will be made at the employee's written request.

ARTICLE 31
FUNERAL LEAVE

(A) An employee shall be allowed up to three (3) working days with pay as funeral leave days for a death in the immediate family if the three (3) days used directly follow or precede the funeral. The immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, grandparents-in-law, or a member of the employee's household. Additional days may be used, but days beyond three (3) shall be deducted from sick leave. One (1) of the additional days may be used for the funeral of a close friend or relative. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay.

(B) The President, or his/her representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Association for the exclusive purpose of attending the funeral.

ARTICLE 32
SCHOOL CLOSING

(A) The first two (2) days school is closed because of inclement weather or in the case of an Act of God, employees shall not be required to report to work and shall not lose time or pay because of such closing. Additional such days may be made up during or at the end of the school year. If an employee is not notified one (1) hour before their scheduled start time, the employee will be paid for two (2) hours show up time. Notification consists of the Employer's call to the designated supervisor. A fan out list will be developed by the designated supervisor and an Association representative.

(B) Two (2) snow days may be used by custodial/maintenance employees at the time of their occurrence or may be banked to be used for future snow days during the school year. Custodial/maintenance employees will give a good-faith effort to report for work when they are able depending upon road and weather conditions. If unable to report, they must notify the central office prior to their shift. All unused banked days saved at May 1, 2003 shall be paid out before the end of the 02-03 school year at one-half (50%) of the daily rate. Snow days will not accumulate in the future, but unused days for custodians shall be paid at the end of the school year at one-half (50%) of the daily rate.

(C) If there are changes in State or Federal laws granting additional snow days, the employees will be paid at their regular rate for such days.

ARTICLE 33
HEALTH, DENTAL, AND DISABILITY INSURANCE

(A) HEALTH - The Employer agrees to pay, based upon the conditions below, the rate as scheduled below, on behalf of each eligible employee covered by this Agreement for the following health care coverages:

(1) Plan A: MESSA Super Care I - 03 Revised (\$50/\$100 deductible;
\$5/\$10 prescription co-pay)

Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$2,000.00 Max Eligible Monthly Salary \$3,333.00 90 Calendar Days Modified Fill Elimination Period COLA: No Mental/Nervous Same As Illness Alcohol/Drug Same As Illness 5% Minimum Payout Pre-Existing Limits Waived Family Social Security Offset
Life Insurance	\$10,000.00, with AD&D
Vision	VSP 1
Dental	60/50/50:1,000.00 Annual Max 50:500.00 Class IV Lifetime Max Two Cleanings Per Year No Adult Orthodontics

The Employer will pay a premium amount not to exceed \$841.82 per month (eff. 7-1-03) for each bargaining unit member who works six (6) or more hours per day who is enrolled in Plan A. Excess premium amounts shall be the responsibility of the employee and will be payroll deducted. Employees regularly scheduled for more than three (3) but less than six (6) hours per day shall receive pro-rated premium contributions.

An employee regularly scheduled to work six (6) or more hours per day shall be eligible for health insurance paid at the Employer contributed premium level established above.

Effective July 1, 2004 the Employer will waive employee responsibility for premium contributions exceeding \$841.82 per month, except for the amount of \$100.00 per month, which shall be a required contribution for all employees working six (6) or more hours per day and who are enrolled in Plan A, until June 30, 2005. Effective June 30,

2005 the Employer's premium obligation shall not exceed \$900.00 per month for bargaining unit members enrolled in Plan A and working six (6) or more hours per day.

(2) Plan B:

Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$2,000.00 Max Eligible Monthly Salary \$3,333.00 90 Calendar Days Modified Fill Elimination Period COLA: No Mental/Nervous Same As Illness Alcohol/Drug Same As Illness 5% Minimum Payout Pre-Existing Limits Waived Family Social Security Offset
Life Insurance	\$10,000.00, with AD&D
Vision	VSP 1
Dental	60/50/50:1,000.00 Annual Max 50:500.00 Class IV Lifetime Max Two Cleanings Per Year No Adult Orthodontics

(B) OPTIONS - Employees who are eligible for, but choose not to enroll in health insurance benefits under Article 33(A) (i.e., Plan A) will be eligible to receive up to Two Hundred Twenty-Five Dollars (\$225.00) per month (effective July 1, 2003) in cash or to apply said amount toward appropriate options offered pursuant to the School District's "cafeteria plan" (as adopted by the Board of Education 10/21/96). This amount shall be increased to Two Hundred Fifty Dollars (\$250.00) effective July 1, 2004.

(C) PERIOD OF COVERAGE - The Employer shall provide the above coverage for each calendar month of employment commencing with the first month following the date of initial hire in a regular position. Any person employed at the end of a school year who has been employed for at least a 60-day period during the school year shall be eligible to continue to have the above coverage paid through August of that year. Persons whose employment with the district terminates shall be eligible to continue to have the coverage continue through the month following their termination.

(D) EXTENDED COVERAGE - The Employer agrees to provide health and dental coverage specified above for no less than twelve (12) months following the month in which an employee becomes unable to work due to a work related injury (Worker's Compensation) or during the period of an employee illness (or injury) leave of absence.

ARTICLE 34
PAY PERIOD AND PAY DAY

Employees are encouraged to use direct deposit for payroll.

The pay period for hourly employees, shall be computed from 12:01 a.m. Saturday to 12:00 midnight Friday, bi-weekly (14 calendar days), and pay day shall be the second Friday following the pay period, bi-weekly, (14 calendar days); except for employees working the night shift who shall receive their check on Thursday. Yearly salaries shall be paid in twenty-six (26) equal bi-weekly installments.

Bargaining unit employees shall, at their option, be allowed to convert their paychecks to twenty-six (26) equal pays. It is understood that the Employer will be required to establish a base for such payment and shall, if any problems develop, meet with the Association to discuss it.

Paychecks will contain all pay earned and what the pay was earned for, to the extent the Employer's computer will allow.

ARTICLE 35
RETROACTIVITY

There will be no retroactivity.

ARTICLE 36
CLASSIFICATIONS, POSITIONS, AND RATES

1. The following rates shall be paid for each position within the classification in accordance with seniority from the date of last hire with the Employer, pursuant to Article 10(c) effective, as indicated, through June 30, 2005.

	10/1/2002 to 6/30/2003						0.00%
	Step 1	Step 2	Step 6 0.05	Step 11 0.10	Step 16 0.15	Step 21 0.20	
Custodial/Maintenance							
District Maintenance	15.63	16.28	16.33	16.38	16.43	16.48	
Lead Custodian	12.68	13.65	13.70	13.75	13.80	13.85	
Custodian/Maintenance	12.01	13.01	13.06	13.11	13.16	13.21	
Custodian	9.70	10.24	10.29	10.34	10.39	10.44	
Summer Help	8.00						
Secretary	12.76	13.42	13.47	13.52	13.57	13.62	
Paraprofessionals							
Base	11.34	12.14	12.19	12.24	12.29	12.34	
Enhanced (highly qualified)	11.64	12.44	12.49	12.54	12.59	12.64	
Tutors (Library/Computer combo)	11.64	12.44	12.49	12.54	12.59	12.64	
Cafeteria							
Head Cook	11.34	11.90	11.95	12.00	12.05	12.10	
Cook	11.24	11.75	11.80	11.85	11.90	11.95	
Worker	9.98	10.15	10.20	10.25	10.30	10.35	
Transportation							
Mechanic	14.67	15.33	15.38	15.43	15.48	15.53	
Asst. Mech (w/ license)	13.86	14.53	14.58	14.63	14.68	14.73	
Asst. Mech (w/o license)	12.59	13.23	13.28	13.33	13.38	13.43	
Bus Washer	8.61	8.87	8.92	8.97	9.02	9.07	
Drivers							
DRIVE TIME	11.94	12.30	12.35	12.40	12.45	12.50	
NON-DRIVE TIME	8.74	9.00	9.05	9.10	9.15	9.20	
DOWN TIME	8.74	9.00	9.05	9.10	9.15	9.20	

A signing bonus will be paid before June 30, 2003 according to the employee's insurance status per the following schedule:

- \$675.00 for cash-in-lieu
- \$675.00 for single subscribers
- \$1,900.00 for two person subscribers
- \$2,000.00 for full family subscribers

7/1/2003 to 6/30/2004

2.00%

	Step 1	Step 2	Step 6 0.05	Step 11 0.10	Step 16 0.15	Step 21 0.20	
Custodial/Maintenance							
District Maintenance	15.94	16.61	16.66	16.71	16.76	16.81	
Lead Custodian	12.93	13.92	13.97	14.02	14.07	14.12	
Custodian/Maintenance	12.25	13.27	13.32	13.37	13.42	13.47	
Custodian	9.89	10.44	10.49	10.54	10.59	10.64	
Summer Help	8.00						
Secretary	13.02	13.69	13.74	13.79	13.84	13.89	
Paraprofessionals							
Base	11.57	12.38	12.43	12.48	12.53	12.58	
Enhanced (highly qualified)	11.87	12.68	12.73	12.78	12.83	12.88	
Tutors (Library/Computer combo)	11.87	12.68	12.73	12.78	12.83	12.88	
Cafeteria							
Head Cook	11.57	12.14	12.19	12.24	12.29	12.34	
Cook	11.46	11.99	12.04	12.09	12.14	12.19	
Worker	10.18	10.35	10.40	10.45	10.50	10.55	
Transportation							
Mechanic	14.96	15.64	15.69	15.74	15.79	15.84	
Asst. Mech (w/ license)	14.14	14.82	14.87	14.92	14.97	15.02	
Asst. Mech (w/o license)	12.84	13.49	13.54	13.59	13.64	13.69	
Bus Washer	8.78	9.05	9.10	9.15	9.20	9.25	
Drivers (per run)							INS. HRS
AM ROUTE	26.00	26.78	26.83	26.88	26.93	26.98	2.00
PM ROUTE (Elem or Sec only)	26.00	26.78	26.83	26.88	26.93	26.98	2.00
PM ROUTE (Elem/Sec Combo)	35.75	36.82	36.87	36.92	36.97	37.02	2.75
CAREER CENTER/MSTC	52.00	53.56	53.61	53.66	53.71	53.76	4.00
EVART SHUTTLE (AM)	19.50	20.09	20.14	20.19	20.24	20.29	1.50
EVART SHUTTLE (PM)	32.50	33.48	33.53	33.58	33.63	33.68	2.50
ST. MICHAEL'S SHUTTLE	6.50	6.70	6.75	6.80	6.85	6.90	0.50
DRIVE TIME	13.00	13.26					
NON-DRIVE TIME	9.50	9.69					

The salary schedule will be adjusted effective 7/1/04 according to the following schedule:

- 2.5% raise if the insurance premium increase effective 7/1/04 is between 0% and 4.99% over Plan A rates which became effective 7/1/03
- 2.0% raise if the insurance premium increase effective 7/1/04 is between 5.0% and 9.99% over Plan A rates which became effective 7/1/03
- 1.0% raise if the insurance premium increase effective 7/1/04 is 10.0% or more over Plan A rates which became effective 7/1/03

2. During negotiations on the Collective Bargaining Agreement, the parties have agreed to the following items:

- (A) A step represents a year of service with the district.
- (B) Bus runs are compensated on a 2-hour basis (inclusive of pre-trip). If a driver's run (including pre-trip) exceeds 2 hours, he/she will call that condition to the attention of the supervisor who will determine if the driver's route shall be classified as a 2 hour 15 minute route (including pre-trip). The driver shall receive the prorated compensation based on the corrected run time.
- (C) All custodians, custodial/maintenance, lead maintenance, and lead custodian positions shall be considered as twelve (12) month positions.
- (D) The Employer agrees that to the extent funding is available, it will maintain current levels of custodial/maintenance employees and may reduce that category of employee only through attrition.
- (E) It is agreed that custodians will have lock-up duties, which includes setting the alarm where applicable.

3. It is understood and agreed that all bus driving compensation rates set forth in this article are based on a "Route Pay" format, pursuant to which a driver receives the rate listed each time he/she drives the particular route(s) assigned to him/her. Therefore, drivers will not be entitled to any additional compensation merely because he/she took longer than the scheduled "average elapsed time" to complete a particular route on a particular day (nor will drivers generally be docked any pay merely because he/she took less than the scheduled "average elapsed time" to complete a particular run on a particular day). Provided, however, that the Superintendent may, in his/her discretion, authorize additional compensation for drivers in the event of "exceptional circumstances" not due to the fault or negligence of the driver (such as mechanical break downs) which cause a substantial increase in the time required to complete a run on a particular day.

A. It is understood and agreed that in establishing the projected "average elapsed time" for each route the Administration will use the following factors and rates:

- 1) 25 M.P.H. in all residential areas
- 2) 35 M.P.H. on all gravel roads
- 3) 45 M.P.H. on all blacktop roads
- 4) 25 seconds for each pickup stop
- 5) 5 seconds for each additional student at each pickup stop
- 6) 2 minutes for each turn-around

ARTICLE 37
EXPENSES AND REIMBURSEMENT

- (A) Employees required to work at more than one location during a day shall be reimbursed at the IRS rate for miles traveled between locations during working hours when it is necessary that a private vehicle be used.
- (B) The Employer agrees to reimburse a regular employee for the cost of renewal of his/her chauffeur's and CDL license when the license is required for the job assignment. The Employer agrees that upon the employee submitting proof of passing the test for the CDL, it will reimburse that employee on the next regular reimbursement check run.
- (C) The Employer agrees to provide an annual tool allowance of four hundred dollars (\$400) for each mechanic, and two hundred dollars (\$200) for each assistant mechanic.
- (D) The Employer agrees that it will fully pay for any physical examinations required as a condition of continued employment and will provide the doctor to perform the physical examination. If the employee chooses to use a doctor of his/her choice, the Employer agrees that it will pay the same rate for the employee's doctor that it pays for the Employer's doctor to give the physical examination, including all TB tests required. The Employer agrees that it will publish and post in each bus garage the physical examination rate that is being paid.
- (E) Employees may attend workshops or in-service sessions when such sessions are connected with their job responsibilities, or performance. Payment of fees and lost time is contingent upon proper approval by the Employer.

ARTICLE 38
MISCELLANEOUS PROVISIONS

(A) Evaluation of Employees

1. Evaluation - Each bargaining member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. A bargaining unit member's evaluation shall be based on formal and informal observation and may include input from administrative and teaching staff who have a direct interest and responsibility in areas related to the bargaining unit member's assignment.

Any formal observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. (Formal observations shall be for the period of time that accurately samples the bargaining unit member's work.)

Bargaining unit members will be evaluated at least once every two (2) years but may be evaluated more often at the discretion of the bargaining unit member's primary supervisor.

2. Written Evaluation - All evaluations shall be reduced to writing and a copy given to the bargaining unit member by May 30 in any year the bargaining unit member is evaluated. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth, and shall include suggestions regarding ways in which the bargaining member may improve.

3. Evaluation Conferences - Following each completed evaluation, a conference shall be held with the bargaining unit member. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

4. Termination - In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons in writing, with a copy to the Association.

5. Evaluation Form - The Association and the Board shall form a committee to develop an evaluation form over the summer months of 2003. The Association shall have two (2) representatives from each classification and the Association President. The Board will be represented by the superintendent. The committee shall work on the form over the summer months and the final evaluation form shall be given to the Association and Board

for ratification by August 31, 2003. If, more time is necessary, either side may request an extension of time.

(B) Job Descriptions: The Employer agrees to meet and confer on a regular basis (e.g., semi-annually) with employees in the various classifications for the purpose of describing and clarifying the qualifications and characteristic responsibilities of the jobs covered by this Agreement, subject to final determination as provided in Article 39 (J).

(C) Annuities: An employee may at his/her option choose to have a portion of their pay deducted and paid into an annuity program. An approved annuity listing is available from the business office.

(D) Jury Duty: An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, provided proof is given.

(E) Veterans: The re-employment rights of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

(F) Bulletin Boards: The Employer will provide bulletin boards in each building which may be used by the Association for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Any other Association business.

(G) Safety Committee: A safety committee of employees and the Employer representatives is hereby established. This committee will include the Stewards and shall meet at mutually agreed upon times, for the purpose of making recommendations to the Employer. The Association president shall be a member of this committee.

(H) Computation of Benefits: All regularly scheduled hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

(I) Snow plowing will be done at the Employer's discretion and the Employer may determine the employee to do snow plowing from within the custodial/maintenance classification only.

(J) The Association and the Employer have agreed to form a classification committee to re-write and update all job qualifications and descriptions covered by this Agreement. Upon completion of this work, such qualifications and descriptions will be submitted to the bargaining unit for ratification.

(K) The Association agrees that school term employees are not eligible for unemployment compensation during normal school breaks, i.e., summer recess, Christmas, spring or Easter break.

(L) Drug Free Workplace Policy: The parties agree to and subscribe to the concept of a drug free workplace. To these ends, it is understood that any employee of the Chippewa Hills School District who is found to be in possession or under the influence of a legally controlled substance (drugs or alcohol), may be subject to discipline up to and including discharge.

The parties further agree that in the event that either party feels that a problem exists at the Chippewa Hills School District in relationship to an employee's involvement with legally controlled substances (drugs or alcohol), that by the request of either party, they will meet and discuss the possible implementation of an employee assistance program. This paragraph by no means obligates either party to the implementation of said program.

ARTICLE 39
TERMINATION AND MODIFICATION

This agreement shall become effective October 1, 2002 and shall remain in full force and effect until 12:00 midnight June 30, 2005.

(A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(B) If neither party shall give such notice, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(D) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Agreed upon this date, June 5, 2003.

CHIPPEWA HILLS SCHOOL DISTRICT

CHIPPEWA HILLS SUPPORT PERSONNEL
ASSOCIATION MEA/NEA

Index

- A -

agency shop, 7
annuity, 53
arbitration, 12
association representative, 9, 13, 43

- B -

bargaining unit member, 7, 8, 23, 29,
32, 44, 52
bid, 18, 19
bulletin boards, 53
bump, 16

- C -

classification, 9, 14, 15, 16, 18, 19, 21,
22, 30, 33, 35, 48, 53
compensation, 51, 53
controlled substance, 55
co-pay, 44

- D -

deductible, 44
discharge, 6, 13
discipline, 6, 9, 13, 14, 54
dues, 7
duties, 7, 9, 39, 50

- E -

evaluation, 52, 54

- F -

funeral leave, 42

- G -

grievance, 4, 5, 8, 9, 11
grievance procedure, 11

- H -

holidays, 34, 36

- I -

illness, 19, 22, 39, 45
immediate family, 39, 42
insurance, 44, 45, 48, 49

- J -

job descriptions, 53
jury duty, 53
just cause, 13

- L -

laid off, 14, 16, 38
layoff, 6, 14, 16, 17, 32, 38
leave of absence, 29

- M -

MESSA, 44
Michigan Employment Relations
Commission, 26

- N -

negotiations, 21, 25, 27, 50
No Child Left Behind Act, 31, 32

- O -

overtime, 31, 34, 35

- P -

pay period, 46
payroll deduction, 7

personal business, 39

postings, 18
probationary period, 14, 19
Public Employment Relations Act, 5

- Q -

qualifications, 6, 23, 31, 32, 53, 54

- R -

recall, 17, 32
reduction, 16
reimburse, 29, 51
resignation, 15
retirement, 39

- S -

safety, 53
seniority, 14, 15, 16, 18, 19, 20, 23, 29,
31, 32, 33, 35, 48
service fee, 7
sick leave, 36, 39, 41, 42

snow days, 43
strike, 28
suspension, 13

- T -

termination, 20, 45, 56
transfer, 6, 19

- U -

unemployment, 54

- V -

vacancy, 18, 19, 22
vacation, 22, 36, 37, 38, 39
vision, 44, 45

- W -

wage, 7, 8
Worker's Compensation, 41, 45
working conditions, 3
working day, 11, 18