

COLLECTIVE BARGAINING AGREEMENT

between

CHESANING UNION SCHOOL DISTRICT

and

**CHESANING UNION AUXILIARY SERVICE
FEDERATION OF TEACHERS
LOCAL 4203, MFT&SRP/AFT, AFL-CIO**

2003 - 2007

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DESIGNATION OF PARTIES

On this 1st day of July 2003, at Chesaning, Michigan, the Chesaning Union Schools District located in Chesaning, Michigan, hereinafter referred to as the "Board", and the Chesaning Union Auxiliary Service Employees, Local #4203, MFT&SRP/AFT, AFL-CIO, hereinafter designated as the "Federation", enter into the following Agreement:

ARTICLE I PREAMBLE

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

ARTICLE II RECOGNITION

1. The Board hereby recognizes the Chesaning Union Auxiliary Service Employees, Local of the Chesaning Union Federation of Teachers, Local #4203, AFT/MFT&SRP, AFL-CIO, as the sole and exclusive bargaining representative in all matters prescribed by law and as defined in applicable provisions of Act 379 of the Public Acts of 1965, as amended, and as certified in Case No. R81C128G of the Michigan Employment Relations Commission.
2. Covered by the contract are all non-teaching employees, all full-time and part-time auxiliary employees including all maintenance and operational employees, all bus drivers, all cooks, all paraprofessionals, all noon/recess monitors, all media/technology coordinators, *all library/AV coordinators*, all bus chaperones, all custodians, all mechanics, all secretaries excluding Central Office Secretaries, excluding all students, supervisory personnel, substitutes, and all other employees.
3. The term "employees" when used hereinafter in the Agreement shall refer to all personnel represented by the Federation in the bargaining unit defined above. All references to male employees shall be equal in reference to female employees of this bargaining unit.
4. Time spent on seasonal jobs shall not count in the calculation of seniority. Employees interested in working on seasonal jobs should submit their names to the Superintendent between April 1st and May 1st.
5. Once this Agreement is ratified and signed by the parties, it shall become the policy of the Board of Education.

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

**ARTICLE III
FEDERATION DUES/FEES & PAYROLL DEDUCTION**

1. The Board agrees that it shall provide, without cost to the Federation, payroll deduction for the purpose of payment of Federation dues, and/or service fees of the members of the bargaining unit.
2. The Federation shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Federation which may later be held to have not been authorized by the individual involved to which may not constitute a legal deduction.
3. Authorization for Payroll Deduction:

I hereby request and authorize the Chesaning Union Public School District to deduct from my earnings one of the following:

- () An amount established by the Federation as monthly dues, or
- () An amount equivalent to monthly Union dues, which is established as a service fee.

(print last name)	(print first name)
(address)	(zip code)
(signature)	

4. Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted one-half from the first pay and one-half from the second pay period of the month and each month thereafter, in accordance with present practice.
5. The annual written authorization for deduction shall remain in full force and effect from January 1 through December 31 and may be revoked only by written notice given during the period thirty (30) days immediately prior to the beginning of a school year.
6. Deductions shall be remitted to the designated financial officer of the Federation with a list of names and amount deducted from each employee no later than fifteen (15) days following the day from which deductions were made.
7. Membership in the Federation shall be open to all employees regardless of race, creed, age, sex, marital status, or national origin.
8. Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's policy and procedures regarding "Objections to Political-Ideological Expenditures". The remedies set forth in that policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative, judicial, and contractual procedures shall be barred.
9. In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit the same to the Union under the procedures provided below.
 - A. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-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.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to paragraph (a) above.

- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.

Due to certain requirements established in recent court decisions, the Union represents 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 within thirty (30) days following the Union's notification to non-members of the fee for that given school year.

10. The Federation shall indemnify the Board and hold it harmless against any loss or claim for damages resulting from the payment to the Federation of any sums deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Federation shall intervene and defend against such action or claim subject, however, to the following conditions:
 - a. The Federation, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - b. The Federation has the right to choose the legal counsel to defend any suit or action.
 - c. The Federation shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE IV
GRIEVANCE PROCEDURE

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

B. Procedure for Handling:

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

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

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

7. In the event that the Employer does not answer any grievance in writing within the time limits, it shall be construed to be a denial at which point the grievance may be appealed to the next step. If the Union fails to move a grievance from one step to another in a timely fashion, the grievance shall be considered settled on the basis of the Employer's last answer.
 8. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Federation.
 9. Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.
- C. Any employee who is a member of the bargaining unit covered under this Agreement, or any group of such employees of the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article through the superintendent level.
 - D. An employee or group of employees may be represented at any level of the grievance procedure by a designated representative of the Federation. If an employee or group of employees files a grievance, the Federation shall have the right to be present at all steps of the procedure. Only the Federation may proceed to arbitration.
 - E. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
 - F. The term "days" in this Article shall mean Monday through Friday, excluding holidays.
 - G. It is important the grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limit at any step.
 - H. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with his supervisor as described in Level One of the grievance procedure.
 - I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.
 - J. A grievance may be withdrawn by mutual agreement at any level without prejudice.

- K. Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.
- L. If the grievance is not settled at the previous step, or if no disposition has been made within the specified time limits, the grievance may be submitted to arbitration before an impartial arbitrator. The Federation will notify the superintendent within twenty (20) days after receiving the decision at the previous step that the grievance is being submitted to arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding.
- M. Fees of Arbitrator: The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE V
DISCIPLINARY SUPPORT AND PROTECTION OF EMPLOYEES

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

The student's principal shall hold a conference with the student and/or parents, and/or employer, and communicate the outcome of that conference to the employee.

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

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

ARTICLE VI
EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

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

ARTICLE VII
FEDERATION RIGHTS AND RESPONSIBILITIES

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

ARTICLE VIII
BOARD RIGHTS AND RESPONSIBILITIES

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

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

**ARTICLE IX
SENIORITY**

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

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

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

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

5. Probationary Employees: There shall be no seniority during the initial probationary period. This is in regards to new employees only. Said employee shall be considered probationary for the first sixty (60) working days of their employment.

When an employee completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the date of original employment (first full day worked). If more than one employee has the same seniority date, lot will determine their seniority. Probationary employee may be discharged with or without cause.

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

1) Temporary employees; 2) Probationary employees; and 3) Other employees within the job classification in accordance with their job classification seniority.

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

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

10. Recall

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

- d.
 1. The most senior employee shall be recalled to the first opening in the job classification from which the employee was laid off or if she/he had bumped from his/her original position in the reduction of the work force before being laid off to such former position.
 2. In the event that all laid off employees from a job classification have been recalled and vacancies remain, the most senior employee on layoff shall have the right to the first opening in any classification within the unit for which they qualify.

**ARTICLE X
VACANCIES AND POSTINGS**

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

Employees who work 2 hours a day or less, who apply, shall be considered for any vacancy before any outside applicants.
3. a. All job vacancies will be posted in the central office building for a period of ten (10) working days setting forth the desired qualifications for the position.
b. Vacancies will be posted in all school buildings during the school year.
4. A copy of the posting will be furnished to the Federation.
5. Vacancies may be filled on a temporary basis immediately. Temporary may be as long as forty-five (45) consecutive work days.
6. Employees interested shall apply during the ten (10) working days of the posting period. The senior employee applying for the vacancy who meets the desired qualifications shall be granted the position.
7. In the event that the senior applicant is denied the vacancy upon written request, the reasons for the denial shall be given in writing to such employee and the Federation.
8. When an employee is awarded a position through the posting process, the employee shall receive the rate of pay for the job upon the commencing of performance.
9. Employees shall be limited to one (1) voluntary change in hours per fiscal year. In the event that this same employee may increase their hours to benefited status, they would be allowed one additional change.
10. Employees who successfully bid on a new position shall lose the right to bid on job openings for the fiscal year from the date of their return to their previously held position.

ARTICLE XI
LEAVES OF ABSENCE

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

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

ARTICLE XII
SICK, PERSONAL, AND BEREAVEMENT LEAVE

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

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

These days are to be used for absences caused by illness, disability, or personal business. (1 day limit on personal business.) Personal days must be used first before any unpaid time is approved. The unused sick days shall accumulate.

2. For each unused day (10-11-12) during any current year, the employee will be paid 30% of the base daily salary for the classification.
3. One day per year of the sick leave can be used for illness in the immediate family. A maximum for ten (10) days per year of sick leave can be used for critical illness in the immediate family. The immediate family for purposes of this section shall be defined as the employee's spouse, children, or parents. Critical illness shall be defined as any injury or illness where hospitalization and/or intensive care becomes necessary.
4. If an employee retires and qualifies for retirement benefits as specified by the Michigan Public Employee Retirement Fund, the Board will pay the employee one tenth (1/10) of the days accumulated sick leave that the employee has. An employee terminating employment for any other reason will forfeit all accumulated sick days.
5. One day of paid sick leave may be used for personal business, which cannot be conducted at any other time than during working hours. This day is subject to the approval of the administration. The application for business leave must be submitted to the employee's supervisor no less than three (3) working days prior to date requested. The three-day requirement may be waived in the event of an emergency. This request must state the reason for the request and the date requested and both are subject to approval by the administration. No more than 5% or a maximum of 3 people in a specific job classification will be allowed to take a personal day on any given date. Personal business days can only be taken in whole day increments.

6. A maximum of five (5) work days may be used for a death in the immediate family for the purposes of attending the funeral. The immediate family, for purposes of this section, will be the employee's spouse, children, and parents. The employer may request documentation if abuse is suspected.

The leave starts the day of death, or the day notified of the death. The days must be taken consecutively and the employee must otherwise have been scheduled to work.

7. A maximum of three (3) workdays may be used in the event of the death of the employee's brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, or parent-in-law. The same requirements apply to this paragraph as to the paragraph immediately above.
8. *One (1) day per relative not covered above in #6, not to exceed three (3) days per school year.* Employer may grant up to one additional day with a clear understanding that they will be unpaid days. Employee must use personal day first before unpaid day.
9. At the end of the school year, the Board will note on the last check the number of sick days each employee has accumulated.

10. Family and Medical Leave Act.

- A. Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of experience shall be unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
 - a. Birth, adoption, or foster care placement of an employee's child;
 - b. Serious health condition of an employee's spouse, child, or parent;
- B. Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.

- C. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissible be deducted from any wage or other payments due to the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- D. The employee shall first use accrued paid leave. The remainder of any leave time will be unpaid.
- E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at the District expense.

**ARTICLE XIII
MISCELLANEOUS**

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

- c. All other employees are expected to work when school is not in session. If they do not work, they will not receive pay for the day. If it is impossible for the employee to report to begin work at the starting time of his or her shift, there will be a grace period of a maximum of two hours. If the employee does not report to work within the first two hour period of his or her shift, he or she will not be paid for any time missed. Cooks asked to work when school is not in session shall be paid for actual time worked or one (1) hour, whichever is greater.

NOTE: In the event that there is a change in the present law regarding the requirement to make up scheduled school days lost because of Acts of God, this section will be renegotiated.

9. Pay Periods

- a. Bus driver salaries will be divided into 21 or 26 equal payments and be distributed every two (2) weeks.
 - b. Cooks will be paid on the basis of the hours that are worked for each pay period.
10. Banquets & Dinners: Cooks working at banquets will receive their regular hourly rate until they have worked a total of eight hours in a single day (this includes both regular job assignment and extra work). Any hours worked beyond eight hours will be paid at the rate of one and one-half (1-1/2) times the basic hourly rate. All Saturday work would be paid at one and one-half (1-1/2) times the basic hourly rate. Banquet assignments shall be made on a rotation basis among cooks within the building where the banquets occur.
 11. Overtime: All hours worked in excess of forty (40) hours in the standard work week shall be paid at the rate of one and one-half (1-1/2) times the basic hourly rate. Regular work schedules will not be altered to avoid the paying of overtime.
 12. Checking Buildings: The maintenance responsible for checking the buildings and boilers shall be given time off at the rate of one hour per week for every week they are assigned such duty.
 13. Waiver Clause: This Agreement represents all demands by both parties. It is understood that no further negotiations will take place during the life of this Agreement unless agreed upon by both parties.
 14. Retirement hours shall be based upon criteria set by MPSERS.

15. Seasonal employees are not covered by the terms of this Agreement. Seasonal employees will not displace members of the bargaining unit. *Current custodians will be paid their regular wage provided they are chosen by the Maintenance/Custodian Director to do summer seasonal work. Current custodians who are chosen to do summer work do not acquire full-time status. This will begin the summer of 2004.*
16. Extra trip drivers must sign up prior to September 15 of each year. Trips will be rotated among all seniority drivers. Drivers who refuse their turn will be placed at the bottom of the list. Regular drivers will not be excused from their regular runs to Take an extra trip. Any driver whose turn it is to take an extra trip may take the trip as long as the employee does not exceed ten (10) hours of overtime pay in that two week pay period.
17. On an extra trip which exceeds six hours, and the students are having a meal, and the employee is gone for one of the designated meal periods, on a receipt basis the district will reimburse bus drivers as set forth below:
- | | | |
|-----------|-------------------------|----------|
| Breakfast | 6:00 a.m. to 8:00 a.m. | - \$3.00 |
| Lunch | 11:00 a.m. to 1:00 p.m. | - \$5.00 |
| Dinner | 4:00 p.m. to 7:00 p.m. | - \$7.00 |
18. Drivers shall be paid for a "lost run" if run is lost due to circumstances beyond driver's control if the "lost run" was approved by the Supervisor.
19. The Board of Education will compensate a bus driver one (1) hour at the current extra run rate for any driver selected for drug testing as mandated by Federal law.
20. Employees scheduled to work six hours or more per day shall have 2 (two) 15- (fifteen) minutes paid breaks. Employees scheduled to work 4 (four) hours (but less than 6 (six) hours) shall have 1 (one) 15-minute break. All breaks must be approved by their immediate supervisor. In the event that an employee is unable to have a break due to their work assignment (i.e. a para-professional who is assigned a student who is in attendance that day and who requires constant supervision)* will be compensated for their lost break time. This additional time will be approved by their immediate supervisor and the employee will be compensated at the next regularly pay period.

* Note: The paraprofessional schedule will be set at the beginning of each trimester.

* Note: It is understood that employees cannot "bank" break time. Breaks must be used for purpose of a break.

**ARTICLE XIV
FRINGE BENEFITS**

FULL-TIME EMPLOYEES

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

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

- a. **Full-family hospitalization insurance** (*no duplicate coverage) - full health insurance will include Blue Cross Master Medical, X-ray Rider, and Co-pay Prescription Drug Rider or comparable coverage.

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

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

- b. Income Protection
- c. Long-term Disability
- d. Dental - The Board will continue to provide the Self-Insured dental plan that is presently being provided or comparable coverage.
- e. Option B - \$20,000 Life Insurance (if not eligible for health insurance).
- f. Self-Insurance Vision Plan
- g. The parties agree that the district has the right to self-insure or bid all insurances included in this contract, each year. Prior to making any change in insurances, the matter will be discussed with the Union. Any changes will be comparable or better than current specifications.
- h. It is understood that all insurance coverage for people in the Union will be provided subject to the submission of a written application and subject to the

fulfillment of the insurance carrier's requirements, provided such requirements do not violate the provisions or intent of this collective bargaining agreement.

2. Vacations: Full-time employees shall receive paid vacations as follows: First summer after employment -- 1 week, and one extra day for each complete year up to 5 years; 2 weeks, and one extra day for each complete year up to 10 years; 3 weeks, and one extra day for each complete year up to 15 years -- 4 weeks. Full-time employees beginning their 21st year of employment shall receive one (1) additional vacation day.
- a. Vacation requests must be made at least five (5) days in advance of the date requested.
 - b. Those employees who fail to request vacation in advance may have the request denied or may have their vacation time assigned by the Employer.
 - c. Vacation requests will be processed according to seniority.
 - d. The number of employees in any classification or any shift that may be on vacation at any one time shall be determined by the supervisor.
 - e. Any vacation requests, which are denied, are not subject to the grievance procedure.

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

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

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

New Year's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving and Friday after
Christmas Day

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

PART-TIME EMPLOYEES

1. Definition: Those employees working a minimum of six (6) hours per day and less than 210 days per fiscal year and will receive the following benefits:
 - a. Insurance
 1. Income Protection
 2. Long Term Disability
 3. \$15,000 Life Insurance
 4. Self-Insured Vision Plan
 5. Employees shall have the right to purchase health benefits at Board subscription rates provided it is done through payroll deductions twice per month. Employees pay in full by June 15 of each year for summer premium rates.
2. Holidays: Employees shall be paid for the following holidays on a pro-rated basis when they fall during the regularly scheduled work week. Employees must work the day before and the day after a holiday to receive holiday pay. Employer approved vacation days and personal days are considered a work day.

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

*Christmas Day – employee must work their regularly scheduled day before and the regularly scheduled day after Christmas to receive holiday pay.

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

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

SELF-INSURED VISION PLAN

The Board of Education will provide vision insurance coverage as follows:

\$450.00 every two (2) years for employee. Dependents capped at \$500.00 total every two (2) years.

HEALTH INSURANCE

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

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

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

1. MEBS INSURANCE PLAN:

<u>2003 - 2004</u>	<u>2004 - 2005</u>	<u>2005 - 2006</u>	<u>2006 - 2007</u>
Co-pay	Co-pay	Co-pay	Co-pay
\$5.00/\$10.00	\$5.00/\$10.00	\$5.00/\$10.00	\$5.00/\$10.00
3 Star	3 Star	3 Star	3 Star
10% cap	10% cap	10% cap	10% cap

If insurance premium costs rise 10% over the 2003-2004 cost, there will be a reduction of 0.10% from the salary schedule; 11% increase will result in 0.11% reduction; 12% increase will result in 0.12% reduction, etc. The language applies to the employees who qualify and are receiving this health insurance benefit only.

2. SECRETARIES INSURANCE PLAN: **No duplicate coverage

The following secretaries and their immediate and qualifying family members be allowed health care coverage with the Board of Education determining the health care provider provided said employee is in their 1998-1999 position and they do not qualify for any other comparable health coverage:

Ann Wells Joyce Beckman Becky Meyer Pat Cassidy

BUS DRIVER TRAINER STIPEND

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

SALARY SCHEDULE

<u>2003 – 2004</u>	<u>2004-2005</u>	<u>2005 – 2006</u>	<u>2006 - 2007</u>
5.0%	3.0%	2.0%	2.0%

** Retroactive pay will be granted to all employees except for the seasonal custodians.*

FOOD SERVICE CLASSIFICATION

Line Server:	\$7.25 per hour for any employee who works 0 – 1.5 hours per day
Cooks:	Same present increase
Team Leader:	1-3 people: \$500.00 end of the year – off schedule. Employee must work 90% of scheduled days to qualify. 4-10 people: \$1.00 additional shift premium.

1. Buildings that have 1-3 Food Service classification employees will be entitled to the \$500.00 end of year pay provided they are on the above list of names and they meet the attendance requirements.
2. Buildings that have 4-10 people in the Food Service classification group, the team leader will receive an additional \$1.00 shift premium for their role of said employees.

DURATION OF AGREEMENT

The provisions of the Agreement shall be effective as of *July 1, 2003*, and shall remain in effect until *June 30, 2007*.

IN WITNESS WHEREOF, the parties hereunto set their hands.

FOR THE BOARD OF EDUCATION
CHESANING UNION SCHOOL DISTRICT

President _____ Date: _____

Secretary _____ Date: _____

FOR THE CHESANING UNION AUXILIARY SERVICE
FEDERATION OF TEACHERS

President _____ Date: _____

Secretary _____ Date: _____

PARAPROFESSIONAL
Definition/Qualifications

All paraprofessionals must meet state and federal qualifications when mandated.

Group 1 Qualifications: People currently working in the Paraprofessional classification.

Group 2 Qualifications: People currently holding the Paraprofessional classification that have furthered their education by earning a recognized certificate through a correspondence course certifying that they have completed the requirements of a recognized course in this field. This also includes people with special training such as Braille.

Group 3 Qualifications: Anyone working in the Paraprofessional classification that has furthered their education by earning a recognized Academic Certificate through a college or university certifying that they have completed the requirements of a recognized course in this field. Also any person who has met at least twenty credit hours to meet the equivalent requirements of the Academic Certificate and is currently pursuing the completion of their education towards an Associate Degree in this field.

Group 4 Qualifications: Anyone working in the Paraprofessional classification that has earned an Associate Degree in the educational field.

MEDIA/TECHNOLOGY COORDINATOR

Level Qualifications

Level I

Employees who have received a minimum of paraprofessional certification or technology certification. (Certification may be obtained by attending classes or taking correspondence classes.)

Level II

Employees who have received a minimum of a paraprofessional certification or technology certification and 3 years experience in this classification and/or an associate degree in a related field from an approved college.

Level III

Employees who have received a minimum of an associated degree in a related field and 3 years experience in this classification or a B.A./B.S. degree from an approved college/university.

Letter of Agreement
September 1, 1996

Any employee who has earned seniority and leaves the bargaining unit to take a position as a supervisor or a central office staff member in the Chesaning Schools shall have all accrued seniority, longevity salary schedule credit and accumulated sick leave frozen as of the date they leave the bargaining unit. In the event said employee returns to the bargaining unit, they have the right to retain all negotiated benefits.

LETTER OF UNDERSTANDING

July 1, 2003

The Chesaning Board of Education agrees to allow the following positions to receive benefits provided the employee meets the necessary requirements for the life of the Agreement provided that the District does not *face* financial difficulties as determined by the Board of Education.

- Custodial – 6 employees total/district wide
Administration to determine placement provided the employee works eight (8) hours per day – full time – full year.
- Head Mechanic
To work six (6) hours per day under AFT agreement and two (2) hours per day as administrative duties, not covered under AFT agreement, as assigned by the Superintendent of his designee.
- Bus Mechanic – 1 employee total
Provided they are state certified in two of the three areas and work eight (8) hours per day – full time – full year.
- Maintenance – 4 employees total
Full year – full time – minimum of eight (8) hours per day position.

Note: All new maintenance staff members will be required to be certified (course work or experience) in at least one of the following areas: Electrical, HVAC, plumbing, boiler repair, and carpentry.

LETTER OF UNDERSTANDING
July 1, 2003

The Chesaning Board of Education and the AFT agrees that the Maintenance/Custodian Director will be a working Supervisor. He will not be a part of the AFT union.

**CHESANING UNION SCHOOLS
SALARY SCHEDULE**

Salary schedule to be set upon ratification of the agreement.

1. All employees beginning the 11th year of employment shall receive longevity pay.
2. Bus drivers and mechanics will be reimbursed for 100% of the cost of their drivers license.
3. All full time employees beginning the 21st year of employment shall receive one (1) additional vacation day.