

*signed*  
*6/30/96*

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CHESANING UNION SCHOOL DISTRICT**

**and**

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

**1993-96**

*Chesaning Union School District*

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## DESIGNATION OF PARTIES

On this 1st day of July, 1993, at Chesaning, Michigan, the Chesaning Union School 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 teacher paraprofessionals, all noon/recess monitors, all library/AV coordinators, all bus chaperones, all mechanics, all crossing guards (only as long as they remain employees of the district), all secretaries excluding Central Office Secretaries, excluding all students, supervisory personnel, and all other employees. The parties recognize the limited right of the Union to bargain the wages of substitutes.
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 for bargaining unit members.
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/FEEES & 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 written authorization for deduction shall remain in full force and effect during the period of employment 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. Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the beginning of duties, shall as a condition of employment, pay a service fee to the Federation in an amount equivalent to the dues and assessments of the Chesaning Union Auxiliary Service Employees, Local 4203, MFT&SRP/AFT, AFL-CIO, provided, however, that the employee may authorize payroll deduction, as provided in this Agreement.
9. In the event that an employee shall not pay such service fee or dues directly to the Federation or authorized payment through payroll deduction, the Board shall, at the request of the Federation, terminate the employment of such employee no later than the end of the current semester. The parties expressly recognize that the failure of the employee to comply with the provisions of this Article is cause for discharge from employment.
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 s/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 or 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.
  - 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 that 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 alter, 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 employment, 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 all reasonable 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 the 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 or 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 cannot 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 an employee provided the seniority employee has access to the grievance procedure.
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 to 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 their probationary period.
3. The Federation shall inform the Board in writing as to who has been appointed or elected as bargaining unit stewards and alternative.
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.

#### **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. District-wide Maintenance
  - d. Building Maintenance
  - e. Custodian
  - f. Mechanic
  - g. Library/AV Coordinator
  - h. Bus Chaperone
  - i. Paraprofessional
  - j. Noon/Recess Monitor
  - k. Crossing Guard
  - l. Bus Driver
  - m. 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 among probationary employees. New employees hired under this contract shall be considered as probationary employees for the first sixty (60) consecutive working days of their employment. When an employee completes the probationary period, s/he shall

be entered on the seniority list and shall rank for seniority from the date of original employment (first day of work). If more than one employee has the same seniority, their seniority will be determined by lot.

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.
7. An employee shall lose his/her seniority for any of the following:
  - a. S/he quits, retires, or is retired.
  - b. Is discharged for just cause, and the discharge is sustained.
  - c. Fails to return to work within five (5) working 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 excuse.
  - e. A layoff of more than eighteen (18) months or the person's seniority time, whichever is the shortest.
  - f. Failure to return the second day following the expiration of any leave, without a demonstrable medical excuse.
8. In the event that an employee is transferred to a position under the Board 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.
  - 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.

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, s/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 s/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. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications.
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.

#### **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, renewable at the discretion of the Board. 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 become available.

5. Employees on leave for more than twenty (20) weeks shall be assigned to the first available vacancy for which s/he is qualified, and shall have the option to return to his/her original classification (in the event that the first vacancy was not in that classification) as soon as a position in that classification becomes available.

**ARTICLE XII**  
**SICK, PERSONAL, AND BEREAVEMENT LEAVE**

1. On July 1 of each year, each employee 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.) These days are to be used for absences caused by illness, disability, or personal business (1 day limit on personal business). 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.
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 Employees 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 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) work days 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 day to attend the funeral of a relative not covered above. The same qualifications and restrictions apply to this day as stated in the above paragraph.
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. Disabled: If an employee is collecting insurance (paid for by the school) because of an illness or disability, the Board will pay only the difference between the amount of wages the employee would have earned and did not receive from the insurance company with the amount over and above that paid by the insurance company deducted for the employee's sick leave.

### 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 the employee would otherwise have earned by working during the straight-time hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which he would otherwise have been scheduled to work for the Board.
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), crossing guards, library/a.v. coordinators, teacher paraprofessionals, and noon/recess monitors.
  - b. Bus drivers and bus chaperones will be paid for the number of scheduled student days in any given school year.
  - 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 hours worked.
15. Seasonal employees are not covered by the terms of this Agreement. Seasonal employees will not displace members of the bargaining unit.
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 to take an extra trip would put he/she over forty (40) hours that week will be skipped in the rotation.
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. 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.

**ARTICLE XIV**  
**FRINGE BENEFITS**

**FULL-TIME EMPLOYEES**

1. Definition: A full-time employee is one who works a minimum of 35 hours per week, and a minimum of 42 weeks per 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 Full Pay Prescription Drug Rider or comparable coverage.

- 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 thirty (30) 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. Employees working less than 52 weeks per year will receive vacation on a pro-rated basis.

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:

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 30 hours per week and less than 42 weeks per year will receive the following benefits:
- a. Insurance
    1. Income Protection
    2. Long Term Disability
    3. \$15,000 Life Insurance
    4. Self-Insured Vision Plan
2. Vacations: Part-time employees' vacations will be pro-rated according to hours and months worked as per the following schedule: 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.
- a. Vacation requests must be made at least thirty (30) 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.

- 3. Holidays: Employees shall be paid for the following holidays on a pro-rated basis when they fall during the regularly scheduled work week:

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.

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

## SALARY SCHEDULE

### 1993-94

	<u>0-1 Years</u>	<u>1-10 Years</u>	<u>10-15 Years 3% Longevity of base</u>	<u>16+ Years 5% Longevity of base</u>
Cook	7.25	7.70	7.92	8.06
District Wide Maint.	11.51	12.68	13.02	13.24
M.S. Building Maint.	10.50	11.62	11.93	12.15
Building Maint.	9.72	10.83	11.13	11.33
Custodian	7.75	8.90	9.13	9.29
Mechanic	11.64	12.70	13.05	13.28
Head Mechanic	12.70	13.90	14.36	14.62
Secretary	8.12	9.18	9.42	9.59
Library/AV Coordinator	7.04	7.95	8.16	8.30
M.S. Alternative Education Para	7.26	7.73	7.94	8.08
Para Professional	6.76	7.23	7.43	7.56
Noon-/Recess Monitor	6.16	6.57	6.76	6.88
Crossing Guard	11.39	11.92	12.26	12.49
Bus Driver	27.10/day	29.53/day	30.34/day	30.89/day
Kindergarten Run	14.69/day	16.01/day	16.45/day	16.75/day
Extra Trips	5.80	6.50	6.66	6.77
Lift Bus (used) Driver	28.10/day	30.53/day	31.34/day	31.89/day
Our Lady Run	8.17/day	8.90/day	9.15/day	9.31/day
Special Ed Run	8.15	8.84	9.08	9.25

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.

### 1994-95

The salary schedule will increase to lesser of the rate of inflation in the prior year of 5%. (CPI - All cities (U.S.) will determine inflation rate) Plus

District wide maintenance	25 cents/hr increase
Para Professionals	25 cents/hr increase
Lift Bus Drivers (used)	\$1/day increase
Extra trips (regular drivers)	50 cents/hr increase

1995-96

The salary schedule will increase to lesser of the rate of inflation in the prior year of 5%. (CPI - All cities (U.S.) will determine inflation rate) Plus

District wide maintenance	25 cents/hr increase
Para Professionals	25 cents/hr increase
Lift Bus Drivers (used)	\$1/day increase
Extra trips (regular drivers)	50 cents/hr increase

DURATION OF AGREEMENT

The provisions of the Agreement shall be effective as of July 1, 1993 and shall remain in effect until June 30, 1996.

IN WITNESS WHEREOF, the parties hereunto set their hands.

FOR THE BOARD OF EDUCATION  
CHESANING UNION SCHOOL DISTRICT

President Wayne J. Suppes Date: Sept. 20, 1993  
Secretary Guadalupe Gomez Date: Sept 20, 1993

FOR THE CHESANING UNION AUXILIARY SERVICE  
FEDERATION OF TEACHERS

President Jean M. Palluch Date: Sept 22, 1993  
Secretary Loretta Smith Date: Sept. 92, 1993

## SELF-INSURED VISION PLAN

### BENEFITS

- |      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I.   | Examination       | \$16.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                         |
| II.  | Regular Lenses    | \$21.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                         |
| III. | Bifocal Lenses    | \$24.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                         |
| IV.  | Trifocal Lenses   | \$30.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                         |
| V.   | Lenticular Lenses | \$36.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                         |
| VI.  | Frames            | \$9.00 - One time every 12 months                                                                                                                                                                                                                                                                                                                                                                                          |
| VII. | Contact Lenses    | \$50.00 - Contact lenses are allowed under the program in either of these instances: 1) following cataract surgery; 2) when bisual acuity cannot be corrected to 20/70 in the better eye except by their use. <u>Contact lenses for cosmetic</u> purposes are not furnished under this plan. However, if you choose <u>contact lenses in lieu of the glasses</u> , an allowance of \$50.00 will be made toward their cost. |

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Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a 12-month policy year (January 1 through December 31) for each eligible member of the family.



January 26, 1982

Side Letter:

Employee Jan Gerding shall receive classification seniority as Secretarial. The above named employee classification seniority shall be from her date of hire into the school system up to the date of 6/30/81. The above named employee shall have system wide seniority from her date of hire and continuing for as long as she remains an employee of the district.

opeiu10aficio/sdj