
Agreement

Between

Central Montcalm Board of Education

And

**Central Montcalm Educational Support Personnel Association—
MEA/NEA**

2008 – 2009

2009 – 2010

2010 - 2011

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Table of Contents

		<u>Page</u>
Article 1	Agreement	1
Article 2	Recognition	
	A. Recognition	1
	B. The Term "Employee"	1
Article 3	Board Rights	
	A. Board Rights	1
	B. Continuance of Board Rights	1
Article 4	Association Rights	
	A. Special Conferences	2
	B. Bulletin Board Access	2
	C. Use of Buildings/Equipment	2
	D. Freedom of Information Act	2
	E. MEA/NEA Representatives	3
Article 5	Employee Rights	
	A. Non-Discrimination	3
	B. Review Personnel File	3
	C. Employee Representation	3
	D. Lunch Break & Daily Work Break	3
	F. Probationary Period	3
	F. Physical Assault	3
	G. Complaints Against Employee	4
	H. Reimbursement of Personal Property	4
	I. Just Cause	4
Article 6	Membership Dues, Payroll Deductions and Agency Shop	
	A. Dues Deduction	4
	B. Other Deductions	4
	C. Membership in Association	4
	D. Membership Exclusion	4
	E. Non-Compliance Procedure	4
	F. Objections to Political-Ideological Expenditures- Administrative Procedures	5
	G. Non Members Fee	5
	H. Membership/Service Fees	5
	I. Association's Service Fee Collection	5
	J. Save Harmless	5
Article 7	Vacancies, Transfers, and Promotion	
	A. Definition of Vacancy	6
	B. Posting of Vacancy	6
	C. Qualifications	6
	D. Trial Period for Transfer	6
	E. Split Assignment	6
	F. Vacancy Due to Employee Leave of Absence	6
Article 8	Seniority	
	A. Definition of Seniority and Classification	6
	B. Probationary Employees	6

	C. Seniority List	7
	D. Employee Placement	7
	E. Loss of Seniority	7
	F. Casual, Temporary or Substitute Employees	7
	G. Seniority Frozen	7
Article 9	Reduction in Personnel, Layoff, and Recall	
	A. Definition of Layoff	7
	B. Notice of Layoff	7
	C. Layoff Within Classification	7
	D. Insurance Coverage	7
	E. Recall Within Classification	7
	F. Recall Outside of Classification	7
	G. Bumping	8
	H. Notice of Recall	8
	I. Length of Recall Rights	8
	J. Step Placement	8
Article 10	Leaves of Absence	
	A. Accumulation and Use	8
	B. Jury Duty	9
	C. Approved Personal Business Leave	10
	D. Association Day	10
	E. Unpaid Leave	10
	F. Family and Medical Leave Act	11
Article 11	Holidays	
	A. List of Holidays	12
	B. Conditions	12
	C. Weekend Holiday	12
Article 12	Vacations	
	A. Accumulation	13
	B. Conditions	13
Article 13	Assignments, Hours, and Conditions	
	A. Notice of Cancellation	14
	B. Overtime	14
	C. Uniform Allowance	14
	D. Pay for Required Meetings	14
	E. Physical Exam & X-Rays	14
	F. Bus Drivers	14
	G. Scheduling of School Year Assignments	16
	H. Michigan Essential Insurance Act	16
	I. Renewal Fees	16
	J. Professional Development	16
	K. Paraprofessional Jackets	16
	L. Maintaining Certification/Qualifications	17
Article 14	Compensation	
	A. Wage Rates	17
	B. Retirement	17
	C. Extra Trip Compensation	17
	D. Mileage Reimbursement	17
	E. Substituting for Head	17
	F. HS/MS Head Custodian Extra Wage	17

Article 15	Fringe Benefits	
	A. Qualifications	17
	B. Benefits	19
Article 16	No Strike or Interruption of Education	
	A. No Strike	20
	B. Failure to Comply	20
Article 17	Grievance Procedure	
	A. Definition & Limitations	21
	B. Designated Representatives	21
	C. Definition of "Days"	21
	D. Written Grievances	21
	E. Informal Level	21
	F. Formal Level One	21
	G. Formal Level Two	21
	H. Formal Level Three	22
	I. Formal Level Four	22
	J. Arbitrator Expenses	23
	K. Time Limits	23
	L. Approval of Employee	23
	M. Consideration of Grievances	23
	N. Extension of Time Limits	23
	O. Expiration of Agreement	23
	P. Adjustment	23
Article 18	Miscellaneous	
	A. Zipper Clause	23
	B. Entire Agreement	24
	C. Contrary to Law	24
Article 19	Duration of Agreement	24
	Letter of Agreement—Annuity Plans	25
	Letter of Agreement—Classification Clarification	26
	Letter of Agreement—Personal Business Days Used for Inclement Weather	27
Appendix A	Wage Schedules	28

**Article 1
Agreement**

This Agreement is made and entered into this 24th day of November, 2008 by and between the Board of Education of the Central Montcalm Public School District, hereinafter called the "Board", and the Central Montcalm Educational Support Personnel Association—MEA/NEA, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association".

**Article 2
Recognition**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act (PERA), for all Custodial/Security Personnel, and Maintenance Employees, Bus Drivers, Bus Mechanics, Bus Mechanic Helpers, Food Service Employees, Grounds Personnel, Paraprofessionals, and Media Center Clerks excluding Supervisors, Supervisor of Custodial and Maintenance, Transportation Supervisor, Food Service Director, Van Drivers, Technology Personnel, Substitutes and all other employees, as established by the Michigan Employment Relations Commission Certification Case No. R85 E-143 and Certification Case No. R00 D-52.
- B. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and any references to female employees shall include male employees.

**Article 3
Board Rights**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
 - B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the Board
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel; determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and establish, modify or change any work or business or school hours or days.
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees; determine the size of the work force and lay off employees, but not conflict with the provisions of this Agreement.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and determine all methods and means of distributing, disseminating, and/or selling its
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services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulation.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

Article 4 Association Rights

- A. Special conferences for important matters may be arranged between the Association and the designated representative of the Board upon the request of either the Association or the Board. These conferences are not to be considered as negotiation sessions.
- B. The Board agrees to provide the Association access to a bulletin board or a portion thereof in the Elementary receiving rooms, High School/Middle School custodial lounge, Middle School Kitchen and Bus Garage for the purpose of posting Association materials.
- C. The Association and its members may use available school building facilities for meetings at reasonable hours when those facilities are not otherwise in use for school purposes. The Association and its members shall be provided reasonable access to and use of the e-mail system and available telephone, facsimile, duplication, audio visual, computer, printer and scanner equipment for conducting business of the Association when such is not otherwise in use for school purposes and at times that do not interfere with the duties and responsibilities of employees. It is strictly prohibited to use any district owned or leased equipment for political purposes, including, but not limited to, campaigning and lobbying. The personal offices of administrators and equipment in the personal offices of administrators are excluded from the facilities and equipment available for Association use. Use of District computers and the District e-mail system by the Association is subject, in all respects, to the acceptable use policy of the District. The District may require the Association to reimburse it for any fees, charges or costs assessed to the District related to the Association's use of the District's equipment and/or e-mail system.
- D. The Board agrees to furnish to the Association, in response to written requests, available information that is relevant and necessary to the performance of its obligations for representation of the bargaining unit in grievances and collective bargaining as required by law. The District may require the Association to pay the costs for providing such information

according to the calculation of costs to provide information to a requesting party under the Michigan Freedom of Information Act.

- E. Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations. The representative(s) shall first report their presence in the building to the building principal's office.

Article 5 Employee Rights

- A. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, or his/her institution of any grievance, complaint or proceeding.
- B. An employee shall have the right, upon written request, to review the contents of his/her personnel file, with the exceptions of those documents and materials excluded by law. At the employee's request a representative of the Association may accompany the employee in such a review. The Board may have a representative present at the review. The review shall be made at a reasonable time and shall be outside of the employee's regular working hours unless expressly authorized by the employee's immediate supervisor. Requests for photocopies will be granted within a reasonable time and a reasonable charge for such may be made.
- C. An employee, upon his/her request, shall have the right to have an Association Representative present at any scheduled meeting with an administrator or supervisor when there exists a reasonable likelihood that the meeting will result in the imposition of discipline against the employee. At the employee's request, final disciplinary action will not be taken against that employee without such representation. The employee shall have three (3) days to secure such representation. The Board may suspend an employee with pay pending this final disciplinary action.
- D.
 - 1. For each employee, except a bus driver, a daily work break shall normally be granted on a prorated basis of thirty (30) minutes for each eight (8) hours worked.
 - 2. Each employee, except a bus driver, shall normally receive an uninterrupted, unpaid, duty-free lunch period of thirty (30) minutes.
 - 3. The specific time for the daily break and the lunch period shall be arranged by the employee's immediate supervisor.
 - 4. An employee shall be entitled to leave his/her workstation and building during his/her lunch period.
- E. A new employee shall serve a probationary period of one hundred twenty (120) workdays. The probationary period may be extended an additional thirty (30) workdays at the discretion of the Superintendent or his/her designee. Missed workdays shall not count towards the satisfaction of the probationary period.
- F. Any case of serious physical assault upon an employee while performing duties assigned by the Board shall be promptly reported in writing to the Board or its designated representative. The Board will render all reasonable assistance to the employee in connection with the handling of said incident.

- G. Complaints made by a parent, student or other person about the conduct or performance of an employee that may form the basis for discipline or adverse evaluation or be documented in the employee's personnel file shall be called to the employee's attention prior to administering any disciplinary measure or adverse evaluation based thereon or the documentation of the complaint in the employee's personnel file.
- H. The Board will reimburse the employee for loss, damage or destruction of personal property that was used on school premises when the loss, damage or destruction is not the result of the employee's negligence or normal wear and tear provided said property is needed or used in the normal work of the employee, is used at the request of the employee's supervisor, and is registered with the immediate supervisor in written form. The reimbursement shall not exceed one hundred dollars (\$100.00). Any personal tools furnished by the bus mechanic or mechanic helper as per the above, shall be insured by the Board under a normal all risk policy form as per the rules of the insurance underwriter. In the event of a claim, the employee shall render all reasonable assistance in settling the claim.
- I. After satisfactory completion of the probationary period, an employee shall not be disciplined without just cause. During the probationary period, a probationary employee shall be an at-will employee, subject to discharge at the discretion of the Employer.

Article 6
Membership Dues, Payroll Deductions and Agency Shop

- A. Upon written authorization from the employee, properly filed with the payroll clerk, the Board shall deduct membership dues and/or service fees each year for fifteen (15) consecutive pays starting with the second pay in September. The Board agrees to promptly and monthly remit to the local Association Treasurer all monies so deducted.
- B. Upon written authorization from an employee, the Board shall deduct from his/her paycheck and make appropriate remittance for Montcalm Public Employees Credit Union, United Way of Montcalm County, MEA Financial Services Tax Deferred Annuities, and any other purpose mutually agreed upon between the Board and the Association. Payroll deductions for tax sheltered annuities shall be made for those plans jointly approved by the Board and the Association for participation by bargaining unit members.
- C. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- D. Each bargaining unit member within thirty (30) days from the date of commencement of employment or of the effective date of this Agreement, whichever is later, shall either join the Association or pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the Central Montcalm Educational Support Personnel Association (less any amounts not permitted by law) provided, however, that the employee may authorize payroll deduction for such fee in the same manner as above provided. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.
- E. The procedure in all cases of non-payment of the service fee shall be as follows:
 - 1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall

provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

2. If the bargaining unit member fails to remit the service fee or authorize deduction for it, the Association may request the Board to make such deduction pursuant to D. above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of it.
- F. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures-Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- G. Due to certain requirements established in recent Court decisions, the Association 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 service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- H. The Association will annually certify to the Board, at least fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said dues and service fees to be deducted by the Board. Said service fees shall only include those amounts permitted by this Agreement and by law.
- I. The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures, including, but not limited to, any orders restricting or affecting collection of service fees.
- J. The Association shall indemnify and save the Board (also including individual trustees and administrators) harmless against and from any and all claims, demands, suits, or other forms of liability (including, but not limited to, back pay and all court or administrative agency costs) that may arise out of or by reason of action taken by the Board for the purpose of complying with the provision(s) of this Article. This indemnity shall also include payment of attorney fees, when ordered by a Court or administrative tribunal, to a prevailing plaintiff, provided that the Board and its agents have cooperated fully with the Association and its legal counsel and have complied with all provisions of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel acceptable to the Board for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article, provided that no such settlement shall financially obligate the Board's resources without the affirmative consent of the Board.

Article 7
Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit which has been permanently vacated and which the Board intends to fill.
- B. Any vacancies shall be posted via e-mail with an attached job description to all district staff members for no less than five (5) working days prior to permanent filling of the vacancy. It is the association's responsibility to contact any members that do not have e-mail and/or computer access. Interested employees may apply in writing (not e-mail) to the Superintendent or his/her designee within the five (5) working day posting period.
- C. A vacancy shall be filled by the most qualified applicant. However, the most senior employee within the classification who makes an application shall be awarded the vacancy if he/she has qualifications equal to or superior to all other applicants. Classifications are as listed per Article 8, Section A.
- D.
 1. In the event of a transfer to a different classification, the employee shall be given a forty-five (45) workday trial period in which to show his/her ability to perform on the new job. This trial period shall be thirty (30) workdays if the transfer is to a position in the same classification. The Board shall give the employee reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to the previous assignment subject to the provisions of Article 9. The employee shall not be permitted to apply for a vacancy in the same or higher classification of work in which he/she was unable to demonstrate ability for a period of one (1) year. The decision of the Board is not subject to appeal.
 2. During the trial period above, the Employer shall have the right to fill the job previously held by the transferred employee with a substitute and shall not be required to post that position until the expiration of the trial period.
- E. An employee with a split assignment shall be paid according to the appropriate wage scale for each assignment.
- F. If an employee is on leave for longer than one (1) year, his/her position shall be posted at the end of the one (1) year as a vacancy.

Article 8
Seniority

- A. Seniority shall be defined as the length of continuous service to the District and shall accrue only within a classification. The classifications shall be as follows: 1) cook's helper, assistant cook; 2) head cook; 3) bus driver, bus mechanic helper; 4) mechanic; 5) custodian, security, grounds helper; 6) head custodian; 7) head grounds, 8) plant maintenance; 9) paraprofessional; and 10) media center clerk. Accumulation of seniority shall begin from the employee's first working day as a regular employee. In the event that more than one (1) employee has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of each person's social security number. The person with the highest number shall be placed highest on the seniority list. Seniority shall not accrue while the employee is on an unpaid leave of absence or a layoff.
- B. A probationary employee shall have no seniority until the completion of the probationary period at which time his/her seniority shall revert to his/her first day of work.

- C. By every November 1, the Board shall prepare a seniority list. Four (4) copies of this list will be submitted to the Association President. Any errors in the list must be indicated in writing to the Superintendent or his/her designee within thirty (30) days of presentation to the Association President. If no errors are presented, the list shall be deemed to be accurate.
- D. The Association agrees to hold the Board harmless from any and all liability which may arise as a result of changing the definition of seniority in the District and/or the institution of a lottery system to establish an employee's placement on the seniority list.
- E. An employee will lose his/her seniority for the following reasons:
 - 1. the employee resigns, retires, or is terminated;
 - 2. the employee does not return to work following a leave of absence as approved by the Board;
 - 3. the employee does not return to work when recalled from layoff; or
 - 4. the employee is laid off for two (2) years or the length of his/her accumulated seniority, whichever is less.

Any action on the above is not subject to the grievance procedure.
- F. Seniority shall not accrue to individuals working as casual, temporary or substitute employees.
- G. An employee who transfers to a position that is not in this bargaining unit will have his/her seniority frozen until he/she returns to a bargaining unit position.

Article 9
Reduction in Personnel, Layoff and Recall

- A. Layoff shall be defined as a reduction in the work force within a classification as determined by the Board of Education. Classifications are as listed in Article 8, Section A.
- B. No employee shall be laid off unless the employee shall have been notified of the layoff at least fourteen (14) calendar days prior to the effective date of the layoff.
- C. In the event of a reduction in the work force within a classification, the Employer shall first layoff probationary employees within the classification and then the least senior employees within the classification.
- D. The Board will pay the currently existing insurance benefit premiums through the end of the month in which the employee was laid off subject to the conditions of the insurance carrier. An employee may continue insurance coverage at the employee's expense under the provisions as stipulated in the Consolidated Omnibus Budget Reconciliation Act of 1986, PL 99-272 (COBRA).
- E. The Board shall recall the most senior employee on layoff status within the classification where a vacancy exists. Recall of a laid off employee with seniority in a classification shall be to the position available after current employees with seniority in that classification have first had an opportunity to apply for the vacancy. Upon the completion of this process, the remaining vacancy will be filled through recall of a laid off employee with seniority in that classification as described above and will not be posted.
- F. 1. If there are no laid off employees with seniority in the classification where a vacancy

exists, the Board shall then recall the most senior employee who meets the minimum qualifications.

2. Vacancies within the classifications of head cook, head custodian, mechanic and plant maintenance shall be exempt from the above provision.
 3. The employee recalled to a new classification shall be given a forty-five (45) workday trial period in which to show his/her ability to perform on the job. The Board shall give the recalled employee reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at any time prior to the end of the trial period, he/she shall be returned to layoff status as if he/she had not been at work during the trial period. For a period of one (1) year, the employee shall not be permitted to apply for a vacancy or be recalled in the same or higher classification of work in which he/she was unable to demonstrate ability. The decision of the Board is not subject to appeal.
- G. In lieu of layoff, an employee may exercise his/her seniority rights and bump the least senior employee in the classification in which he/she has previously accumulated seniority.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days from the date of mailing to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the seven (7) day period. An employee recalled to full-time work for which he/she is qualified is obligated to take said work. An employee who fails to report for work or declines recall to full-time work for which he/she is qualified shall be considered as having resigned. An employee may decline a recall to a position that is less than half time. However, should an employee fail to report to work or should he/she decline a second recall of less than half time, the employee shall be considered as having resigned.
- I. An employee shall lose his/her recall rights after a period of two (2) years or the length of his/her accumulated seniority, whichever is less.
- J. The Board reserves the right to place any new employee, or any transferring employee, on any salary step. In so doing, the Board will consider such areas as the following: service to the District, employee evaluation and other relevant factors.

Article 10 Leaves of Absence

- A. 1. Sick leave may be used for the illness, injury or disability of an employee that necessitates the employee's absence from work.
2. An employee shall earn sick leave at the rate of one (1) day per month worked which shall be credited monthly to the sick leave account of the employee if the employee has worked and/or was on a paid leave at least seventy-five percent (75%) of the scheduled workdays in the previous month. For school-year employees, the previous month shall be September through April. A school-year employee will be credited with two (2) sick leave days on the first day of the school year and, thereafter, one (1) sick leave day on the first working day of the months from October through May. The maximum annual accumulation shall be ten (10) days for a school-year employee and twelve (12) days for a full-year employee. Unused sick leave shall be accumulated to a maximum of one hundred forty-five (145) days.

3. A part-time employee who has accumulated sick leave while in a part-time position will have any sick leave earned at the part-time rate converted to the full-time rate at such time as he/she assumes a full-time assignment. A full-time employee who assumes a part-time assignment will have his/her sick leave adjusted accordingly. A part-time employee who assumes another part-time position that has two (2) hours per day more or two (2) hours per day less than his/her previous position will have his/her sick leave adjusted accordingly. e.g: A part-time employee who works four (4) hours a day may have eight (8) days or thirty-two (32) hours of accumulated sick leave. If the employee is transferred to a full-time position of eight (8) hours per day, the sick leave will be converted to four (4) days.
 4. A maximum of five (5) days per year (July 1 to June 30) may be used as follows:
 - a. for the purpose of providing adult care to a member of the employee's immediate family who resides in his/her household where such care is required because of the sickness or injury of such person, or
 - b. for the purpose of providing adult care or attention to a member of the employee's immediate family who does not reside in his/her household in the case where such person is hospitalized or bed-ridden in a life threatening situation by serious illness or serious injury, or
 - c. in the case of the death of a member of the employee's immediate family
 5. An employee may use up to three (3) additional sick leave days per contractual year to attend the funeral of a member of the employee's immediate family, an aunt, uncle, brother-in-law or sister-in-law.
 6. For the purpose of 4. and 5. above, "immediate family" means a brother, sister, spouse, child, stepchild, parent, parent-in-law, grandparent, grandchild, stepbrother, stepsister, stepchild or stepparent.
 7. Exceptions to the limitations in 4., 5. or 6. above may be made by the Superintendent.
 8. Sick leave days may be used in units of one-quarter (1/4) hours.
 9. Upon completion of sixty (60) workdays, a probationary employee shall begin to earn and accrue sick leave that can be used according to the applicable contractual criteria.
 10. The Employer has the right to require a physician's written statement as to the nature of the illness and/or the employee's physical or mental condition and ability to perform his/her required duties.
 11. The misuse or abuse of the sick leave privileges defined herein may result in disciplinary action.
 12. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Law at his/her option will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and his/her regular weekly straight-time earnings. Such difference will be deducted from the employee's accumulated sick leave credit on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation and shall be placed on an unpaid leave under E. below.
- B. An employee who is called for jury duty shall be granted a leave of absence to serve as required. The employee shall be compensated the difference between his/her regular salary

and his/her juror's pay upon presentation of documentation by the employee to the Board of Education.

- C. A maximum of three (3) days per year (July 1 to June 30) of approved personal business, chargeable to accumulated sick leave, may be granted by the employee's immediate supervisor. Requests for personal business leave must be submitted in writing at least forty-eight (48) hours in advance except in cases of emergency. A personal leave day shall be allowed to attend the funeral of a relative or friend.
- D. The Board shall provide forty (40) hours of leave time during which an officer or representative of the Association shall be released from regular duties without loss of salary for scheduled MEA meetings or training programs on an annual basis. Requests for the use of these Association leave hours must be made in writing to the Superintendent or his/her designee at least one (1) week prior to the requested date. Only one (1) officer or representative from the same classification, as defined in Article 8, may utilize this leave on the same day unless authorized by the Superintendent or his/her designee.
- E. Unpaid Leaves
 - 1. A leave of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the Board upon written request from an employee without loss of seniority or without accumulation of seniority. A request for renewal of such leave may be granted at the discretion of the Board.
 - 2. A written request for leave shall minimally include the reason for the leave, along with the requested beginning and ending date of the leave. The request for leave must be submitted to the Superintendent or his/her designee at least forty-five (45) days prior to the requested beginning date, except in cases of emergency.
 - 3. a. Upon return from an approved leave, within one (1) year from its effective date, an employee shall be reinstated to the position within the classification held prior to the leave, if available. The position from which an employee takes an approved leave does not constitute a vacancy to be posted until after the employee has been on an approved leave for more than one (1) year from the original effective date of the approved leave. If the employee is unable to return within one (1) year from the beginning of the leave, his/her position shall be posted in accordance with Article 7.
b. If the employee does not return to the position from which the approved leave was taken within one (1) year from its effective date, and the employee is granted a renewal of the leave, the employee shall be reinstated to the next available vacancy within the classification in which the employee worked prior to taking the leave, provided he/she is able to resume his/her duties within two (2) years of the effective date of the original leave. Should an employee not be able to return to a position within these two (2) years, his/her employment with the District shall be terminated. If a former employee is rehired into a vacancy after termination of his/her employment with the District pursuant to this provision, the rehired employee shall not be required to serve another probationary period.
c. At least forty-five (45) days prior to the date a leave is scheduled to expire, an employee shall supply the Board with written notice of intent to return to work. An employee may submit a written request to terminate an approved leave early and the Board may reinstate the employee prior to the approved termination date of the leave.
 - 4. During the first year following the birth of a child, an unpaid leave of absence of up to one (1) year shall be granted to a non-probationary employee for the purpose of child-care. A written request for such leave shall be submitted to the Superintendent or his/her

designee at least ninety (90) days prior to the requested date of leave commencement. Early termination of such leave shall be governed in accordance with 3. above. Such leave shall terminate no later than the child's first birthday.

5. Unless otherwise indicated, the following conditions shall apply to an unpaid leave of absence:
 - a. Salary increments shall not accrue.
 - b. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
 - c. Vacation days shall not accrue.
 - d. Insurance premiums shall not be paid except if the employee is eligible under the Family and Medical Leave Act.
 - e. Seniority shall not accrue nor shall seniority be lost.
 - f. If, upon the scheduled termination of a leave, an employee does not return to work and/or no extension is granted, disciplinary action may be taken.
 - g. The employer has the right to require a physician's written statement as to the nature of the illness and/or the employee's physical or mental condition and ability to perform his/her required duties.
- F. 1. A leave of absence of up to twelve (12) weeks during the last rolling twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - a. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
 - b. To care for the employee's spouse, child or parent who has a serious health condition.
 - c. Because of an employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
2. a. To be eligible for a FMLA leave, an employee must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous twelve (12) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of the FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
 - b. Supplementary insurance coverages may be continued by the employee who prepays the premium cost to the business office of the District which will then make timely payment of the premium to the insurance company, provided the employee has made a timely submission of the amount of the premium payment.
3. Paid leave available to the employee under the terms of this Agreement and used by the employee for the same purposes as the FMLA leave available will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the

provisions of Section 102(b) of the FMLA.

4. The limitations found under Section 108 of the FMLA pertaining to special rules concerning employees of local educational agencies shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Article 11 Holidays

- A. 1. All twelve (12) month per year employees shall have the following days off with pay at their regular rate of pay:
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas Day
 - Christmas Day
 - Day before New Year's Day
 - New Year's Day
 - Good Friday (if this conflicts with a day of student instruction, the day will be scheduled during Spring Break)
 - Memorial Day
2. All school year employees shall have the following days off with pay at their regular rate of pay:
 - Thanksgiving Day
 - Day after Thanksgiving (starting with the 2007-08 fiscal year)
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
 - New Year's Day
 - Memorial Day
- B. The following conditions shall be met in order to obtain a holiday with pay:
 1. A probationary employee is not eligible for holiday pay until after working sixty (60) workdays of the probationary period.
 2. The employee must have worked his/her scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless the holiday fell during the employee's scheduled vacation period, or unless school was cancelled or delayed and the employee was not required to report to work. Appropriate verification may be required if an employee requests the use of sick leave or approved leave on the day before or day after a holiday.
 3. An employee shall not be eligible for holiday pay while on an unpaid leave of absence or on layoff.
 4. If an employee is on vacation on any of the above named holidays, the day shall be counted as a holiday and not as a vacation day.
- C. Should the holiday fall on a Saturday, then Friday will replace that day, if the holiday falls on a

Sunday, then Monday will replace that day unless that day conflicts with a day of student instruction.

**Article 12
Vacations**

- A. A twelve (12) month employee will accrue vacation days at his/her regular rate of pay according to the following schedule. A school-year employee shall not receive vacation days.

Number of years completed as an employee of Central Montcalm Public School District	Number of vacation days
1-9 years	10 days
10-17 years	15 days
18 or more years	20 days

- B. The following conditions shall be met in order to obtain vacation pay:
1. An employee who is hired during the school year shall qualify for a partial vacation on July 1 following his/her initial date of hire, the length of which shall be pro-rated to that part of the school year which he/she worked.
 2. To qualify for a full vacation, the employee must work or be paid for all of his/her scheduled workdays. Scheduled workdays which an employee does not work or for which he/she is not paid will be figured in pro-rating his/her available vacation on July 1 at the end of the work year.
 3. Earned vacation days will be credited to the employee on July 1. The employee shall utilize the vacation days within the next thirteen and one-half (13½) months.
 4. Vacations will normally be scheduled during the summer break. Requests for vacation during the normal school year will be considered. The Administration retains the right to limit the number of employees on vacation on any given date.
 5. Vacation days shall not accumulate. Vacation days shall not be waived in lieu of extra pay.
 6. An employee who terminates his/her employment and gives at least two (2) weeks advance written notice shall be paid for any unused vacation allowance.
 7. An employee who is absent because of illness or injury for two (2) weeks or more and exhausts accumulated sick leave benefits during such absence may use any vacation time for which he/she has previously qualified but has not used.
 8. Appropriate verification may be required if an employee requests the use of sick leave or approved leave on the day before or day after a vacation.
 9. Employees who are laid off or on an unpaid leave of absence shall have accrued vacation days frozen, except that accrued vacation pay will be granted upon written request. However, in all cases, the conditions of 3. above shall apply.
 10. A probationary employee shall not accrue vacation days until after working the first sixty (60) workdays of the probationary period.
 11. Requests for vacation must be submitted in writing at least three (3) workdays in advance

except in case of emergency in which case the request must be submitted as soon as possible. Use of vacation day(s) for absence on a snow day is considered an emergency.

Article 13
Assignments, Hours and Conditions

- A. If school is not canceled at least fifteen (15) minutes prior to the scheduled start of a cook's, paraprofessional's, media center clerk, or bus driver's work day, and the employee reports for work, he/she shall be paid a minimum of one (1) hour's pay and may be required to work during that hour. Plant maintenance, bus mechanic, custodians/security, and grounds employees will report for work and work their regularly scheduled shift.
- B. Overtime shall be paid at a rate of one and one-half (1½) times the employee's regular rate for all time actually worked in excess of forty (40) hours per week. For an employee paid at different wage rates, weighted average will be used to calculate overtime. One and one-half (1½) times the employee's regular rate will be paid for working on a Sunday, or the holidays set forth in Article 11, Section A.
 - 1. a. The Board shall provide equal opportunity to those qualified in each department, by building, for overtime work.
 - b. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.
 - 2. a. The Board shall provide equal opportunity to each qualified employee whose hours are less than forty (40) hours per week in each department, by building, for extra work.
- C. All employees in the classifications of Head Cook, Cook's Helper and Assistant Cook shall receive one hundred twenty dollars (\$120.00) per year for a uniform allowance. All full-time employees in the classifications of Head Custodian, Custodial/Security, Grounds, Plant Maintenance, Bus Mechanic and Bus Mechanic Helper shall receive one hundred fifty-five dollars (\$155.00) per year for a uniform allowance. Part-time custodians will receive ninety five dollars (\$95.00) per year for a uniform allowance.
- D. All employees shall be paid their regular hourly rate to attend meetings called by the Administration. Except that school bus drivers who successfully complete the required instruction for certification shall be paid at the Federal minimum wage rate for the hours of instruction.
- E. The Board shall pay for the cost of required physical examinations and other required tests or examinations that are obtained through a District appointed physician, psychiatrist, psychologist or healthcare provider.
- F. Bus Drivers
 - 1. A full-time driver shall be defined as one who drives four (4) runs per day.
 - 2. Each full-time and part-time driver will be furnished with a jacket once every three (3) years. This provision excludes substitute drivers or other casual driving positions. The most recently furnished jacket must be returned before a replacement is issued and, upon termination of employment, must be turned in before the final paycheck is received.
 - 3. Shuttle runs shall be paid at the driver's regular rate.

- a. Shuttle runs -- When it is necessary to transport at least twenty (20) persons to the same destination and at the same scheduled time, the trip will be posted for assignment through the seniority rotation.
4. A regular route is defined as one (1) or more runs taking students to and from school at the beginning or end of the school day.
- a. Regular routes and assignment of busses to such routes shall be developed each year by the Transportation Supervisor.
 - b. Route layouts will be made available at least one (1) week prior to the first student day for drivers to review. Route layouts will include the approximate time for the route, number of students, and planned stops. Routes may be adjusted as needed.
 - c. Routes will be selected on a seniority basis at least one (1) week prior to the first student day of the school year. If a driver is unable to attend the selection meeting, he/she shall give written authorization to the Transportation Supervisor to bid on routes on behalf of the absent driver. The Transportation Supervisor shall not be held responsible for the choices(s) made by the absent driver. In the absence of such written authorization, the driver shall go to the bottom of the seniority list for purposes of route selection.
 - d. In the event a driver is unable to drive a regular run, the run shall be offered to the most senior driver available. In no case shall a trip be offered to a driver that would cause overtime to be paid unless the Transportation Supervisor deems it necessary.
 - e. If a driver is absent and will not return prior to the end of the school year, refer to Article 7, Vacancies, Transfers and Promotions.
4. Extra trips.
- a. The following types of extra trips (lists) will be available to drivers:
 - I. List #1 will include all extra trips that occur after regular school bus runs. A drivers run must end at least 10 minutes before the start of the extra trip to be eligible.
 - II. List #2 will include all extra trips that occur during the school day. Drivers will not be assigned extra trips that interfere with morning or afternoon runs.
 - III. List #3 will include scheduled overnight trips and trips which are eight (8) hours or longer. All regular drivers will be allowed to sign up for these trips. The driver will not be eligible for any portion of their a.m. or p.m. runs for early trips that leave before noon.
 - IV. List #4 will include all Saturday, Sunday, non-scheduled school days or Holiday trips. These trips will be posted by the earliest departure times. Priority will be given to regular drivers. Subs will only be used if no regular drivers are available and/or if regular drivers have declined the trip.
5. When an overnight trip is scheduled, the Board will be using the following pay schedule:
- a. Actual driving time – trip rate
 - b. Actual event time – trip rate
 - c. Team meal transportation – trip rate
 - d. Down-time and sleep time -- \$7.40 per hour

The hotel costs, if approved, will be paid by the Board. Hotel arrangements will be made by the Transportation Supervisor.

6. The Transportation Supervisor shall post the available extra trips on the bulletin board in the staff area. If an extra trip is cancelled without at least fifteen (15) minutes notification, and the employee reports for work, he/she shall be paid one (1) hour's pay and may be required to work during that hour.

7. Time Determination

- a. The length of time for each run will be determined and set by the Transportation Supervisor. The time set for each run will remain in effect for the school year unless in the judgment of the Transportation Supervisor a change in the time of a run occurs in which case the time shall be adjusted.
- b. Twenty (20) minutes per day shall be added to each driver's total combined regular run time for cleaning, fueling, washing, discipline conferences, pre-trip inspections, and breakdown-stuck time.
- c. At such time as the District implements a time-clock system for bus drivers, bus drivers will be paid for actual hours worked at their appropriate hourly wage rate.

- G. School-year employees shall work their full assignments as scheduled by the Board.

- H. No person shall be permitted to operate a District vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for Standard Automobile Insurance or if that person fails to meet the insurance company's requirement.

- I. The Board shall reimburse an employee the differential between the renewal fee for an operator's license and the renewal fee for a CDL (-BPS), if the license is required as a condition of employment.

In the event the driver separates employment prior to the time the renewal period has expired, the differential will be repaid to the Board on a prorated basis depending upon the number of months remaining on the license. Such differential will be payroll deducted from the employee's final paycheck as a condition of this contract pursuant to the authority set forth in MCLA 408.477.

- J. Paraprofessionals may be included in professional development days for such federally mandated programs as will clearly require the paraprofessionals knowledgeable participation in required testing, required benchmarking or curriculum delivery when it is clear that the professional development is designed and scheduled to address these matters. The appropriateness and alignment of the professional development content in meeting the requirements of the paraprofessional's work responsibilities will be at the discretion of the Principal who may confer with the Title Director and/or Superintendent.

Required professional development days will be posted on the school calendar at the beginning of the school year when possible. Every effort will be made to provide two weeks advanced notice to paraprofessionals who will be required to attend and participate.

- K. Each paraprofessional will be furnished with a jacket once every three (3) years. Media Center Clerks whose normal job assignment includes outdoor recess supervision will be furnished with a jacket once every three (3) years. The most recently furnished jacket must be returned before a replacement is issued and, upon termination of employment, must be turned in before the final paycheck is received.

- L. All support staff employees are expected to attain and maintain the qualifications, requirements and standards necessary for their positions. Such includes any and all license certification and qualification requirements as determined by State and Federal government as well as any qualifications determined by the district.

In the event the district wishes to have an employee attend a particular class, seminar, in-service or practicum that exceeds the aforementioned requirements, the district will provide for the required expenses. Such expenses will not include optional costs for SB-CEU acquisition or tuition for college/university credit.

Attendance and participation in any and all such offerings and events in which the district is expected to assume responsibility for costs must be pre-approved by the district administration.

Article 14 Compensation

- A. The wage rates for the various classifications are set forth in Appendix A of this Agreement.
- B. An employee who qualifies for retirement and retires under the Michigan Public School Employees Retirement System (MPERS) or Social Security and who has worked for the Central Montcalm Public School District for at least twenty (20) years shall upon retirement be paid twenty dollars (\$20.00) for each of his/her accumulated sick leave days.
- C. Extra school bus trips shall be paid as follows:

2008 – 2011	\$10.07 per hour with a minimum of \$14.50 per trip
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- D. If an employee is authorized to use his/her own vehicle for school business by his/her supervisor, he/she shall be reimbursed at the IRS rate that is in effect on the date the mileage is incurred. An employee must submit the appropriate forms in order to be reimbursed.
- E. Whenever an Assistant Cook or Cook's Helper substitutes for the Head Cook, a Custodian substitutes for a Head Custodian, or a Mechanic Helper substitutes for the Mechanic for more than ten (10) consecutive days, he/she shall be paid at the first step, respectively, of the Head Cook's, Head Custodian's or Mechanic's rate of pay beginning with the eleventh (11th) consecutive day.
- F. The High School/Middle School Head Custodian will receive an additional fifty cents (50¢) per hour.

Article 15 Fringe Benefits

- A. In order to qualify for benefits there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages unless otherwise specified.
 - 1. Upon submission of a proper written application form to the Central Montcalm Board of Education Office, the Board shall pay the premiums for the insurance benefits described in this Article for those employees who meet the qualifications stated in this Agreement.

2. An employee newly hired by the Board shall be eligible for Board-paid insurance premiums, upon acceptance of written application by the insurance carriers, on the first day of the month following the employee's first day of reporting for work.
3. Changes in family status shall be reported by the employee to the Board of Education Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this Section. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
4. The Board agrees to pay the premium(s) for the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
5. To be eligible for the above coverage (or increase in coverage), an employee must be able to perform "at work requirements" of the insurance carrier before benefits are effective.
6. An employee shall have benefits terminated on the first day of the month following termination of employment except if the employee is eligible under the Family and Medical Leave Act.
7. An employee for whom the Board makes monthly term-life insurance premium payments has a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment in order to effectuate this change.
8. Upon termination of employment, reduction in work hours, death, divorce, legal separation from spouse, eligibility for Medicare, or termination of "dependent child" status, an employee, and/or spouse and child(ren) may be eligible for temporary health insurance "continuation coverage" under Federal Law (PL99-272 Title X-COBRA). The employee, spouse or child(ren) has sixty (60) days from the date of a qualifying occurrence, to notify the Board of his/her desire to continue coverage. Continuation coverage will be at the employee's expense under the provisions as stipulated in PL99-272 (COBRA-1986).
9. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy and rules and regulations of the carrier. The Board shall not be obligated to pay additional, excess or superfluous amounts toward premiums when equal coverage can be effected by the payment of a single premium.

The Board, by payment of the premiums required for insurance protection, shall be relieved of all liability with respect to the benefits and coverage provided. Disputes between an employee and the insurance company are not subject to the grievance procedure established in this Agreement.

10. An employee not eligible for Board paid health insurance may purchase it through the Board at the group rate to the extent allowed by the insurance carrier. If allowed, the employee must provide the premium payment at least ten (10) calendar days prior to the due date of the premium.

B. Insurance Benefits

1. Each eligible employee will be enrolled in either a PAK A or a PAK B dependent upon the specific need of the employee. In the event an employee is covered by his/her spouse's health insurance plan, he/she will be enrolled in a PAK B.

2. For a full-time, 52-week employee, the available plans are:

PAK A

MESSA Choices II (2P) with a \$5/\$10 prescription co-payment, \$100/\$200 deductible
VSP 2 Vision Plan
Delta Dental 80/80/80/80 with \$1,200 annual maximum for Class I, II, and III; \$1,800
lifetime maximum for Class IV
\$10,000 MESSA term life insurance with AD & D

PAK B

VSP-2 Vision Plan
Delta Dental 80/80/80/80 with \$1,200 annual maximum for Class I, II, and III; \$1,800
lifetime maximum for Class IV
\$10,000 MESSA term life insurance with AD & D
\$45 cash option in lieu of health insurance

3. a. For an eligible school-year employee, the available plans are:

PAK A

MESSA Choices II (2P) with a \$5/\$10 prescription co-payment, \$100/\$200
deductible
VSP 2 Vision Plan
Delta Dental 70/70/70/70 with \$1,200 annual maximum for Class I, II, and III;
\$1,800 lifetime maximum for Class IV
\$10,000 MESSA term life insurance with AD & D

PAK B

VSP-2 Vision Plan
Delta Dental 70/70/70/70 with \$1,200 annual maximum for Class I, II, and III;
\$1,800 lifetime maximum for Class IV
\$10,000 MESSA term life insurance with AD & D
\$33.75 cash option in lieu of health insurance

- b. A school-year employee is eligible for enrollment in one of the plans in a. above if he/she drives a bus for at least twenty-five (25) hours a week, is a food service employee scheduled for at least twenty-five (25) hours a week or is a paraprofessional scheduled for at least thirty (30) hours of work per week.

4. Annually the Board will create and maintain a \$10,000 pool to be used to reimburse eligible employees for the \$100/\$200 deductible under the MESSA Choices II (2P) insurance plan. Employees are required to submit appropriate documentation prior to June 30 each year. Any balance of this pool reverts back to the Board at year end. In the event that it is determined that the pool falls short of covering the deductible for eligible employees, the pool will be increased only to the extent needed to cover those affected employees.

5. a. For a full-time, 52-week employee the Board will provide one hundred percent (100%) of the premium for either PAK A or PAK B.
- b. For a 52-week employee, scheduled to work less than forty (40) but more than twenty-five (25) hours per week, the Board will provide the pro-rata portion of the PAK A premium or one hundred percent (100%) of the PAK B premium.
- c. For an eligible school-year employee, the following will apply for PAK A premium payments:
 - 1) For a single subscriber, the Board will provide eighty-two percent (82%) of the premium payment.
 - 2) For a two person subscriber, the Board will provide seventy percent (70%) of the premium payment.
 - 3) For a three or more person subscriber, the Board will provide sixty-five percent (65%) of the premium payment.
- d. For an eligible school-year employee, the Board will provide one hundred percent (100%) of the premium payment for PAK B.
6. For an employee enrolled in a PAK A that is required to pay a portion of his/her insurance premium, the amount required from the employee will be payroll deducted over the school-year pay periods and put into a Section 125 Plan, at the employee's option, which can be used for medical insurance premium payments.
7. The Board shall adopt and administer a cafeteria plan document pursuant to Section 125 of the Internal Revenue Code.
8. An eligible employee may elect to waive, in writing, the health insurance coverage and receive the indicated cash option under the Section 125 plan. The amount of the cash option received may be applied by the employee to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the employee shall enter into a separate written salary reduction agreement.
9. All expenses relating to the implementation and administration of the Section 125 Plan shall be borne by the Board.

Article 16
No Strike or Interruption of Education

- A. The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not, during the term of this Agreement, authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.
- B. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

Article 17
Grievance Procedure

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

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

1. The termination of services or failure to re-employ any probationary employee.
 2. Any matter involving the content of employee evaluation.
 3. Any matter for which there is recourse under State or Federal statutes.
 4. Other limitations as referred to in this Agreement.
- B. The Association shall designate a representative to handle grievances when requested by the grievant. The Board will designate its representative at Level One, as hereinafter described, and the Superintendent or his/her designee to act at Level Two, as hereinafter described.
- C. The term "days" as used herein shall mean weekdays, Monday through Friday, exclusive of holidays, Winter Break and Spring Break.
- D. A written grievance, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite Section(s) or Subsection(s) of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

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

- E. Informal Level—An employee or the Association alleging a violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same.
- If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Formal Level One.
- F. Formal Level One—A copy of the written grievance shall be submitted to the immediate supervisor. The immediate supervisor shall within five (5) days from the receipt of the grievance render a written decision. If the decision is unsatisfactory, the grievance shall proceed to Formal Level Two within five (5) days of the supervisor's decision.
- G. Formal Level Two—A copy of the written grievance shall be filed with the Superintendent or

his/her designee with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designee shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the Association Representative, the Board's Representative at Level One, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association shall within five (5) days appeal same to the Board by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting. Individual employees shall not have the right to process a grievance to Formal Level Three.

- H. Formal Level Three—Upon proper application as specified in Level Two, the Board shall allow the employee or his/her Association Representative an opportunity to be heard at the next regularly scheduled meeting. Within thirty (30) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than thirty (30) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, to the Board's representative at Level One, and to the representative of the Association.

- I. Formal Level Four—Individual employees shall not have the right to process a grievance at Level Four.
1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, submit a written request for arbitration to the Board representative. If the parties can not mutually agree upon an arbitrator within ten (10) days of receipt of the request, then the Association may file for arbitration in accordance with the rules of the American Arbitration Association.
 2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
 3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to change any practice, policy or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - c. He/she shall have no power to decide any question that, under this Agreement, is within the responsibility of the management to decide.

- d. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - e. He/she shall not hear more than one (1) grievance at the same time except upon expressed written mutual consent.
 - f. He/she shall have no power to order monetary awards or remedies where no wage loss has been caused by the action that is the basis of the grievance.
 - g. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- J. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - K. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred except a claim involving a remedy directly benefiting the grievant regardless of his/her employment.
 - L. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
 - M. All preparation, filing, presentation or consideration of a grievance shall be held at times other than when an employee or a participating Association Representative is to be at his/her assigned duty station, except as authorized by the Superintendent or his/her designee.
 - N. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
 - O. Upon expiration of this Agreement, any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
 - P. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if such an adjustment is not inconsistent with the terms of this Agreement, provided the Association has the opportunity to be present at such adjustment.

Article 18
Miscellaneous

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

Article 19
Duration of Agreement

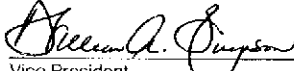
This Agreement shall be effective the 24th day of November, 2008 and continue in effect until June 30, 2011.

In witness thereof, the parties have caused this Agreement to be executed by their duly authorized representatives this 24th day of November, 2008.

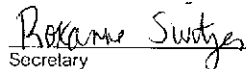
For the Board



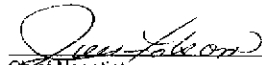
President



Vice President

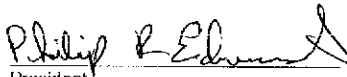


Secretary

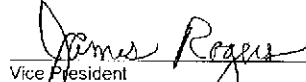


Chief Negotiator

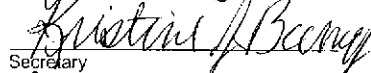
For the Association



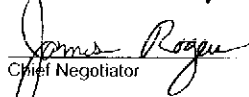
President



Vice President



Secretary



Chief Negotiator

Memorandum of Agreement

Re: Jointly Approved Tax Sheltered Annuity Plans

THIS MEMORANDUM OF UNDERSTANDING is entered into this 24th day of November, 2008, by and between the Board of Education of the Central Montcalm Public School, and the Central Montcalm Educational Support Personnel Association—MEA/NEA for the purpose of addressing Tax Sheltered Annuity 403(b) plans.

Whereas, the Board and the Association are parties to a collective bargaining agreement which provides for payroll deduction for bargaining unit members to participate in tax sheltered annuity plans jointly approved by the Board and the Association; and

Whereas, the Board and the Association have reached agreement with respect to those tax sheltered annuity plans jointly approved for participation by bargaining unit employees through payroll deduction;

Effective January 1, 2009, the Board and the Association hereby agree and stipulate to the following:

1. Revised IRS 403(b) regulations require the Board to undertake substantial plan document and compliance responsibilities for 403(b) retirement arrangements provided to district employees

The Board will offer bargaining unit employees the opportunity to participate in tax-sheltered annuity plans in accordance with the district's 403(b) plan document. Approved tax-sheltered annuity vendors for bargaining unit employee participation via payroll deduction are: Variable Annuity Life Insurance Co., Prudential Asset Management Co., and Equitable Life Assurance Society.

The selection of tax sheltered annuity plans in which bargaining unit employees may participate by payroll deduction shall be limited to those tax sheltered annuity plans jointly approved above, except for bargaining unit employees continuing their participation in the tax sheltered annuity plans in which they previously participated by payroll deduction prior to September 1, 2000.

3. Bargaining unit employees who have participated in tax sheltered annuity plans previously approved for payroll deduction, other than those jointly approved plans designated above, may continue to participate in the previously selected tax sheltered annuity plan by payroll deduction until such participation is terminated by the bargaining unit employee, terminated by the tax-sheltered annuity plan, or terminated because these companies do not meet IRS regulations.


For the District


For the Association

Date 1/31/09

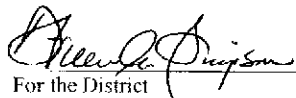
Date 12/11/08

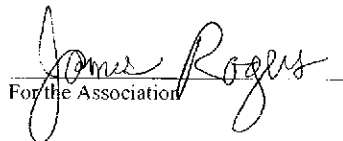
MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL MONTCALM PUBLIC SCHOOL
AND
CENTRAL MONTCALM EDUCATION SUPPORT PERSONNEL ASSOCIATION –
MEA/NEA

THIS MEMORANDUM OF UNDERSTANDING is entered into this 24th day of November, 2008, by and between the Board of Education of the Central Montcalm Public School and the Central Montcalm Education Support Personnel Association – MEA/NEA for the purpose of defining additional authorized use of personal days under specified circumstances.

1. It is agreed that, in the event that the school district is closed for more than five (5) days due to inclement weather, staff members may use a maximum of three (3) personal business days, chargeable to accumulated sick leave, provided that those personal business days are still available to them. These days may only be used for inclement weather days in excess of the initial five (5) days.

It is further agreed that this provision is available to staff members for the duration of the CMESPA contract.


For the District


For the Association

1/31/09
Date

12/11/08
Date

Appendix A
Salary Schedule

	<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
HEAD CUSTODIAN OR HEAD GROUNDS	P1	\$15.50	\$15.81	\$16.13
	P2	\$15.66	\$15.97	\$16.29
	1	\$15.81	\$16.13	\$16.45
	2	\$16.47	\$16.80	\$17.14
	3	\$17.11	\$17.45	\$17.80
	4	\$17.74	\$18.09	\$18.46
CUSTODIAL - SECURITY	P1	\$10.88	\$11.10	\$11.32
	P2	\$11.05	\$11.27	\$11.50
	1	\$11.21	\$11.43	\$11.66
	2	\$11.80	\$12.04	\$12.28
	3	\$12.39	\$12.64	\$12.89
	4	\$12.95	\$13.21	\$13.47
	5	\$13.57	\$13.84	\$14.12
	6	\$14.17	\$14.45	\$14.74
	7	\$14.75	\$15.05	\$15.35
8	\$15.30	\$15.61	\$15.92	
GROUNDS HELPER	P1	\$10.88	\$11.10	\$11.32
	P2	\$11.05	\$11.27	\$11.50
	1	\$11.21	\$11.43	\$11.66
	2	\$11.80	\$12.04	\$12.28
	3	\$12.39	\$12.64	\$12.89
	4	\$12.95	\$13.21	\$13.47
	5	\$13.57	\$13.84	\$14.12
	6	\$14.17	\$14.45	\$14.74
	7	\$14.75	\$15.05	\$15.35
8	\$15.30	\$15.61	\$15.92	
HEAD COOK	P1	\$12.59	\$12.84	\$13.10
	P2	\$12.76	\$13.02	\$13.28
	1	\$12.91	\$13.17	\$13.43
	2	\$13.54	\$13.81	\$14.09
	3	\$14.17	\$14.45	\$14.74
	4	\$14.79	\$15.09	\$15.39

COOK'S HELPER	P1	\$8.16	\$8.32	\$8.49
	P2	\$8.53	\$8.70	\$8.87
	1	\$8.85	\$9.03	\$9.21
	2	\$9.27	\$9.46	\$9.64
	3	\$9.69	\$9.88	\$10.08
	4	\$10.09	\$10.29	\$10.50
	5	\$10.51	\$10.72	\$10.93
	6	\$10.93	\$11.15	\$11.37
	7	\$11.34	\$11.57	\$11.80

ASSISTANT COOK	P1	\$8.53	\$8.70	\$8.87
	P2	\$8.70	\$8.87	\$9.05
	1	\$8.85	\$9.03	\$9.21
	2	\$9.40	\$9.59	\$9.78
	3	\$9.99	\$10.19	\$10.39
	4	\$10.60	\$10.81	\$11.03
	5	\$11.14	\$11.36	\$11.59
	6	\$11.69	\$11.92	\$12.16
	7	\$12.30	\$12.55	\$12.80

PLANT MAINTENANCE	P1	\$14.86	\$15.16	\$15.46
	P2	\$15.02	\$15.32	\$15.63
	1	\$15.20	\$15.50	\$15.81
	2	\$16.24	\$16.56	\$16.90
	3	\$17.30	\$17.65	\$18.00
	4	\$18.32	\$18.69	\$19.06

BUS MECHANIC	P1	\$14.86	\$15.16	\$15.46
	P2	\$15.02	\$15.32	\$15.63
	1	\$15.20	\$15.50	\$15.81
	2	\$16.24	\$16.56	\$16.90
	3	\$17.30	\$17.65	\$18.00
	4	\$18.32	\$18.69	\$19.06

BUS MECHANIC HELPER	P1	\$10.07	\$10.27	\$10.48
	P2	\$10.25	\$10.46	\$10.66
	1	\$10.40	\$10.61	\$10.82
	2	\$10.83	\$11.05	\$11.27
	3	\$11.22	\$11.44	\$11.67
	4	\$11.63	\$11.86	\$12.10

SCHOOL BUS DRIVER	P1	\$11.52	\$11.75	\$11.99
	P2	\$11.67	\$11.90	\$12.14
	1	\$11.85	\$12.09	\$12.33
	2	\$13.14	\$13.40	\$13.67
	3	\$14.41	\$14.70	\$14.99
	4	\$15.66	\$15.97	\$16.29
	5	\$16.92	\$17.26	\$17.60
	6	\$18.20	\$18.56	\$18.94
PARAPROFESSIONAL	P1	\$9.06	\$9.24	\$9.43
	P2	\$9.21	\$9.39	\$9.58
	1	\$9.35	\$9.54	\$9.73
	2	\$9.85	\$10.05	\$10.25
	3	\$10.30	\$10.51	\$10.72
	4	\$10.72	\$10.93	\$11.15
	5	\$11.19	\$11.41	\$11.64
	6	\$11.61	\$11.84	\$12.08
MEDIA CENTER CLERKS	P1	\$9.21	\$9.39	\$9.58
	P2	\$9.35	\$9.54	\$9.73
	1	\$9.85	\$10.05	\$10.25
	2	\$10.30	\$10.51	\$10.72
	3	\$10.72	\$10.93	\$11.15
	4	\$11.19	\$11.41	\$11.64
	5	\$11.61	\$11.84	\$12.08
	6	\$12.08	\$12.32	\$12.57
7	\$12.66	\$12.91	\$13.17	

After completing ten (10) years of continuous employment with Central Contra Costa Public Schools, an employee will receive an additional \$.10 per hour longevity payment. After completing twenty (20) years of continuous employment with CMPS, an employee will receive another additional \$.10 per hour longevity. It is the responsibility of each employee to notify Central Office, in writing, at least two weeks prior to their anniversary date that they are eligible for the longevity increase. If a support staff member fails to notify Central Office, the change will be made on the next payroll processed after Central Office is notified of the change.
