

# **AGREEMENT**

**between**

**The Clinton Community Schools  
Board of Education**

**and**

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**The Clinton Educational  
Support Personnel  
Association, MEA/NEA**

**07/01/2006 — 06/30/2009**

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**AGREEMENT**

This Agreement is made and entered into this 22<sup>nd</sup> day of July 2006 by and between the Clinton Community Schools Board of Education (hereinafter called the "Board") and the Clinton Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

**ARTICLE I: Recognition****A. Association Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

**B. Inclusion and Exclusions**

The Board recognizes the Association as the sole and exclusive bargaining representative for the following classifications: aide, secretary, library assistant, and bus driver, but excluding all supervisory, substitute, and confidential employees.

**C. Employee/Bargaining Unit Member Defined**

Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

**D. Substitute Defined**

It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period except when substituting for an employee on an approved leave of absence.

**E. Days Defined**

All reference to "days" shall mean business days of the Board office exclusive of Saturdays, Sundays or holidays unless otherwise specified.

**ARTICLE II: Board Rights**A. Rights in General

The Board, on its own behalf and on the behalf of the electors of the 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 Constitution of the State of Michigan and 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 activities of its employees that are work related.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, including dismissal or demotion or transfer of all such employees.
3. To determine the workload, number of personnel, hours of employment and the duties and responsibilities, and assignment of employees covered under this Agreement.

B. Limitations

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and 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 express and specific terms of this Agreement and then only to the extent such express and specific terms hereof are not in conflict with the Constitution and the Laws of the State of Michigan, and the Constitution and the Laws of the United States.

**ARTICLE III: Employee/Association Rights**A. Right to Support Association

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

B. Non-Discrimination

The Board and the Association will uphold fair employment practices as well as Civil Rights principles and will not discriminate against any employee with respect to hours, wages, or any term or condition of employment by reason of membership in the Association. Both parties agree not to discriminate against any person or persons because of race, creed, color, religion, sex, age, disability or national origin.

C. School Building Use

The Association and its members may use the school building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

D. Posting Notices and School Mail

The Association shall have the right to post official notices approved by the Association of activities and matters of Association concern on existing bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Inter school mail carrier system to send notices and other Association information to stewards.

E. Providing Information

The Board agrees to furnish to the Association, in response to timely requests, under the Freedom of Information Act, all available public information in the form it is maintained by the Board concerning the financial resources of the district, together with other information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual association members shall not be disclosed.

**ARTICLE III: Employee/Association Rights (cont.)****F. Payroll Deduction of Dues**

The Board shall make dues or service fees deductions from each employee's pay for employees submitting signed payroll deduction authorization forms to the Board and remit to the designated financial officer of the Association the full amount collected no later than 20 days after each designated deduction date together with a listing of each employee, the employee's social security number, and the amount that is deducted.

1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than 20 days prior to a designated deduction date.
2. Authorization forms shall be on file in the Personnel Office at least 20 days prior to a designated deduction date. The Association shall submit a list of employees and the amount to be deducted from each employee.
3. Designated deduction dates shall be once a month.
4. Any employee who is not a member of the Association in good standing within ninety (90) calendar days of initial employment shall, as a condition of employment, pay a service fee to the Association in a legally permissible amount which is not greater than the regular monthly membership dues uniformly required of employees of the employer who are members, which amount has been established by the Association in accordance with a legally approved procedure. The employee may authorize payroll deduction for such fee in the same manner as dues deduction or the employee shall pay the service fee directly to the Association.
5. Employees who fail to comply with the conditions of this section shall have the proportional amount of the legally permissible service fee automatically deducted from the employee's wages pursuant to MCLA 408.477, MSA 17.277(7) by the employer within thirty (30) calendar days after receipt of written notice of such default delivered to the employer by the Association. The remedies set forth in the Association's policy regarding objections to political-ideological expenditures-administrative procedures 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 an objecting employee concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement.
6. The Association shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the employer for the purpose of complying with this section.

**ARTICLE III: Employee/Association Rights (cont.)**

7. An employee who because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious, charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the district and the Association.

8. Political Action Contributions (PACs) shall not be payroll deducted unless legally permissible.

**G. Released Time for Grievances/Negotiations**

Association representatives shall not lose time or pay for authorized time spent in grievance hearings, or negotiations during their regular scheduled working hours, after arrangements have been made with their immediate supervisor, provided the activities cannot be scheduled outside the working day.

**H. Representation**

An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no further action shall be taken until a representative can be present.

**I. Discipline only for Just Cause for Non-Probationary Employees**

Dismissal, suspension and/or any other disciplinary action taken against a non-probationary employee shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend herself/himself against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within twenty (20) business days of the occurrence of the condition giving rise to the action, or within twenty (20) business days of the date the Board first became aware of the conditions giving rise to the discipline. Among the causes, which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, are the following: alcohol or drug abuse, dishonesty, insubordination, felony conviction, willful violation of Employer's rules, unsatisfactory work performance, unauthorized absence, repeated tardiness or absenteeism, abuse of break time, abuse of leave privileges, theft or misappropriation, violence or destruction of property, possession of a weapon, immoral conduct, abuse of sick leave, personal leave, or other leave days, harassment of students or employees, sexual or otherwise. The right to terminate probationary employees rests solely with the Employer. The termination of a probationary employee shall not be subject to the grievance procedure.



**ARTICLE III: Employee/Association Rights (cont.)****J. Progressive Discipline**

Due process procedures will be followed in disciplinary actions which may include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, might begin at an intermediate level or higher.

**K. Files and Records**

1. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
2. Employee's will have an opportunity to review written material placed in their personnel file.

**L. Assault**

Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative.

**M. Copies of Agreement**

The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and five (5) additional copies to the Association without cost.

**ARTICLE IV: Visitation**

Upon request by the Association, with the approval of the administration and the presentation of proper credentials, officers or accredited representatives of the Association may be admitted onto the Employer's premises during working hours for the purpose of adjusting grievances, provided that said visitation shall not disrupt orderly operations.

**ARTICLE V: Association Representatives****A. Selection of Stewards**

The employees will be represented by a Steward for each classification who shall be chosen or selected in a manner determined by the employees and the Association and whose name shall be made known to the Employer in writing.

**B. New Hires Information**

The Board shall supply the Association Representative the following information within the newly hired Employee's first week of employment: name, date of hire, address, classification, and job location.

**ARTICLE VI: Safety**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations. Any employee aware of any present or potential job hazards will report such job hazards in writing to the employee's immediate supervisor as soon as possible.

**ARTICLE VII: Jurisdiction**

The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees, supervisors, temporary employees, or students as determined appropriate by the Board, but not for the purpose of replacing or displacing employees covered under this Agreement.

**ARTICLE VIII: Seniority**A. Probationary Period

A newly hired employee shall be on a probationary status for ninety (90) working days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal through the grievance procedure by the Association or the employee. Any time worked as a substitute shall not count toward completion of the probationary period.

B. Seniority Defined

Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her most recent date of hire. Date of hire is defined as the first paid day of work. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall not transfer from one classification to another. Time worked as a substitute shall not count for seniority purposes.

C. Loss of Seniority

An employee will lose his/her seniority for the following reasons:

1. The Employee resigns.
2. The Employee is discharged, and such discharge is not reversed.
3. The Employee retires.

D. Seniority on Layoff and Leaves

Seniority shall be retained, but not accumulated, for an employee on layoff or on any unpaid leave of absence pursuant to this Agreement. Seniority shall continue to accumulate for an employee on any paid leave of absence pursuant to this Agreement.

E. Transfers Out of Classification

Seniority shall be retained, but not accumulated, for an employee who transfers to a position in another classification, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the classification. He/she has a right to return to the classification and displace the lowest seniored employee in the classification, in the event that such employee is subject to layoff provided the employee is qualified to do the work.

**ARTICLE VIII: Seniority (cont.)****F. Seniority Lists**

An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 30th of each year. Such list shall contain each employee's name, date of hire, job location and classification. Seniority in classification shall be as of date of entry into the classification.

**G. Classifications**

The bargaining unit's various classifications shall be:

1. Aide
2. Secretary
3. Library Assistant/Title I Aide
4. Bus Driver

**H. Ties**

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

**ARTICLE IX: Vacancies, Transfers, and Assignments**A. Vacancy Definition

A permanent vacancy shall be defined as a newly created position or a present position that is not filled due to a resignation; retirement; discharge which is not reversed, and an unpaid leave of absence, pursuant to this Agreement (including worker's compensation), which will last for at least six (6) months.

B. Notice

Notice of all vacancies in the bargaining unit, shall be furnished to each employee covered by this Agreement within one (1) pay period from the date of vacancy, and the employees shall be given five (5) business days time in which to make application to fill the vacancy or new position. In filling vacancies, the Board reserves the right to select the candidate from within or outside the district based upon qualifications. If the qualifications of candidates are equal, the most seniored applicant with the qualifications to perform the duties of the job involved shall be awarded the position.

Said notice shall contain all of the following information:

- |                     |   |
|---------------------|---|
| 1. Classification   | 5. Number of Hours to be worked                                       |
| 2. Type of work     | 6. Qualifications   |
| 3. Location of work | 7. Rate of pay  |
| 4. Starting Date    | 8. Bus runs (title of run, appropriate driving time and miles driven) |

C. Newly Promoted or Transferred Employees

A newly promoted or transferred employee shall serve a probationary period of forty-five (45) working days. The newly transferred or promoted probationary employee shall immediately receive the non-probationary rate for the new classification, except for bus drivers.

During the probationary period, in the event the employee's work performance is unsatisfactory to the Board, the employee may be returned to his/her former position.

Employees who complete their probationary period prior to July 1, 1998, and who subsequently transfer to another position or classification shall maintain the "Tier 1" compensation and benefit levels of the position(s) transferred into.

**ARTICLE IX: Vacancies, Transfers, and Assignments (cont.)****D. Temporary Vacancies**

The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job for a temporary period of time, due to a paid leave of absence. If a paid leave turns into an unpaid medical leave, with a combined length of less than six (6) months, the vacancy shall still be considered a temporary vacancy. If it is determined that the regular employee will not be returning to his/her regular job within six (6) months, that position will then be considered to be vacant, and will be filled as specified in Paragraph B of this Article. A temporary employee shall not be covered under the terms of this Agreement.

1. Teacher Aide and Secretary - If an employee is off the job, based on seniority, present employees who are working less hours than the absent employee shall be given the opportunity to increase their hours, providing the employee filling the vacant position has the qualifications required for the available vacancy and the ability to perform the duties of the job involved as determined by the employer. The employee will assume the entire vacant position.

**E. Pay for Temporary Transfers**

Any employee temporarily transferred from his/her classification to another classification within the bargaining unit, shall either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

**F. Length of Temporary Transfer**

Temporary transfers shall be for a period of not longer than six (6) months, except in the event that both parties mutually agree to an extension of the six (6) months' time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the six (6) months time period, the position shall then be considered a vacancy and posted for bidding from interested employees.

**ARTICLE IX: Vacancies, Transfers, and Assignments (cont.)****G. Involuntary Transfers**

The parties agree that involuntary transfers of employees shall be minimized to the extent possible and utilized only after voluntary transfers have been sought. In the event an involuntary transfer is necessary, then the least senior qualified employee who has the ability to meet the requirements within that classification shall be transferred.

**H. Vacancies and Assignments for Bus Drivers**

1. The Board shall, prior to the start of the school calendar year, meet with the Bus Drivers who are scheduled to drive for that year, and present all vacancies that have occurred since the conclusion of the previous school year. The employee shall indicate his/her preference as to the available runs by numbering of said runs beginning with his/her first (1st) choice and numbering as to his/her last choice. The Board upon receipt of the returned bid slips, shall then assign those vacant runs first to the regular bus drivers based on their seniority, and then the vacancies that still exist after the assignment of the regular drivers. In the event that vacancies still exist after all of the regular bus drivers have been given opportunity to bid on such vacancies, the Board shall then have the right to hire any new employees that would be required to fill such vacancies.
2. All of the Bus Drivers who drove bus for the Board at the conclusion of the previous school year shall return to their bus run or runs that they were assigned that previous school year, except in the cases where the driver bids on, and is assigned any vacant bus run or runs.
3. In the event that an employee is granted a leave of absence, such temporary vacancy shall be offered to the regular drivers first based on seniority. Temporary vacancies are deemed temporary as long as the regular bus driver is on a paid leave of absence. If a paid leave turns into an unpaid medical leave, with a combined length of less than six months, the vacancy shall still be considered a temporary vacancy. When it is determined that the regular driver will not be returning to their run or runs within six (6) months, those runs will then be considered to be vacant, and will be filled as specified in Paragraph B of this Article.



**ARTICLE X: Layoff And Recall**A. Layoff

1. Layoff shall be defined as a necessary reduction in the work force as determined by the Board.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least twenty-one (21) calendar days prior to the effective date of layoff.
3. The reduction procedure shall be individually applied within each classification as follows:
  - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
  - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
    - (1) The least senior within the classification being reduced, provided there are more senior employees, remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
    - (2) In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
    - (3) An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.

B. Recall

1. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualification to perform the duties of said positions. In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first.

**ARTICLE X: Layoff And Recall (cont.)**

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) days after receipt of recall of his/her acceptance or rejection and must report to work within ten (10) working days after such notification. Failure to respond in the specified time will be deemed a resignation. The Board may fill the position on a temporary basis until the recalled employee can report to work.
  3. An employee offered his/her former position or a comparable position, i.e. same classification, hours and pay to the one previously held who declines recall shall forfeit his/her seniority rights.
  4. Employees shall remain on the recall list for a period of two years or the length of their seniority whichever is less. After an employee is deleted from the recall list he/she shall have no recall rights.
  5. Probationary employees shall have no recall rights.
- C. Any employee who is laid off and/or collects unemployment compensation during the summer recess and is recalled to employment by the first Friday after school starts for students of the following year shall have the unemployment compensation received counted as part of the employee's wages for the ensuing school year so that the wages paid during the school year are reduced by the amount of unemployment compensation received during the summer recess.

**ARTICLE XI: Elimination of a Bus Run**

Whenever it is determined by the Board that it is necessary to eliminate an entire run or runs, the affected driver(s) shall have the right to exercise their classification seniority and bump a less senior driver, in order that the affected driver(s) would be able to maintain their same number of runs. A driver who is bumped by a more senior driver would be able to exercise his/her seniority in the same manner. The driver whose run is eliminated, or who is bumped, but does not have enough classification seniority to displace another driver, shall be caused to drive a lesser amount of runs, or the driver shall be laid off, whichever is applicable. In the event a driver who bumps a less senior driver reverts back to his/her run which was eliminated, all drivers affected by the bumping procedure shall return to their original runs prior to the bump.

**ARTICLE XII: New Jobs****A. New or Revised Job Duties**

The Board shall notify the Association in writing when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Board shall notify the Association in writing of any such temporary job which has been placed into effect upon the institution of such job.

**B. Temporary to Permanent**

The new classification and rate of pay shall be considered temporary for a period of Thirty (30) calendar days, following the date of written notification to the Association. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing of the Board to negotiate the classification and rate of pay. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

<b>ARTICLE XIII: Paid Leaves</b>
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A. Sick Leave

Each employee covered by this Agreement shall accumulate one (1) sick leave day per month (up to a maximum of nine (9) days for school year employees) in an individual single sick leave bank with a maximum accumulation as follows:

<u>CLASSIFICATIONS</u>	<u>MAX ACCUMULATION</u>
TEACHER AIDE, SECRETARY & LIBRARY ASSISTANTS	60

When a teacher aide, secretary or library assistant reaches sixty (60) in his/her bank, he/she shall have the following option:

1. Continue to bank his/her days to a seventy-five (75) day maximum; or
2. Be paid at the rate of twenty-five dollars (\$25) for all days accumulated over sixty (60) at the end of the school year.

BUS DRIVER	60
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When a bus driver reaches sixty (60) days in his/her bank, he/she shall have the following option:

1. Continue to bank his/her days to a seventy-five (75) day maximum; or
2. Be paid at the rate of fifty-five (55) percent for all days accumulated over sixty (60) at the end of the school year.

For a bus driver's sick day, the bus driver will be paid according to the scheduled runs for that day. The individual sick leave bank will be reduced by the number of runs missed by the bus driver for that day.

**ARTICLE XIII: Paid Leaves (cont.)**

Any employee will be paid at the appropriate rate for any days over the seventy-five (75).

1. Personal and Family Illness

Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury, disability (including maternity), or for emergency medical, dental, or optical examination or treatment. The Employer may require a physician's excuse if abuse is suspected. Up to a maximum of five (5) sick leave days per year (July 1 to June 30) shall be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury. Immediate family shall be defined as spouse, children, and parents, of the employee.

2. Notice to Board

Employees who are unable to perform their duties because of illness or disability should notify the Employer as soon as possible before the start of their work day but in no case later than 6:15 a.m. (except when unable to do so and except for those employees who normally report after the school day begins who will call in at least two (2) hours before they are scheduled to report). If an illness or disability extends beyond the first (1<sup>st</sup>) day, the employee and the Employer may make arrangements as to the frequency of notification of the continued illness or disability.

3. Severance Pay

Upon separation or retirement, the employee shall be paid as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
TEACHER AIDE, SECRETARY & LIBRARY ASSISTANT (Minimum of five (5) consecutive years of service provided the employee is a 40 hour employee. All others shall be pro-rated.)	Twenty five dollars (\$25) per day for each unused day accumulated.
BUS DRIVER	Fifty-five (55%) his/her regular daily pay for each unused day accumulated.

**ARTICLE XIII: Paid Leaves (cont.)**4. Sick Leave Records

Records of sick leave accumulated and taken shall be maintained on the employee's bi-weekly paycheck.

5. Exhausted Sick Leave

Secretaries who have exhausted their sick leave credit and are still unable to work, may be paid for any unused vacation days.

B. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, i.e. spouse, children, parents, brothers, or sisters of the employee. All employees covered by this Agreement shall be covered up to three (3) working days off with pay in the event of a death in the employee's remaining family, i.e. mother-in-law, father-in-law, brother-in-law, sister-in-law, grand-parents and grandchildren. The above days will be deducted from the employee's accumulated sick leave. Additional time off for traveling to said funeral may be granted if warranted and deducted from the employee's allowable sick leave. Absence to attend other funerals of friends or relatives will be permitted and will be deducted from the employee's accumulated sick leave.
2. In the event of the death of an employee of the Board, funeral leave shall be restricted to a representative employee(s) within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Superintendent of Schools and the Association President.

C. Personal Business Days

Each employee covered by this Agreement shall receive two (2) personal business days per year for the purpose of attending to, or caring for, personal matters during the course of the year, which shall not be deductible from the employee's allowable sick leave. The use of the personal leave must be arranged with the Board prior to the use of such personal leave time. Any unused personal leave days shall be accumulated into the employee's individual sick leave in addition to the employee's normal accumulative sick leave at the end of the school fiscal year.

Personal business days shall not be utilized for social activity, other employment, travel for recreation or vacation, recreation, or vacation, but only for attending to personal business which cannot be reasonably handled outside of the work day and which require the presence of the employee.

**ARTICLE XIII: Paid Leaves (cont.)**

The Administration reserves the right to control the number of absences that may be granted on any given day. The employee requesting a personal business day leave must make application to the Administration as early as possible, but in no case less than twenty-four (24) hours prior to the date of the absence, except in cases of emergency.

**D. Jury Duty etc.**

An employee called for jury duty shall notify the building principal as soon as possible. An employee who serves on jury duty shall be paid at the regular daily rate for each day that the employee is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the school district. On any day that an employee's jury duty obligations cease prior to 1:00 p.m. the employee shall immediately report to his/her regular assignment.

**E. "Act of God Days"**

If an employee had a personal day and/or had called in a sick day, on an "Act of God" day, that day will not be deducted from the employees accumulated sick and/or personal days.

**ARTICLE XIV: Unpaid Leaves**

A. An employee who, because of illness, disability (including maternity), or accident, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted an unpaid leave of absence without benefits (except as required by the Family and Medical Leave Act e.g., 12 weeks paid insurance in a 12-month period for eligible employees) for the duration of such disability, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence and/or for the continuation of such absence including return to work when the same is requested by the Board. The unpaid leave of absence shall be for a period of up to one (1) year subject to renewal at the discretion of the Board.

B. Family Disability

Unpaid leaves of absence shall be granted for up to one year for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, or parents subject to renewal at the discretion of the Board.

C. Training

Unpaid leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved education institution.

D. Reinstatement After Military Service

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

E. National Guard/Reserve Duty

Unpaid leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty for the purpose of handling civil disorders, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

F. Association Leave

Any employee in the bargaining unit who is either elected or appointed to a full time 40 hour per week position or office in the state or national association, whose duties require their absence from work, shall be granted an unpaid leave of absence for the term of such office or position.



**ARTICLE XIV: Unpaid Leaves (cont.)****G. Parental/Child Care**

An unpaid leave of absence of up to one year may be granted to any (male or female) bargaining unit member for the purpose of care of their child. Said leave shall commence upon the date agreed to by the employer and the employee. It is further provided that:

1. A bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave of absence up to one year may be available to the bargaining unit member upon termination of her disability sick leave benefits, at the option of the employee. The employee may request early termination of the leave anytime after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities.

**H. Request in Writing**

All reasons for leaves of absence shall be in writing, stating the reason for the request, the starting date and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the Employee, and a copy sent to the Association.

**I. Physical Examination**

The employee may be required to submit to a physical examination by the Board's physician, at the Board's expense, upon being placed on or returning from a medical leave of absence.

**J. Return From Leave**

An employee who meets all of the requirements as herein before specified shall retain seniority as accumulated at the beginning of the leave, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights upon return to work.

**K. Other Leaves**

Leaves of absence may be granted at the discretion of the employer for reasons other than those listed above.

**L. Return to Position**

Upon expiration of an unpaid leave of absence, an employee shall be returned to a comparable position, i.e. same classification, hours and pay if the position exists. If the position does not exist, the employee shall be able to assume a position of a less senior employee in that classification or in any other classification in which that employee holds seniority. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement. A reminder notice shall be mailed twenty-five (25) calendar days prior to the expiration of the leave to the employee at his/her

**ARTICLE XIV: Unpaid Leaves (cont.)**

mailing address on record at the Board office. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work. If the employer does not give timely notice, then the employee's response time shall be extended by the same number of days. Failure by the employee to give notice of return shall be deemed as a resignation.

**M. Family and Medical Leave Act**

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. If this agreement grants additional benefits beyond the Family and Medical Leave Act, the agreement will prevail.

**ARTICLE XV: Hours and Work Week**A. Teacher Aide, Secretary and Library Assistant1. Work Hours

- a. The regularly scheduled work week shall consist of not more than forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- b. The normal work day shall be eight (8) consecutive hours for full time employees and lesser amounts for part-time employees. All employees working four (4) hours or more shall be given a thirty (30) minute duty free lunch period without pay.
- c. Secretaries shall work a minimum two (2) weeks before and two (2) weeks after the school year when students are in session in addition to teacher in-service days, and records days unless otherwise approved by the Superintendent. In addition, secretaries may be required, at the option of the Employer, to work up to an additional three days during the summer weeks as scheduled to sort mail, check in deliveries, and make deliveries. If a secretary prefers not to work any of the three (3) additional days, and alternative arrangements satisfactory to the Employer can be made, then the secretary will not be required to work those days. Library assistants shall work a minimum of 183 days per school year, which includes the August in-service day, January records day, and June records day. If there is work available, as determined by the administration, during days when school is not in session, it will be offered to qualified members.
- d. If a special education teacher aide reports to work and his/her assigned student is absent or has left school because of illness, etc., the employee shall be temporarily assigned work to do and will receive regular pay. This shall not preclude layoff of the aide if determined necessary by the employer.

2. Overtime Rates

Overtime Rates will be paid as follows:

- a. Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in a one work week period, for which overtime has not already been earned.
- b. Time and one-half (1 1/2) will be paid for all hours worked on Saturday.
- c. Double time will be paid for all hours worked on Sunday.

**ARTICLE XV: Hours And Work Week (cont.)**

- d. No employee shall be required to take time off from his regular schedule, or have his hours reduced as a result of having to report to work prior to the employee's established starting time, or because the employee worked over eight (8) hours in a work day.
- e. As an option, the Board and employee may be able to arrange schedule adjustments where mutually agreed to between the employee and supervisor without a payment of overtime.

**3. Reporting Pay**

Employees called to work or permitted to come to work without being notified by the Board that there will be no work, or who have been notified that there is less work than they are regularly scheduled to work, shall receive three (3) hours pay, or if the employee is regularly scheduled to work less than three (3) hours per day, that employee shall then receive their regular daily rate of pay.

**4. Call Back**

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater.

**5. Distribution of Overtime**

Overtime shall be divided and rotated as equally as possible according to seniority within each specific classification within the building among those employees who regularly perform such work.

**6. Rest Periods**

Each employee covered by this Agreement shall receive one (1) fifteen(15) minute rest period with pay for each four (4) hours worked per day. The Board shall designate an area within the vicinity of the employee's work area to take such rest and lunch periods.

**7. Travel Time for Teacher's Aide**

Teacher's Aide shall have five (5) minutes paid travel time scheduled between the Elementary and Middle Schools, Ten (10) minutes paid travel time between the Elementary School and High School and between the Middle School and High School.

**ARTICLE XV: Hours And Work Week (cont.)**8. In-Service Day

Employees may be sent to workshops or other types of in-service sessions at the request of the supervisor and with administrative approval. Those employees shall receive their regular hourly rate of pay for the appropriate number of hours of the in-service session plus direct expenses of mileage and/or meals.

B. Bus Drivers1. Work Hours

- a. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- b. The normal work day shall be whatever would constitute the Bus Driver's normal daily bus runs.
- c. Bus drivers shall work when students are in session.

2. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work by 6:15 a.m. shall be paid the minimum amount of reporting pay according to the schedule below:

- |                |                         |
|----------------|-------------------------|
| 1. Regular run | One (1) regular run pay |
| 2. Field Trip  | Two (2) hours pay       |
| 3. Vo-Tech Run | Two (2) hours pay       |

It shall be the responsibility of the employee to be available for communication at a pre-determined phone number.

In the event that a bus driver reports for an extra trip and is advised that the extra trip has been canceled, the driver shall receive two (2) hours of pay at the field trip rate.

3. Distribution of Extra Runs

- a. Definition: Extra bus runs are herein defined as those runs which are not normally scheduled daily.

**ARTICLE XV: Hours and Work Week (cont.)**

- b. The Board shall give a minimum of twenty-four (24) hours notice as to the scheduling of an extra trip, except in cases of emergency.
- c. The Board shall post on the employee bulletin board the name of the employee or employees who are awarded the extra trip or trips.
- d. An employee who drives an extra trip shall be paid a minimum of two (2) hours pay, or the actual pay for the time of the extra trip, whichever is greater, with the exception of the "nuisance" runs, which shall be paid actual time plus fifteen (15) minutes. Drivers may pass on a nuisance run and not lose their place on the rotation list for a scheduled field trip. If an emergency arises and the supervisor is unable to drive the nuisance run, the driver may take the nuisance run in addition to the scheduled field trip or may pass and not lose his/her place on the rotation list.
- e. At the beginning of each school calendar year (during the first week of school), each bus driver shall indicate in writing to his/her immediate supervisor, on forms provided by the Board, if the driver desires to be placed on the active or inactive extra trip list. The immediate supervisor will then have an available listing of all of the bus drivers who desire to drive the extra trips. If all drivers (trip, regular and substitute) pass, then the least seniority trip driver must take the trip, rotating to the next least seniority driver. This list would be trip drivers only and go from least seniority to most seniority, with the rotation starting over at the beginning of each year.

If the above procedures do not produce the necessary number of extra trip drivers, extra trips will be assigned to available drivers on a "least seniority" basis from the extra trip list. If the above procedures do not produce the necessary number of extra trip drivers, extra trips will be assigned to available drivers on a "least seniority" basis from the remaining drivers.

**ARTICLE XV: Hours and Work Week (cont.)**

- f. When extra bus runs are to be scheduled, the immediate supervisor shall first contact the bus driver with the highest seniority on the Active Seniority List. Then, as additional extra runs become available, the immediate supervisor shall continue to go down the entire Active Seniority List until each bus driver has either driven an extra run or has had the opportunity to drive an extra run. When all of the bus drivers on the Active Seniority List have either driven an extra run, or were asked, and were unable to do so, the immediate supervisor shall go to the most senior bus driver on the Active Seniority List and continue to rotate all the Extra Bus Runs according to seniority among all of the bus drivers on the Active Seniority List. The driver who drives an extra trip during the time period in which his/her regular run or runs are scheduled, shall be paid the regular rate of pay, minus one (1) hour for each regular run which falls during the time period the driver is driving the extra run. Persons on the active seniority list are required to drive the scheduled trip unless an acceptable excuse is presented. When extra runs are scheduled for and accepted by the bus driver, it shall be proper for the immediate supervisor to obtain a substitute driver for any regularly scheduled runs the driver may miss because of the conflicting time limits.
- g. Field trips need to sign up immediately after the A.M. run, two (2) school days in advance. Emergency trips are any trips posted after 8:15 two (2) days prior to departure.
- h. In the event an extra trip is cancelled and the driver is not informed prior to arrival and misses his/her regular run because of the cancellation, that driver shall be paid the field trip rate of pay for two (2) hours and will be able to make up a trip the next extra trip more than sixty (60) hours after the cancellation. Available trip is defined as the next unsigned trip after sixty (60) hours.

Make up and rotation policy as follows: In the event that an extra trip is cancelled less than forty-eight (48) hours before it's departure, a make up trip for the driver(s) assigned to the trip cancelled are eligible for the next available trip which is at least sixty (60) hours away. The driver(s) shall sign up for the make up trip within twenty-four (24) hours. If more than one (1) trip is cancelled, the driver(s) awarded a make up trip will sign up according to the trip list order of rotation on that day. If a driver's make up trip which is at least sixty (60) hours away falls on the same day of his/her turn in the regular rotation, he/she may go to the next scheduled day after the make up day to resume his/her turn in the regular rotation. If the driver passes on the make up trip which is at least sixty (60) hours away, he/she is still eligible to sign up and resume his/her turn in the regular rotation on the next scheduled day of trips. The day of his/her make up trip(s) will be filled from the remaining trip drivers, non-trip drivers, or substitute drivers.

Anytime an extra trip warrants fewer buses than requested, upon arrival at the school building, the last driver(s) signed up will be cancelled and this will be treated as a cancelled trip. The make up and rotation policy will be followed.

- i. If an emergency Run is cancelled the employee will go back to the Emergency Run Rotation List.

**ARTICLE XV: Hours and Work Week (cont.)**4. Overtime Compensation

- a. In the event a driver drives an extra trip on Saturday, that employee shall be paid time and one-half his/her regular rate for all hours worked.
- b. In the event a driver drives an extra trip on Sunday, that employee shall be paid double time his/her regular rate for all hours worked.

5. Vo-Tech, Special Education and Kindergarten Runs

- a. When one of the regular drivers is absent, the Vo-Tech and Special Education Runs shall be rotated equally according to seniority among all of the drivers.
- b. Subs may drive the Vo-Tech and Kindergarten runs if regular drivers have been asked and are unavailable.

6. In-Service Day

Drivers will attend an in-service held for this county. Drivers will be paid at the field trip rate and it will be mandatory that every driver attend the clinic. The Board will pay drivers for the number of hours the clinic is in session.

7. Perfect Attendance

As an incentive to improve bus driver attendance, the Board shall pay \$100 at the end of each school year to each regular driver who has maintained perfect attendance. Perfect attendance is interpreted to mean that the driver does not miss for any reason a regularly scheduled bus run.



**ARTICLE XVI: Holidays**

A. Paid Holidays

The Board will pay the normal days pay for the following holidays; even though no work is performed by the employee:

- |                        |               |
|------------------------|---------------|
| New Year's Eve Day     | Christmas Day |
| New Year's Day         | Memorial Day  |
| Thanksgiving Day       | Labor Day     |
| Day after Thanksgiving | Good Friday   |
| Christmas Eve Day      |               |

B. Pay for Working Holiday

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

C. Holiday Falling on Vacation Day

If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive an additional day's pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day charged against their allowable sick leave.

D. Holiday While Sick

In the event an employee is on sick leave on any of the above named holidays, he/she shall not have that day charged against his/her allowable sick leave.

**ARTICLE XVII: Vacations**A. Earned Rate

All secretaries shall receive an annual paid vacation of one (1) day per month worked. Generally, secretaries may accrue a total of ten and a half (10 1/2) vacation days per work year.

B. Accumulation

Vacation allowance may not be accumulated from one year to the next, except on the basis of written request, which must have the approval of the Board.

C. Scheduling

Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school. If two employees in the same classification request identical dates at the same time, the request of the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled.

D. Termination or Leave of Absence

Secretaries terminating employment or going on leave of absence shall receive reimbursement for unused, accumulated vacation pay at the rate of one (1) day per month as previously stated. Payment of unused vacation pay to be made at the time the employee terminates employment or goes on leave.

E. "Grandpersoned" Employees

Library assistants and teachers aides employed by the district as of July 1, 1994 shall be grandpersoned so that they will continue to have the benefit of vacation days as reflected in the relevant provisions of the 1991-94 Master Agreement. Library assistants and teachers aides hired after July 1, 1994 will not receive any vacation days.

**ARTICLE XVIII: General**A. Teacher Aide, Secretary, Library Assistant, and Bus Driver1. Tax Sheltered Annuities

The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company. The Board shall limit the number of tax deferred annuities to the companies presently being used: VALIC, MEA Financial Services Annuity, Franklin Life, Prudential, Jackson Hantz, Consolidated Smith Barney, Gleaners, IDS. Once a company is eliminated, it shall not be added.

2. Employee Lounges and Telephone Facilities

The Board shall provide for all employees covered by this Agreement lounges for break purposes. Telephones shall be provided in these lounges for school business and emergency use by the employees.

3. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within reasonable proximity of their building. All parking and bus lots shall be maintained according to weather conditions.

4. Resignation

Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation. If at least ten (10) days' notice is not given, the employee will be required to pay as liquidated damages a sum equal to three days' pay which may be withheld from the employee's paycheck or otherwise collected, with the exception of a medical emergency.

5. Deductions

The Board agrees to make available to all employees covered by this Agreement any payroll deduction services, which are available through the School District, such as Savings Bonds, the Adrian and Tecumseh Credit Unions, and etc.

6. Continuing Education

The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.

**ARTICLE XVIII: General (cont.)**7. Retirement Fund

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

8. Physical Examination

The Board agrees to pay the full cost of any physical examination by the Employer's selected physician required of new employees who are hired by the Board.

9. Emergency School Closings

- a. First Two (2) Inclement Weather Days -- Employees are not expected to report to work on the first two (2) inclement weather days of the school year and employees will be paid.
- b. Additional Inclement Weather Days -- Secretaries will work on the additional inclement weather days and receive their normal compensation. All other employees will not work on the additional inclement weather days, but will be expected to work on the make-up days when students are in session and receive their normal compensation.
- c. Closing During the School Day -- If adverse weather or other emergencies develop during the school day, and it is determined by the Board to be too hazardous for the students to remain in the building which requires the closing of school, the employees covered by this Agreement will be permitted to leave the building after all students have been evacuated and when directed to do so by the administration. The employees covered by this Agreement shall suffer no loss of pay on such days.
- d. Emergency Closings- In the event school is closed because of conditions or emergencies not within the control of school authorities and members of this Association are notified they should not report, the days necessary to meet State and contractual guidelines will be made-up at the end of the school year.

10. Mileage

Employees, who are using their own transportation for carrying out the responsibilities for the school system, shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy. An employee who is authorized by the Board of Education to use their own personal vehicle for a special trip; i.e. data center, etc. shall be reimbursed the deductible in the event of an accident but only if the employee is not at fault.

**ARTICLE XVIII: General (cont.)**11. Emergency

In the event of an emergency or an administrative problem, the building secretary will be informed of a person to contact.

12. Medication

Designated employees shall administer medication to pupils as assigned consistent with Section 1178 of the Revised School Code which provides: "A school administrator, teacher, or other school employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parents or guardian, and in compliance with the instructions of a physician is not liable in a criminal action or for civil damages as a result of the administration except for an act or omission amounting to gross negligence or willful and wanton misconduct." The district shall provide liability insurance on behalf of each employee who administers medication or who because of medical emergency provides medical services.

13. Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action related to his/her employment, the Employer will provide assistance to the employee to the limit as set forth in school district insurance policies subject to the terms of the policies and provided the employee acted properly.

**B. Bus Drivers**1. Field Trips

The Bus Driver shall be paid at the rate specified in Appendix A for all field trips, fan buses, and all other school sponsored trips from fifteen (15) minutes before departure time, until fifteen (15) minutes after arrival time.

2. Vo-Tech Buses

The Bus Driver shall be paid at the rate specified in Appendix A, from portal to portal, including loading and unloading time.

3. Physical Examination

Bus Drivers shall annually be given a physical examination and TB test (if required) at times, dates and places to be determined by the Employer and conducted by a physician or health service appointed by the Employer. The Employer shall pay the full cost of these examinations.

**ARTICLE XVIII: General (cont.)**4. Chauffeur's License

Bus Drivers shall obtain a Commercial Driver's License (CDL) as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Board.

5. Bus Certification Tests

The Board shall pay for full cost of the Bus Certification Tests, including tuition, plus pay the employee the proper rate of pay for attending the Bus Driver's School as required by the State of Michigan.

6. Training

In the event that a driver is required to train another driver, that driver shall be paid the Field Trip rate of pay.

7. Job Related Duties

The Board shall pay the employees at the extra rate of pay for all time worked for any job related duties, which are required of the Employee by the Board. The Board shall have the right to schedule required meetings with the employees and shall pay for all time in excess of six (6) hours for the year at the rate of extra trip rate of pay.

8. Expense Allowance

The Board shall reimburse the employee the cost of all admission tickets for an event in which the Bus Driver drives to, provided he is authorized to attend such event.

9. Breakdown Time

The Bus Driver shall be paid Field Trip wages for all time in excess of regular driving time on the driver's regular run, during which the Bus Driver is required to remain with his bus due to an emergency situation.

10. Pay Computation

The Board shall include with each bus driver's pay check a breakdown showing the trips, which were paid for that pay period. All reimbursable expense shall be paid to the employee in a separate check by no later than one (1) month from the date the expenses were incurred.

**ARTICLE XVIII: General (cont.)**11. Work Rules and Standards

The Board shall adopt and maintain reasonable standards and regulations, with such standards and regulations to be given to each employee in writing.

12. Meal Allowance

An employee who drives an extra trip between 7:00 a.m. and 9:00 a.m., or between 11:00 a.m. and 1:00 p.m., or between 4:00 p.m. and 6:30 p.m. will receive a maximum meal allowance for meals eaten during the trip of up to \$5.00 for breakfast, \$5.00 for lunch, and \$7.00 for dinner for any extra trips, which fall within these time periods, and provided that such trip is a minimum of two (2) hours in duration.

13. Washing Buses

Bus drivers shall be permitted to wash their buses with permission from their supervisor. They shall receive up to one hour of pay per week at the field trip pay rate for washing their buses. The supervisor shall use his/her discretion as to whether or not a bus needs to be washed.

## 14. On extra trips, drivers shall remain in the vicinity where the students are located unless permission to leave is granted by the person in charge of the extra trip.

## C. The parties agree that the topics of School Improvement and Inclusive Ed./Medically Fragile are of interest to both the Clinton Community Schools and the Clinton Educational Support Personnel Association, MEA/NEA. The parties therefore agree to the following language:

1. School Improvement

Participation, outside the normal school day, on any school improvement committee established as a result of P.A. 25 (1990) shall be voluntary. School Improvement committee decisions that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the Clinton Educational Support Personnel Association and the Board.

2. Inclusive Education/Medically Fragile

The Clinton Community Schools shall continue to use the IEPC process in accordance with Special Education Rules and Regulations and provide the needed training provided by the Lenawee County Intermediate School District. It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education, for special students, enrolled, in, the, Clinton Community Schools as a

**ARTICLE XVIII: General (cont.)**

result of the Inclusive Education/Medically Fragile initiative. In the event problems arise, both parties agree to work cooperatively and the principal/immediate supervisor and the employee shall reach agreement. If the principal/immediate supervisor and the employee fail to reach agreement, the Superintendent and Uniserv Director shall find a mutually agreeable solution to the problem. In no case shall the Clinton Community Schools be prevented from fulfilling the requirements of law.

**D. Alcohol/Drug Testing for Covered Employees**

1. Alcohol and controlled substances testing of covered employees will be as required by the Omnibus Transportation Employee Testing Act of 1991 ("Act") and the Federal Controlled Substances and Alcohol Testing Regulations ("Regulations"). All testing shall be in accordance with the Act and Regulations.
2. Upon the availability of a substitute, Clinton Educational Support Personnel Association may send up to three (3) representatives (selected by the Association President) to any training sessions conducted for supervisors as required by the Omnibus Transportation Employee Testing Act or its regulations. Travel and attendance will be without cost to the School District.
3. All reasonable time spent by a covered employee in random, reasonable suspicion, and post-accident testing and necessary travel to and from the testing site, will be paid at field trip rate unless the final determination of the test results are positive. Provided the final determination of the test results are negative, a driver who misses a regular bus run (regular route, kindergarten route, Vo-Tech) because of testing will be paid at either the field trip rate or what would have been made on the regular bus run, whichever is greater.
4. If practicable, notification of testing to a covered employee will be in writing. The determination of "practicability" for such notification remains solely with the Transportation Supervisor.



**ARTICLE XIX: Insurance Protection**

The Board shall provide the following insurance benefits for the employee and his/her eligible dependents for a twelve (12) month period as follows:

**PLAN A – Choices II with XVA2: \$100/\$200 deductible; \$10/\$20 prescription drug co-pay**

Delta Dental Plan

80/80/80: \$1,000 Class I, II, III A

\$20,000 Negotiated Term Life, AD & D

VSP-1

LTD -- 66 2/3%, \$2,250 MAX., 60 CD waiting period

**PLAN B --**

Delta Dental Plan – Same as Plan A above

\$50,000 AD & D

VSP-3

LTD -- 66 2/3%, \$1,500 MAX., 60 CD waiting period

The Board of Education shall not be obligated to pay more than \$1174.45 for the 2006-2007 school year toward the monthly premium rate for Plan A (part-time employees pro-rated).

The Board of Education shall not be obligated to pay more than a seven percent (7%) annual increase in the monthly PLAN A premium rate for those individuals taking PLAN A. At the Board's option, an increase beyond seven percent (7%) will be deducted from the employee's pay as a pre-tax premium contribution.

Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full or part-time employees, or in the event there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties will meet to negotiate over the impact of such changes.

**ALL EMPLOYEES WHO COMPLETED THEIR PROBATIONARY PERIOD PRIOR TO JULY 1, 1997:****A. Bus Drivers**

1. Any employee working 30 hours or more is eligible and may select either PLAN A or PLAN B as described above.
2. Any employee working less than 30 hours is eligible and will receive PLAN B as above.

**ARTICLE XIX: Insurance Protection (cont.)****B. Secretary, Library Assistant, and Teacher Aide**

1. Any Employee may select PLAN A or PLAN B as described above.

EMPLOYEES WHO COMPLETED THEIR PROBATIONARY PERIOD BETWEEN JULY 1, 1997 AND JULY 1, 1998 WILL BE ELIGIBLE FOR PLAN B INSURANCE ONLY.

**C. THE FOLLOWING APPLIES TO EMPLOYEES WHO COMPLETED THEIR PROBATIONARY PERIOD AFTER JULY 1, 1998:**

1. Any secretary working thirty (30) hours or more may select PLAN A or PLAN B, as described above. Any secretary working less than thirty (30) hours is eligible for PLAN B, as described above.

2. Teacher aides and library assistants working thirty (30) hours or more are eligible for PLAN B, as described above.

3. Bus drivers are not eligible for any employer-paid insurance.

**D. It shall be the responsibility of the employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy or program terms and conditions.****E. Payroll deduction shall be available for all MESSA programs.**

**ARTICLE XX: Retirement**

All bargaining unit members shall be allowed to continue their employment with the Board until reaching the retirement age allowable under law.

**ARTICLE XXI: Grievance Procedure****A. Definitions**

1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
2. For the purpose of processing grievances, business days shall be defined as Monday through Friday, excluding Saturdays, Sundays, or holidays.
3. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
4. Any grievance, which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level. The failure of the employer, at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Association within the prescribed time limits set forth in that step level of the grievance procedure, shall entitle the Association to process the grievance to the next level.
5. If any employee or Association grievance is not initiated within five (5) business days of the occurrence of the condition giving rise to the grievance, or within five (5) business days of the date it is reasonable to assume that the employee or the Association as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

**B. Step One**

1. Any employee having a grievance shall first discuss the grievance with their immediate supervisor, individually or accompanied by a representative of the Association, and then if the grievance is not settled orally, the grievance may be submitted to the immediate supervisor in writing.

**ARTICLE XXI: Grievance Procedure (cont.)**

2. The grievance shall be submitted in writing to the immediate supervisor within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.

**C. Step Two**

1. The Association President shall meet with the immediate supervisor to discuss the grievance within five (5) business days of its written submission to the immediate supervisor.
2. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) business days of his meeting with the Association President.

**D. Step Three**

1. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools within five (5) business days from the date of receipt of the answer given by the immediate supervisor, and the Superintendent of Schools shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.
2. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Uniserv Director of the Association.

**E. Step Four**

1. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools, and the Board of Education shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.
2. The Board of Education shall give their decision in writing to the Uniserv Director within ten (10) business days of their meeting.

**F. Step Five**

1. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to the American Arbitration Association. Selection of the arbitrator and the hearing shall be conducted in accordance with the rules of the American Arbitration Association.

**ARTICLE XXI: Grievance Procedure (cont.)**

2. The Association or the Board may call any person as a witness in any arbitration hearing.
3. Each party shall be responsible for the expenses of the witnesses that they may call.
4. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto. The Arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits which are determined to be wrongfully denied to an employee.
5. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
6. Neither party shall be permitted to present in the arbitration hearing any evidence or grounds, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
8. The decision of the Arbitrator made pursuant to this Agreement shall be final, conclusive and binding upon all Employees, the Board, and the Association.
9. The result of the Arbitrator's decision shall be implemented within fifteen (15) business days from the date of receipt of the Arbitrator's decision. Extension of this limit may be mutually agreed upon
10. The arbitrator shall have no power to rule upon the discipline or discharge of any probationary employee or the content of any employee evaluation.
11. The arbitrator shall have no power to consider any claim which is being processed through another remedial procedure or forum established by law or governmental regulation.
12. The arbitrator shall have no power to change any practice, policy, or rule of the district, nor substitute his/her judgement for that of the district as to the reasonableness of any such practice, policy, or rule, or any action taken by the district. His/her power shall be limited to deciding whether the district has violated the express articles or sections of this Agreement. He/she shall not imply obligations and conditions binding upon the district from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the district.

13. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
14. The arbitrator shall not award any damages other than for back wages and/or insurance premiums and shall reduce any award by the compensation that may have been received from other work during the time that the employee would have been working for the district or from unemployment compensation.

G. Expedited Arbitration

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

H. Association Appeal

Only the Association, not an individual employee, may appeal a grievance to arbitration.

**ARTICLE XXII: Binding Effective Agreement**

This Agreement shall be binding upon the parties hereto, their successors and assignees.

**ARTICLE XXIII: Scope, Waiver and Alteration of Agreement**

- A. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Association.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any court of competent jurisdiction or tribunal, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXIV: Employee Purchase or Re-Payment of Retirement Service Credit**

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix C, and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix C, on behalf of any employee wishing to purchase additional MPERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix C.
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPERS by the Board.
- E. This Article will be implemented in the month following notification from MPERS to the Board that MPERS' program for receiving and processing these routine payroll deduction contributions is operational.



**ARTICLE XXV: Duration of Agreement**

- A. This Agreement shall be in full force and effect from the date of ratification until June 30, 2009.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

<b>APPENDIX A</b>
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**Clinton ESP  
Wage Schedule**

**CLASSIFICATION**

	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
1. TEACHER AIDE	\$11.45	\$11.68	\$11.91
2. SECRETARY	15.91	16.23	16.55
3. LIBRARY ASSISTANT/TITLE I AIDE	12.91	13.17	13.43
4. BUS DRIVER:			
Regular Route & Kindergarten	21.83	22.27	22.72
Vo-Tech	11.53	11.75	11.99
Field Trips	10.91	11.13	11.36

Longevity Pay: Employees with thirty (30) hours or more per week (excluding extra trip time), shall be paid an additional 5 cents per hour beginning after five years and an additional 5 cents per hour every five years thereafter, i.e. 10 cents per hour for ten years, 15 cents per hour for fifteen years, etc.

SUBSTITUTE AND PROBATIONARY RATE is fifty cents (\$.50) less per hour/run.

**APPENDIX B**

**Payroll Resolution**

**(Pursuant to Article XXIV of the Master Agreement)**

**WHEREAS** Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

**WHEREAS**, under the Michigan Public School Employee Retirement System (MPERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

**NOW THEREFORE BE IT RESOLVED** that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS;

**BE IT FURTHER RESOLVED** that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, 1998.

REPORTING UNIT NAME: Clinton Community Schools

REPORTING UNIT NUMBER: \_\_\_\_\_

Approved by the Clinton Community Schools Board of Education

DATE: \_\_\_\_\_

Secretary, Clinton Community Schools Board of Education

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX C**

**ADDITIONAL RETIREMENT CONTRIBUTIONS  
PAYROLL AUTHORIZATION**

**(Election of Retirement and Universal Service Credit benefits under Article XXIV)**

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deductions authorization. The employer resolution (and this agreement) shall take effect (DATE)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

- 1. Deductions are to be made from my salary, for a total of \_\_\_\_ months in the amounts of \$\_\_\_\_\_ per month with a final payment of \$\_\_\_\_\_.
- 2. These are additional retirement contributions.
- 3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
- 4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
- 5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME: Clinton Community Schools                      NUMBER: \_\_\_\_\_

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**MASTER CONTRACT -- CESPA, MEA/NEA**

**2006-2009**

The signatures on this page have been made after ratification by both the Board of Education and the Clinton Educational Support Personnel Association, MEA/NEA.

**CLINTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA**

**CLINTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

*Gail Wittenbach*  
President

*Manda M. King*  
President

*David T. Purdy*  
Vice President

*[Signature]*  
Secretary

*Ann Ingram*  
Secretary

*David P. Gray*  
Superintendent of Schools

*Jim Beuyma*  
Lenawee County Education  
Association Representative