

**MASTER AGREEMENT**

**Between the**

**CALHOUN INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and**

**CALHOUN INTERMEDIATE EMPLOYEE SUPPORT PERSONNEL  
ASSOCIATION/MEA-NEA**

**2011-2013**

## TABLE OF CONTENTS

	<b>PAGE</b>
Purpose and Intent.....	1
Article 1 - Agreement.....	2
Article 2 - Recognition .....	3-4
Article 3 - Union Security .....	5-7
Article 4 - Association Rights and Responsibilities .....	8-9
Article 5 - Board Rights.....	10-11
Article 6 - Special Conference Meetings.....	12
Article 7 - Grievance Procedure.....	13-16
Article 8 - Discharge and Disciplinary Action .....	17-18
Article 9 - Seniority .....	19-21
Article 10 - Layoff and Recall.....	22-23
Article 11 - Vacancies.....	24-25
Article 12- Leaves of Absence .....	26-34
Article 13 - Wages .....	35
Article 14 - Holidays.....	36
Article 15 - Vacation .....	37
Article 16 - Insurance.....	38-41
Article 17 - Working Hours/Conditions.....	42-45
Article 18 – Employee Evaluation.....	46-47
Article 19 - Waiver .....	48
Article 20 - Extent and Effect of Agreement.....	49
Article 21 - Continuity of Operation.....	50
Article 22 - Miscellaneous.....	51
Article 23 - Appendices.....	52
Article 24 - Term of Agreement.....	53
Appendix A - Wage Schedule .....	54-56
Appendix B - Classifications .....	57
Appendix C - CIESPA Grievance Form.....	58-61
Letter of Agreement, Starr Discretionary Days.....	62

Addendum, DKDC Classroom Coverage .....	63
Letter of Agreement, Assault by Students .....	64
Letter of Agreement, Absenteeism .....	65

## **PURPOSE AND INTENT**

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the DISTRICT, the employees and the ASSOCIATION.

The BOARD and the ASSOCIATION have entered into and completed good faith negotiations and have reached agreement upon wages, hours and other terms and conditions of employment.

The BOARD and the ASSOCIATION do hereby set forth and memorialize this their full Agreement.

The BOARD and the ASSOCIATION agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE 1**

**AGREEMENT**

This Agreement entered into this 11th of July, 2011, between the Calhoun Intermediate School District Board of Education (hereinafter referred to as the "EMPLOYER, BOARD and/or DISTRICT") and CALHOUN INTERMEDIATE EMPLOYEE SUPPORT PERSONNEL ASSOCIATION/MEA-NEA (hereinafter referred to as the "ASSOCIATION").

## ARTICLE 2

### RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in accordance with the Certification of Representative in MERC cases R93 A-13 AND R93 F-123, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

ALL FULL-TIME AND PART-TIME TEACHER ASSISTANTS, AIDES/PARAPROFESSIONALS, SCHOOL NURSES, PHYSICAL THERAPY ASSISTANTS, OCCUPATIONAL THERAPY ASSISTANTS, AND COMPUTER LAB ASSISTANTS.

Excluding substitutes, supervisors and all other employees.

- B. Substitutes are not part of the bargaining unit. Substitutes may be used during posting periods and for leaves up to ninety (90) work days.
- C. "Temporary" employees are those who fill a regular bargaining unit position while the regular employee is on an approved leave of absence of ninety (90) work days or longer and/or are employed when there is a special student need.

"Temporary" employees' coverage under this Agreement is limited as follows:

1. From initial day of employment as a temporary employee, coverage is limited to wages. Wages will be at the initial step of the appropriate scale in Appendix A.
2. After ninety (90) consecutive work days of temporary employment they will have access to the use of the first three steps of the grievance procedure.
3. After one hundred-eighty (180) consecutive working days a temporary employee shall be considered the incumbent of their assignment (except where the temporary assignment involves substituting for an absent regular bargaining unit member). In these circumstances, the job need not be posted. Persons so employed will be placed on the next step of the appropriate salary scale in Appendix A, will become seniority employees, and will be covered by all provisions of this Agreement.
4. At any time a temporary employee becomes a regular employee, he/she shall have seniority from most recent date of hire, inclusive of periods of continuous service as a temporary employee. When a temporary

employee becomes a regular employee, the Employer shall notify the Association of the date on which that individual began their most recent temporary assignment.

5. Temporary employees may have their employment discontinued, at the sole discretion of the Board, any time during the temporary employment period.

## ARTICLE 3

### UNION SECURITY

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. 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 MCL 408.477, 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.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. 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.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.



- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. 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 fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the District that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

- E. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.
- F. In the event that the Association fails to provide certification or information as called for in this Article above, the Board shall have the right, upon one week's notice to the Association local president, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.
- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.
- H. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Association in the course of implementing this Article.

Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security and payroll deduction provisions of this Article. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

## ARTICLE 4

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association is encouraged to make its views known to the Board relative to personnel policies.

Employees are encouraged to participate in a free and open exchange of ideas and opinions without fear of any form of reprisal.

- B. Upon request, the Board shall provide to the Association official financial reports, official meeting minutes and agendas, as well as payroll, wage and benefit data pertaining to bargaining unit members. Under normal circumstances, this information will be provided within ten (10) business days from receipt of a written request from the Association. If there is to be a charge for this information, the amount of the charges will be made known to the Association prior to processing the information request.

- C. The Board shall insure that each newly appointed employee receives sufficient information to acquaint him with the operations of the department to which the employee is assigned. Employees shall also be advised as to employee benefits and responsibilities and Board of Education policies, and such other appropriate information as they may need or request. The latter requirement shall have been satisfied by the Board supplying each employee with a copy of this Agreement, by posting Board policies on the CISD web site, and by distribution of an employee handbook.

- D. The Association shall be credited with five (5) days each year to be used by officers or representatives of the Association with such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance. The Association further agrees that such days shall not be used to support or to participate in any strike activity. Should a substitute be necessary, the Association agrees to pay for the cost of the substitute and, if a substitute cannot be obtained, the Superintendent (or designee) may deny the absence.

- E. The Association shall advise the Board, in writing, of the names of all Association Representatives (and their alternates) and officers within ten (10) days of their election or appointment. The Board shall not be required to recognize or deal with any employee as a representative of the Association other than those designated in the manner described above.

- F. The Association may designate alternate Representative(s) who will represent employees only in the absence of a regular Representative.

- G. Association Representatives shall represent the bargaining unit members and shall be authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided herein. Any grievances and matters resolved with the Board or its representatives shall be final and binding upon the employees, the Association and the Board.
- H. All grievance procedures and grievance investigations by the Association will be conducted during times which do not interfere with the employees' assigned duties. It is understood and agreed that if at any time, and by mutual agreement with the Board, such procedures are handled within the time of normal assigned duties, the employees involved shall suffer no loss of pay.
- I. Within two (2) weeks after a full-time bargaining unit member is hired, the Employer agrees to notify the Association President (or his/her designee) of the name of the new employee, his/her assignment, and the employee's date of hire into the bargaining unit.

## **ARTICLE 5**

### **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. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its programs, services, equipment, facilities and its operations and to direct the working forces and affairs of the Intermediate School District.
  2. Continue its rights of assignment and direction of personnel, determine the number of personnel (including the right not to fill open positions for the purpose of attrition) and scheduling of all the foregoing, and the right to establish, modify or change any work or school hours or days.
  3. The right to 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 to lay off employees.
  4. Adopt reasonable rules and regulations and to define job content and position descriptions.
  5. Determine the qualifications of employees, including the essential job functions of employees.
  6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, departments, divisions or subdivisions thereof and the relocation or closing of programs, departments, divisions or subdivisions, buildings, other facilities, services or third party service contracts.
  7. Determine the financial policies, including all accounting procedures and recordkeeping requirements.
  8. Determine policies affecting the selection, testing or training of employees.
  9. To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.

- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

**ARTICLE 6**

**SPECIAL CONFERENCE MEETINGS**

- A. Special meetings between the Association and the Board may be called by mutual agreement for the purpose of discussing important matters. Normally the arrangements for the special meetings will be made between the Association President and the Superintendent or designee. Such arrangements will include an agenda, a specified time and place for the meeting, and the names of the persons to be invited. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the express terms and provisions of this Agreement. Employees are encouraged to seek informal resolution of their grievances prior to use of the procedure outlined in this Article.
- B. Written submission of a grievance must contain the following information:
1. A statement of the facts on which the grievance is based.
  2. The time of occurrence.
  3. The specific section(s) of the contract which allegedly has been violated.
  4. Signed by the employee filing the grievance.
  5. The relief or remedy requested.
  6. If at Step 2 or 3, must have attached copies of grievances as submitted at previous steps and responses.
- C. **STEP 1: IMMEDIATE SUPERVISOR**

An employee having a grievance shall present it in writing within seven (7) working days of the occurrence to the immediate supervisor, in person.

- a. The supervisor shall sign and date the grievance and return a copy to the employee.
- b. The supervisor and employee shall discuss the grievance and shall share information necessary to promote resolution of the grievance. The Association will be notified and may have a representative present.
- c. The immediate supervisor shall answer the grievance in writing within seven (7) working days following receipt and provide the Association with a copy.

#### **STEP 2: SUPERINTENDENT**

If the grievance remains unsettled following implementation of Step 1, it may be presented in writing to the Superintendent of the Calhoun Intermediate School



District (or a designated representative) within seven (7) working days after the Step 1 response is received.

- a. The Superintendent or designated representative shall sign, date and return to the employee a copy of the grievance submitted.
- b. The Superintendent or designated representative may discuss the grievance with the employee. The Association will be notified and may have a representative present.
- c. The Superintendent or designated representative shall respond in writing to the employee within seven (7) working days following receipt of the grievance and provide the Association with a copy.

### **STEP 3: BOARD OF EDUCATION**

If the grievance remains unsettled following implementation of Step 2, it may be presented in writing to the Secretary of the Board of Education within seven (7) working days after the Step 2 response is received.

- a. The Secretary of the Board shall acknowledge receipt by signing, dating, and returning to the employee a copy of the grievance submitted.
- b. The Secretary of the Board of Education shall place the matter on the agenda for the next regularly scheduled Board meeting - provided the grievance is received no later than five (5) working days prior to the scheduled meeting date - and shall notify the employee and the Association of the scheduled date.
- c. The Secretary of the Board will respond in writing within seven (7) working days following the Board meeting.

### **STEP 4: ARBITRATION**

Only the Association shall have the right to process or appeal a complaint to Arbitration.

- a. If the Association is not satisfied with the disposition of the grievance at Step 3, it may within ten (10) working days after receipt of the decision of the Board refer the matter to arbitration by filing a written demand upon both the American Arbitration Association and the Board within the above interval.
- b. Neither party may raise a new defense or ground during the arbitration proceeding which has not been previously disclosed to

the other party. Any evidence not disclosed at the Board level must be revealed, in writing, to the opposite party not later than five (5) working days prior to the Arbitration proceeding.

- c. The powers of the Arbitrator are subject to the following limitations:
- (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. His/her power shall be limited to determining the rights of the parties under this Agreement.
  - (2) He/she shall have no power to establish salary scales or to change any salary, but may correct salary errors.
  - (3) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.
  - (4) He/she shall have no power to change any practice, policy, or rule of the Board nor to 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 provided that the same are not in conflict with the express provisions of this Agreement.
  - (5) He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  - (6) He/she shall have no power to rule upon the content of an employee evaluation. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.
  - (7) He/she shall have no power to rule upon any contract provision which is contrary to state or federal law, and any such provision shall be deemed null and void.
- d. More than one grievance may not be considered by the Arbitrator at the same time except upon the express written mutual consent of the parties. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- e. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association, so long as those do not conflict with the terms of this Agreement.
- f. The Opinion and Award of the Arbitrator shall be binding upon the Association, Board and employee(s).

D. General Procedures

1. The Board shall not be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.
  - (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
  - (b) No decision in any one case shall require a retroactive wage adjustment in any other case.
2. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Association Representative is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the Board and the Association.
3. Notwithstanding the expiration of this Agreement, any grievance arising during the term of this Agreement (as defined in the duration clause) may be processed through the Grievance Procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous Agreement or upon an alleged circumstance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed beyond the Board level (Step 3) under these procedures unless otherwise specifically agreed in writing by both the Board and the Association.
4. A "work day" shall be defined as any day when the central administrative offices of the ISD are open. Time limits may be extended only upon mutual written agreement of the parties.

## ARTICLE 8

### DISCHARGE AND DISCIPLINARY ACTION

- A. Any employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.
- B. No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged without just cause. The Board will provide a discharged employee and the Association a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.

Should a seniority employee believe he/she has been unjustly discharged or disciplined, he/she may submit a grievance at the Step 2 level. Appeal to Step 3 in disciplinary matters involving seniority employees is limited to discharge and discipline involving loss of pay.

The Board and the Association agree to the concept of progressive and corrective discipline for seniority employees. This means that the degree of discipline imposed should involve consideration of the nature and severity of the offense, the employee's record, and other mitigating or aggravating factors. The parties further recognize and agree that progressive discipline does not require adherence to a rigid sequence of disciplinary measures, but rather that the factors enumerated above be considered before the Board determines what disciplinary penalty is appropriate in a particular case.

- C. Disciplinary action shall include: verbal warnings, written warnings, written reprimands, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated in the employee's personnel file. The employee who is the subject of the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same.
- D. A bargaining unit member who wishes to take exception to a disciplinary action must respond in writing within ten (10) work days of the issuance of the disputed disciplinary action. Such response shall be placed in the bargaining unit member's personnel file as an attachment to the disciplinary action. This right exists independently of the Grievance Procedure contained in this Agreement.
- E. The following procedures shall be observed in the context of disciplinary action:
  - 1. Oral or written notice will be given to the employee of the charges, circumstances, or complaint(s) which may result in disciplinary action.

2. The employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated disciplinary action.
  3. The employee shall respond to each charge or complaint under investigation and shall cooperate with the investigating administrator(s) regarding the furnishing of information necessary for completion of the investigation.
  4. The employee will be informed of the investigation results and what, if any, discipline will be imposed.
- F. The employee has the right to have a representative of the Association present at any meeting at which the employee is to be disciplined, provided that the meeting need not be delayed for an unreasonable time pending the arrival of such representative, and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to secure the rights of students and others pending the holding of the meeting.

## ARTICLE 9

### SENIORITY

- A. "Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the employee's initial date of hire in such classification(s).

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. However, accrued seniority shall be retained, subject to ¶ G of this Article, when a bargaining unit member is on layoff or unpaid leave of absence status. Seniority shall be credited for periods of unpaid leave of absence taken prior to July 1, 1991.

Seniority may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in any other classification under this Agreement, provided there has not been a break in continuous employment. However, seniority in the employee's previous classification shall not continue to accrue when movement is made to a new classification.

- B. All new employees, except temporary employees and substitutes, shall be probationary employees for the first ninety (90) work days of employment. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

In the event a temporary employee (who is not substituting for an absent regular bargaining unit member) works in excess of one hundred-eighty (180) consecutive working days, he/she shall be considered as having completed his/her probationary period (in the classification in which the work was performed) if hired as a regular employee at the completion of their temporary assignment.

During the probationary period the employee shall have no seniority status and may be laid off or have employment terminated at the sole discretion of the Board.

- C. Upon satisfactory completion of the probationary period the employee's name shall be entered on the seniority list as of the most recent date of hire, inclusive of the probationary period.

D. The Board shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classification(s). The roster shall contain the employee's name, classification(s) and date of hire in that classification, and, if applicable, date of leaving that classification to enter another classification under this Agreement. A copy of the list shall be furnished to the Association President not later than October 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service in a seniority classification, seniority placement on the list shall be determined by alphabetical order using the last names of the involved employees.

E. Seniority under this Agreement shall be on a classification basis.

The seniority classifications of this bargaining unit are as follows:

1. Teacher Assistant.
2. School Nurse/RN.
3. Physical Therapy Assistant.
4. Occupational Therapy Assistant.
5. Computer Lab Assistant (Starr).
6. LPN/Health Care Nurse

F. The Association Representatives who perform steward-like duties and whose duties directly involve contract administration shall head the seniority list, for purposes of layoff and recall only, in their respective seniority classifications during their term of office, provided that they can perform satisfactorily the work available.

G. Employees shall lose seniority for any one or more of the following reasons:

1. Quitting or retirement.
2. Discharge, in accordance with the standards and procedures set forth in Article 8 of this Agreement.
3. Failure to return to work when recalled from layoff or after a leave of absence. Failure to return within five (5) consecutive working days following receipt of notification of recall by certified mail or after conclusion

of leave shall be considered failure to return from layoff or leave of absence.

4. Layoff for twelve (12) or more consecutive months.
5. Leave of absence exceeding twelve (12) months.
6. Accepting assignment with the Calhoun ISD to a position outside the bargaining unit, after holding that position for sixty (60) calendar days. This shall not apply to summer employment.

The enumeration of the above conditions for loss of seniority shall not constitute a limitation upon the right of the Board to impose disciplinary measures (including discharge) for violation of the Board's rules and policies which are not in conflict with the express terms of this Agreement.



## ARTICLE 10

### LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of positions and/or through a reduction in the hours assigned to positions within the bargaining unit. The Board reserves the right to select the job classification(s), department, or program(s) in which the reduction(s) shall take place.
- B. Bargaining unit members to be laid off will be provided ten (10) work days notice of lay off prior to the effective date of the reduction. This notice will be in writing and the Association President will be furnished a copy.
- C. In the event of a layoff, the Board shall identify the specific position(s) to be eliminated or reduced and shall notify the employee(s) in those positions. Employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided that there are more senior employees within the seniority classification remaining who possess the ability and certification required to perform the assignments vacated by the least senior employee(s) in the classification.
- D. Seniority shall be applicable as a factor along with certification and ability in layoffs and recalls.
  - 1. "Seniority" shall be as defined in Article 9 of this Agreement.
  - 2. "Certification" shall be defined as possession of a valid license, approval, and/or certificate issued by the Michigan Department of Education (or other regulatory authority) where these credentials are necessary to occupy a particular assignment and meeting all standards of the Michigan Department of Education (or other state or federal regulatory authority) required for a particular assignment.
  - 3. "Ability" shall be defined as capacity to successfully provide service to students (including consideration of evaluations) and meeting job qualifications for a position.
- E. The Board shall recall employees from layoff according to seniority within the classification(s) of the vacant assignment(s), provided that the recalled employee is presently certified and able (at the time of recall) to perform the available work. There shall be no obligation under this Agreement to post a vacancy where there are bargaining unit members on lay off who are properly classified, certified and able to fill the vacancy.

- F. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Board's records. It shall be the employee's responsibility to keep the Board notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given five (5) work days from receipt of a recall notice to report to work.

The Board may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. An employee who declines recall to perform work for which he/she is classified, certified and able under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

## **ARTICE 11**

### **VACANCIES**

- A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position.
- B. All vacancies shall be posted for seven (7) workdays before being filled. The Association President shall receive a copy of all posting(s) on the same day the posting is distributed to the various work sites. Vacancies will also be posted on the District's website.

The Board shall not be required to post more than one (1) vacancy resulting from the successful bidding or transfer of a bargaining unit member to a vacant position during the regular school year.

There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member from leave of absence or by recall from layoff.

- C. After the expiration of the posting period the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the certification, job classification, qualifications, skills, abilities and experience of the applicants including the length of service in the Intermediate School District and other relevant factors. When the above criteria are equal, the applicant having the greatest amount of seniority will be given preference. The applicant selected shall be notified of his/her selection and the time and place to report for work. The decision of the Board in filling the position shall be final.
- D. Employees desiring to apply for an initial vacancy must make written application within the posting period.
- E. Employees awarded a vacancy within their present classification in accordance with the terms of this Article will be granted a five (5) work day trial period to determine:
  - 1. Ability to perform the job, and
  - 2. Desire to remain in the new job

At the close of or during the trial period, the Board may return the employee to his/her former position if he/she is unable to perform the job, in the Board's judgment. That determination shall not be grievable. The trial period shall be fifteen (15) work days where an existing employee is awarded a vacancy in another classification.

The employee may voluntarily transfer to his/her former position at any time during the trial period. During the trial period, the Board may utilize a substitute in the former position of the employee who has been awarded the vacancy.

## ARTICLE 12

### LEAVES OF ABSENCE

#### A. PAID LEAVES

##### 1. Sick Leave

- (a) All regular full-time employees covered by this Agreement shall earn one (1) sick leave day per month worked, as detailed below - not to exceed twelve (12) days per year accumulative to a maximum of two hundred and ten (210) days.

Regular full-time bargaining unit members shall be allocated five (5) of the foregoing sick leave days at the beginning of the first full month of the school year (September) and shall earn one (1) sick leave day per month worked beginning in February and concluding in June, for a total of not more than ten (10) sick leave days accruing during the school year. Employees working during the summer programming shall earn one (1) sick leave day per twenty (20) days worked, not to exceed two (2) days for the summer program interval.

If a bargaining unit member leaves employment prior to the end of a school year and has used more than one (1) sick leave day per month worked during that school year, up to and including the month of the employee's separation from the District, the District shall deduct from the wages or other remuneration owed the employee at separation the value of any such unearned sick leave day(s), computed at the employee's hourly rate for the regular number of the employee's scheduled work hours for each unearned day used. If there are insufficient funds from which to make this deduction at the time of separation, the District may pursue whatever legal remedies are available to it for the recovery of any and all amounts due for the employee's use of unearned sick leave.

- (b) Regular part-time employees will be entitled to a pro-rated amount of sick leave in accordance with the ratio between the number of hours they work per week and thirty-five (35), rounded off to the nearest whole number of days annually.
- (c) Employees will be allowed to use their sick leave entitlement only for the following reasons: personal illness or pregnancy, which disables the employee from performing services; quarantine; or illness in the immediate family (defined as spouse, child, foster-

child, step-child, or grandchild living in the same household). The illness in the immediate family shall be such as to require the presence of the employee. Usage of paid sick leave for care of the immediate family shall be limited to five (5) days per year (July 1-June 30), unless otherwise approved by the Board.

Where a bargaining unit member is eligible under the Family and Medical Leave Act (FMLA), either the employee or the District has the right to substitute (i.e. require the use of) available sick leave for FMLA leave to the extent that sick leave may be used under this Agreement.

- (d) In order to be eligible for payment of sick leave, a bargaining unit member must notify his/her supervisor (or a contact designated by the supervisor) of absence as soon as practicable but not later than 6:15 AM on the day of absence. Where a bargaining unit member becomes aware of the need for sick leave on the preceding day or evening, he/she will promptly notify his/her supervisor (or an individual designated by the supervisor).
- (e) The Board may require that any employee utilizing sick leave procure a doctor's certification of illness or disability for the day(s) absent beyond three (3) consecutive work days. In cases of suspected misuse or abuse of leave, a doctor's certification may be required for any sick days utilized by the employee. Where sick leave is used on the first or last reporting days of a school year or on the day(s) immediately preceding or following a school break, vacation, or holiday, doctor's certification is mandatory for the first day of absence. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action in cases where abuse or misuse of leave is established.
- (f) The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Board has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Board shall pay the cost of any physical or mental examination required under this section.
- (g) Except as is otherwise provided in Article 9 ¶ B and in Article 14 ¶ B of this Agreement, sick leave taken in accordance with this Article shall be counted as days worked provided pay is allowed.

- (h) If it is necessary for an employee to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall receive the difference between his/her net salary and the amount received as workers' compensation benefits, deductible from accumulated sick leave. (For example: if workers' compensation pays 60 percent of the net pay amount, sick leave will pay only 40 percent and the employee's sick leave accumulation shall be charged .4 of a day for each day used.)

Provided, that the Board shall not be required to allow proportional use of sick days where an employee is receiving workers' compensation benefits if the employee is concurrently on FMLA leave or in the event that the Board's workers' compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Disability Compensation Act, MCL 418.354. In the above instances the employee shall receive only the workers' compensation benefits for which he/she is eligible.

- (i) The Board will notify all employees of their sick leave availability on payroll check stubs. It is the employee's responsibility to verify sick leave accumulation appearing on these records. Any errors must be reported to the District within ten (10) days of payroll issuance.

2. Terminal Leave Pay: Terminal leave pay shall be paid to employees who retire from the Calhoun Intermediate School District who meet the requirements for receipt of a retirement allowance under the Michigan Public School Employee's Retirement Act and who meet the "years of service" specified below. Terminal leave pay shall be paid based upon unused sick leave days with maximum days as specified below. "Years of service" shall mean years of service with the Calhoun Intermediate School District.

<u>Years of Service</u>	<u>Maximum Sick Leave Paid Days</u>
At least 10 years but less than 15 years:	Forty days (40)
At least 15 years but less than 20 years:	Fifty (50) days*
At least 20 years but less than 25 years	Sixty-five (65) days*
At least 25 years or more	Eighty-Five (85) days*

\*Ten (10) additional days if employee has one hundred (100) or more accumulated sick leave days at the time of retirement.

Employees hired on or after July 1, 1995 shall not be eligible for Terminal Leave Pay.

3. Personal Leave: Employees will be allowed a maximum of three (3) days annually with pay (non-cumulative) for personal leave which requires the presence of the employee and which cannot be handled during other than working hours. This leave shall not be taken on consecutive work days, on the day prior to and/or the day following a holiday or vacation period, on parent-teacher conference days, or on professional development days except with prior approval of the Assistant Superintendent for Human Resources. No more than three (3) employees shall be allowed personal leave at any one time. The employee shall notify his/her immediate supervisor at least three (3) school days in advance of intent to utilize personal leave, except in case of emergency.

With prior administrative approval, employees may be permitted to use additional personal leave days in exceptional or extenuating circumstances. Granting or denial of these days will be at the discretion of the administration and shall not be subject to the grievance procedure. If such days are granted, they will be deducted from the bargaining unit member's accumulated sick leave. If sick leave is not available, the day(s) granted will be unpaid.

With the exception of one (1) personal leave day, employees using personal leave shall sign a certification that the leave is not being used for vacation, recreation or other employment. When using the one (1) uncertified personal leave day, the employee must submit the request directly to the Assistant Superintendent for Human Resources for approval at least three (3) working days in advance. Only two (2) employees may use uncertified personal leave days at the same time, on a first come, first serve basis (included within the maximum of three (3) employees taking personal leave days per day). All unused personal days will be converted to the employee's accumulated sick leave or, at the option of the employee, paid at \$75 per unused day.

4. Funeral Leave: A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of an employee's "immediate family" to include: parents; spouse; children or grandchildren; grandparents; brother; sister; mother-in-law; father-in-law; stepchild; stepparent; or member of household.

Any additional days granted for this purpose are subject to prior administrative approval and shall be deducted from the employee's accumulated sick leave.



Up to one (1) day will be allowed for the death of an aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

5. Jury Duty or Court Appearance Leave

- (a) An employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have normally earned by working for the Board on that day and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

This payment provision shall also apply when the employee is subpoenaed as a witness in a judicial or administrative hearing, so long as the employee and/or the Association are not adverse parties to the Board in that judicial or administrative proceeding.

- (b) In order to receive payment, an employee must give the Board prior notice that he/she has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he/she reported for or performed such acts on the days for which he/she claims payments.

B. UNPAID LEAVE

1. Illness and Disability Leave:

- (a) Leaves of absence for periods not to exceed twelve (12) months may be granted at the discretion of the Assistant Superintendent for Human Resources or his/her designee without pay for any of the following reasons:

- (1) Personal Illness/Disability - an employee may be entitled to disability leave upon written statement from a physician. During the time of the disability, the employee may utilize (or the Board may require utilization of) sick leave benefits to the extent which it has been accrued. Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her.
- (2) Prolonged serious illness - in the immediate family (defined as spouse, parent or child).

- (b) Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.
- (c) The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for personal illness/disability leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:
  - (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
  - (2) Diagnosis of the illness or disability;
  - (3) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
  - (4) Indication of whether in-patient hospitalization is required.
  - (5) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.
- (d) The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
- (e) The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

- (f) An extension may be granted upon request of the employee to extend the leave to total maximum time not to exceed twenty-four (24) months, provided the need for the extension is certified by a physician. This extension would be at the sole discretion of the Board.

2. Personal Leave:

- (a) Subject to approval of the Assistant Superintendent for Human Resources or his/her designee, employees may be granted an unpaid personal leave of absence not to exceed twelve (12) months.
- (b) Leaves of absence shall not be granted for periods of time less than one (1) day and approved requests will be limited to one per year [July 1 – June 30] per employee. In proper cases exceptions may be made with the written consent of the Association, Board and affected employee. At any time, no more than two (2) bargaining unit members may be on a leave under this section.
- (c) Leaves of absence are not to be used as an extension of vacation and/or holiday periods.
- (d) Any leave granted will be with the understanding that it is a leave of absence from the Calhoun Intermediate School District and not necessarily from a particular position. Return may be denied in the event of staff reduction.
- (e) Employees shall not be granted more than twelve (12) months of leave under this section in any five (5) year period.

3. General Conditions - Unpaid Leaves

- (a) Employees on unpaid personal leaves of absence, as defined in Section B. 2. of this Article shall retain seniority held at the time they begin the leave of absence but shall not accrue seniority while on leaves of absence taken after July 1, 1991. Employees shall not accrue sick leave, emergency leave, or personal leave entitlement while on unpaid leaves of absence.
- (b) Employees on unpaid illness/disability leaves of absence, as defined in Section B (1) of this Article, shall retain seniority while on leaves of absences up to a maximum of twelve (12) months. Employees shall not accrue sick leave, personal lave, or vacation entitlement while on unpaid leaves of absence.

- (c) Upon return from leave under Section B (1) the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is qualified and possesses sufficient classification seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
- (d) The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
- (e) The Board will continue hospital/medical, dental and vision premium contributions on behalf of an eligible employee (and eligible dependents) for one period of up to twelve (12) weeks in a rolling year for employees who have been granted an unpaid leave of absence for medical reasons due to a serious personal illness or disability or where otherwise required by the Family and Medical Leave Act.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of any premium amounts allocable to day(s) of paid leave taken under this Agreement which are utilized during a period of FMLA leave. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

- (f) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is certified (as defined in Article 10) and qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement.

- (g) Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave as not to disrupt the continuity of services and instruction.

## ARTICLE 13

### WAGES

- A. Wage rates for employees in the bargaining unit are as indicated in Appendix A.
- B. When a new position in the bargaining unit is created, the Board will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification is proper, it shall be subject to negotiations. If the job is to be placed in a newly created and separate classification, the wage rate for that classification shall also be subject to negotiation. Nothing in this section shall prevent the Board from implementing an interim classification placement and/or wage rate (based upon the rates and classifications existing in this Agreement) pending the completion of negotiations.
- C. The parties recognize that academic training is one factor that can enhance the services provided by bargaining unit members. Accordingly, a Teacher Assistant who attains an Associate's Degree directly related to his/her assignment will have his/her hourly rate increased by forty cents (\$0.40) or who possesses a Bachelor's Degree directly related to his/her assignment will have his/her hourly rate increased by forty-five cents [\$0.45].

## ARTICLE 14

### HOLIDAYS

- A. The following days shall be observed as paid holidays for Teacher Assistants: Memorial Day, Good Friday (if school is not in session), Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Martin Luther King Day.
- B. In order for an employee to receive pay for a holiday, he/she must have worked both on the working day (as designated on the school calendar) immediately preceding the holiday and on the working day (as designated on the school calendar) immediately following the holiday.

The District has the right to waive the above restriction in documented circumstances where the employee (or an immediate family member) is suddenly hospitalized and sick leave is utilized. It is understood that such exceptions are at the discretion of the District, are not precedent setting, and that the District's refusal to grant an exception is not grievable.

Teacher Assistants assigned to Starr Commonwealth who are approved to use vacation or discretionary leave days adjacent to a holiday will not be disqualified on that basis from receiving holiday pay under this provision.

- C. Holiday pay shall be at the employee's current regular daily rate.
- D. Should a holiday fall on a Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday.
- E. All hours worked on the above holidays shall be paid at the rate of time and one-half plus holiday pay.

**ARTICLE 15**

**VACATION**

A. Teacher Assistants shall earn vacation entitlements in accordance with the following schedule:

1. Ten (10) days per school year of regular full time employment.
2. One (1) day in addition [total eleven (11) days for full program year] if a minimum of thirty (30) days is worked during extended year/ summer programming. Employees shall be paid for this day instead of receiving time off.

Vacation time will be pro-rated (on the basis of a thirty-five hour work week) for those employees working at least 180 days per year but less than seven (7) hours per day. This excludes temporary employees and substitutes.

Vacation time is credited on a "school year" basis (September 1 - August 31) for all bargaining unit members. Pro-ration will be made for employees working less than 180 days on the basis of one (1) day per month worked.

Employees will not be eligible for vacation pay while in a probationary status.

B. Vacation accrued shall be utilized as follows:

1. Teacher Assistants-  
Five (5) days during Christmas  
Break  
Five (5) days during Spring break

C. In the event an employee leaves the employment of the CISD and has a vacation time accrued, he/she will receive pay for the accrual, except when an employee's employment is terminated with just cause or resigns in lieu of termination. An employee who has unused accrued vacation day(s) at the end of the school year will, upon written request by June 1, be paid for those days by June 30.



**ARTICLE 16  
INSURANCE**

A. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make Eighty Percent (80%) of the premium payments for insurance coverage for all eligible bargaining unit members and their dependents (except for those employees hired after July 11, 2011, who shall be eligible for a Board contribution of Eighty Percent (80%) of the single coverage only), for the following plans:

1. MESSA Choices II PAK A - \$500/\$1000 deductible with Saver RX as per Quote ID 314473, which shall be in place starting no later than August 1, 2011, subject to availability, ability to cancel current coverage, and plan / enrollment criteria. The following items will be included:

- MESSA Choices II; \$500/\$1000 deductible; \$20 Office Visit Saver RX; Adult Immunization Rider.
- Delta Dental 80/80/80/\$1,000; for Class I, II, and III benefits; 80/\$1,300 for Class IV benefits; 2 cleanings per year.
- VSP3 Gold - Vision Insurance
- \$70K life and AD&D
- LTD; 66 2/3 Max \$5,000; 90 calendar day modified fill.

2. Those employees eligible for insurance coverage who are not eligible for, or do not elect, PAX A shall receive PAK B as per Quote ID 314473, which shall be in place starting no later than August 1, 2011, subject to availability, ability to cancel current coverage, and plan / enrollment criteria.

- Delta Dental 80/80/80/\$1,000; for Class I, II, and III benefits; 80/\$1,300 for Class IV benefits; 2 cleanings per year.
- VSP3 Gold - Vision Insurance
- \$70K life and AD&D
- LTD; 66 2/3 Max \$5,000; 90 calendar day modified fill.

The Board shall pay up to Two Hundred Fifty Dollars (\$250) if a single subscriber deductible and up to Five Hundred Dollars (\$500) for 2 Person and Full Family deductibles for the 2011-2012 school year, and the 2012-2013 school

year, paid through an FSA, which payment shall be made as soon as legally possible.

Any premium amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage are the responsibility of the employee and shall be payroll deducted in two equal payments per month and pro-rated to be paid in the months of September through May. The employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the District's Section 125 Plan. The Board shall have the right to make deduction of any amounts due from the bargaining unit member's wages, and shall be held harmless from any liability arising from the deduction.

The Association shall have the right to elect to receive a less costly insurance in place of the plans listed above so long as there is no additional cost to the District. Any change in insurance plans may not violate the law or any contractual obligations.

- B. In order to be eligible for Board premium contributions for the above coverages, the bargaining unit member must have completed his/her probationary period and be working at least thirty-five (35) hours per week on a regularly scheduled basis during the school year.

Unless otherwise noted within this Agreement, Bargaining unit members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of health care premiums for those days. This shall not apply to paid leaves authorized under this Agreement, unpaid leave authorized under Article 12 B(2)[b] of this Agreement, and to leaves taken by an eligible bargaining unit member under the Family and Medical Leave Act.

- C. Part-time bargaining unit members who work a minimum of twenty (20) hours per week on a regularly scheduled basis during the school year shall be entitled to one-half (50%) of the Board premium contributions made on their behalf by the Board, toward the coverages specified in ¶A of this Article. The bargaining unit member electing such coverage is responsible for payment of the remaining premium amounts. The Board shall have the right to make deduction of such amounts from the bargaining unit member's wages.
- D. Bargaining unit members who are eligible for Board paid medical coverage premium contributions under ¶A.1. of this Article may make a written waiver of that coverage and instead elect to receive \$110 per month (less employee FICA and withholding) in accordance with the terms of the Section 125 Plan established and administered by the Board. This amount will be increased to \$150.00 per month provided that eight (8) or more bargaining unit members who

are eligible for Board paid medical coverage waive such coverage, as described above. This amount will increase to \$175.00 per month if ten (10) or more bargaining unit members waive medical coverage (as described above), and to \$300.00 per month if twelve (12) or more bargaining unit members waive medical coverage. The bargaining unit member may direct all or a portion of the above amount to a 403(b) tax-sheltered annuity approved by the Board through a separate written voluntary and elective contribution.

- E. Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the bargaining unit member must make application to the life insurance carrier within 31 days of any termination of their employment status.
- F. Board-paid insurance premium contributions begin at the end of the probationary period and continue as long as the employee is in a pay status, but terminate at the end of the month during which the employee ceases to be in a pay status, except as is otherwise provided in Article 12-Leaves of Absence. Employees may continue the coverage at their own expense to the extent permitted by law.
- G. The Board reserves the right to change the identity of the insurance carrier, policyholder, underwriter, or third-party administrator for any and all of the above coverages upon advance notice to the Association and provided that comparable coverage is maintained. The Board shall not be required to remit premiums for any insurance coverages on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- H. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.
- I. Changes in family status shall be reported by the bargaining unit member to the Board within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph.
- J. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through

another CISD employee shall not be concurrently eligible for health plan premium contributions by the Board, as set forth in ¶A of this Article, but shall instead elect the optional benefits specified in ¶D of this Article. During open enrollment, bargaining unit members electing health care coverage will sign a statement that they are complying with this paragraph.

## ARTICLE 17

### WORKING HOURS/CONDITIONS

- A. The Board specifically reserves the right to schedule the work day, the work week, and the work year in accordance with program needs. Nothing in this Article shall be construed as a guarantee of a specific number of working hours per day or per week or as a limitation upon the Board's right to schedule additional hours.
- B. Employees shall normally report to work fifteen minutes prior to their students' start time (defined as the time students must be present and in their seats), and leave fifteen minutes after their students' end time (defined as the time students are dismissed from their seats at the end of the school day), unless otherwise scheduled or otherwise directed by their respective special education supervisor.
- C. Regular daily working hours shall begin not earlier than 7 a.m. and end not later than 7 p.m. The Board reserves the right to change schedules when program or transportation needs require it. In this event, a minimum of three (3) working days notice will be given.
- D. Employees who are scheduled to work at least five (5) hours daily will be allowed one, ten (10) minute paid work break daily. Employees working at least seven (7) hours per day will be considered full time and will be allowed a second ten (10) minute paid daily work break. Work breaks will be scheduled by the special education supervisor, taking into consideration program needs. Work breaks may not be combined and shall not be cumulative.
- E. The work day for those bargaining unit members scheduled to work at least seven (7) hours daily shall include a lunch period of 30 minutes duration to be scheduled by the special education supervisor between 11 a.m. and 1 p.m. each day. Where the bargaining unit member is required to remain in their assigned facility for purposes of responding to work requirements during the lunch period, the thirty (30) minute interval shall be paid at the bargaining unit member's regular rate. During this interval Teacher Assistants are subject to primary direction by the teacher to whom they are assigned but also remain under the general supervisory authority of the administration. Where the bargaining unit member is not required to respond to work requirements and remains in their assigned facility during the lunch period, the thirty (30) minute interval shall be unpaid.
- F. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure

instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days and hours which are cancelled due to the above conditions.

Employees will receive their regular hourly rate for days and hours that are cancelled but shall work on the rescheduled days and hours with no additional compensation except that employees who, with administrative approval, worked on cancelled days shall be paid for work performed on rescheduled days if they are required to work those days.

If school is cancelled, due to the above conditions, after buses have departed to pick up pupils, employees may be required to report and remain for all or a portion of their regularly scheduled hours and shall be paid for time worked as well as for any rescheduled days/hours attributable to the cancellation of student instruction time on that day.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code and the State School Aid Act to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days and hours, as defined by that agency. In addition to any requirements of either the Revised School Code and/or the State School Aid Act to receive full state aid, the parties agree to reschedule lost days and hours of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days and hours required by the Department of Education for both regular school year and extended programs (e.g. 230 day programs).

Employees will follow the inclement weather cancellation and make-up schedule of the K-12 or ISD facility where their assigned office is located. Each employee shall be notified of his/her "assigned" office, for inclement weather purposes, at the beginning of the school year.

- G. At the discretion of the administration, bargaining unit members may be required to attend professional and other inservice meetings which are scheduled outside of regular work hours or on days when students are not in attendance. Bargaining unit members required to attend such meetings will be paid at their regular rate. Bargaining unit members will be required to attend meetings scheduled during regular working hours as directed. The Board shall seek to provide changes to Board Policy to all bargaining unit members via email as soon as practicable.
- H. Each bargaining unit member regularly scheduled to work at least thirty-five (35) hours per week shall be allowed up to one-half (1/2) hour off per month with pay, only for the purpose of attending a scheduled Association meeting, provided:

- (1) The meeting has been scheduled to begin no earlier than one-half (1/2) hour before the close of the regular work day.
- (2) The date and time of the meeting has been requested and approved in advance.
- (3) The meeting is held at the regular work location of the bargaining unit member. If the meeting is held at another location, the Board shall have no obligation to cover travel time.

This time off is to be non-cumulative.

- I. Bargaining unit members will be scheduled to work on all student days in their program of assignment, whether that program is directly operated by CISD, a constituent school district, or another entity with which CISD contracts to provide paraprofessional and instructional support services. Paraprofessionals will be scheduled to work on all teacher obligation days designated on the CISD calendar, whether or not students are in attendance. Teacher Assistants will likewise be scheduled to work on all teacher obligation days designated on the CISD calendar with the exception of: (1) parent/teacher conference days which are not designated, in advance, as either optional or mandatory work days; or (2) circumstances where constituent district calendars necessitate a different designation of work days in order to accommodate local program needs; or (3) when the administration determines that the Teacher Assistant is not otherwise required to work on a non-instructional day.

Bargaining unit member work schedules for Starr Commonwealth will be disclosed to the Association as soon as the Board is made aware of program requirements and funding for a particular fiscal year. It is recognized that the number of working days specified are subject to change due to funding considerations, enrollment conditions, third-party contracts and similar conditions. Any days that the Starr program is in operation beyond the number of regularly scheduled work days shall be identified as discretionary leave days. Discretionary leave days shall be coordinated with Starr in order to avoid schedule conflicts and to assure adequate staffing.

- J. The Board and the Association both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement their commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, disability, or national origin. The Board and Association additionally recognize that their commitment to non-discrimination may require reasonable accommodation to employee and accordingly agree to jointly confer with any employee making such a request. Where necessary to make a reasonable accommodation, the parties shall consider waiving the requirements and/or provisions of this Agreement.

- K. If a bargaining unit member contracts head lice as a result of his/her occupational contact with students, the Board will reimburse the employee for the cost of non-prescription medications which are necessary to respond to that condition. This reimbursement will be made only if there is adequate proof that the bargaining unit member did in fact contract the head lice as a result of contact with pupils as part of his/her duties and the bargaining unit member submits a receipt (or other acceptable verification of purchase) to the Board within ten (10) work days of the purchase of the non-prescription medication for which reimbursement is being sought.
  
- L. Bargaining unit members who are eligible for overtime under the Fair Labor Standards Act or the Michigan Minimum Wage Act shall be compensated at one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) hours worked in a work week. Paid absences or other paid or unpaid leave under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility. All overtime must have prior administrative approval.
  
- M. As a condition of continued employment, Teacher Assistants hired after January 8, 2007 who do not otherwise meet the standards established by the Michigan Department of Education for a highly qualified paraprofessional must achieve by the completion of their probationary period a score of proficient on an assessment designated by the Michigan Department of Education as satisfying those standards.



## ARTICLE 18

### EMPLOYEE EVALUATION

- A. The purpose of employee evaluation is to maintain and improve the quality of employee performance and, thus, the quality of services being delivered to students.
- B. The evaluation of each bargaining unit member will be based upon observation and investigation of the employee's work performance, the employee's adherence to work requirements and standards, his/her ability to competently and successfully carry out his/her position responsibilities and the employee's disciplinary record.
- C. The evaluation shall include input from the employee's supervising classroom teacher (where applicable). Teacher input regarding specific instances shall not be included in the evaluation unless the information forming the basis of the input has been shared with the employee within ten (10) working days from when the teacher became aware of the information. The evaluation shall be completed by an administrator or supervisory employee designated by CISD.
- D. Evaluations shall be in writing and shall be provided to the bargaining unit member at least once every twenty-four (24) months after completion of their probationary period. Probationary bargaining unit members will be evaluated at least once during the probationary period. The bargaining unit member shall sign for receipt of the evaluation.

Either the bargaining unit member or the evaluator shall have the right to call for an evaluation conference to review the written evaluation. If the bargaining unit member disagrees with the evaluation, he/she shall submit a written response within ten (10) days after receiving a copy of the evaluation. That response will be attached to the personnel file copy of the evaluation in question.

If an evaluator believes that a bargaining unit member is doing unsatisfactory work, the reasons for the conclusion shall be communicated to the bargaining unit member in the evaluation.

Where a bargaining unit member has completed the probationary period and receives an unsatisfactory evaluation, a plan of assistance will be developed by the evaluator, in consultation with the employee being evaluated. The evaluator within the plan of assistance shall also establish objectives for performance improvement as well as a time line for performance remediation.

- E. All written evaluations (as well as any employee responses thereto) shall become a part of the bargaining unit member's personnel file.

F. Each employee's evaluation shall conclude at the conclusion of the appraisal form the statement: "Considering all factors, the work of this employee is (check one):

satisfactory

satisfactory with improvement needed in specified performance areas

unsatisfactory

**ARTICLE 19**

**WAIVER**

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 voluntarily and unqualifiedly waive 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 which was negotiated in the formation of this Agreement but upon which no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

## **ARTICLE 20**

### **EXTENT AND EFFECT OF AGREEMENT**

- A. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

No further agreement shall be binding on either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

- B. If any part of this Agreement is rendered or declared illegal by legislation or by a Court or administrative agency of competent jurisdiction, such term or provision shall become invalid and unenforceable, but such invalidity and unenforceability shall not impair or affect any other term or provision of this Agreement.

## **ARTICLE 21**

### **CONTINUITY OF OPERATION**

The Association agrees that neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the ISD, its constituent district's or entities with which the ISD has service agreements or arrangements.

## ARTICLE 22

### MISCELLANEOUS

- A. The Board agrees to provide each bargaining unit member with a copy of this Agreement.
- B. The Board will provide bulletin board space at each building it owns where bargaining unit members work which may be used by the Association for posting notices or other material pertaining to union business.
- C. Bargaining Unit Members will be permitted to utilize the District's e-mail and internet services for purposes of communicating with the Association's membership regarding business of the Association. This privilege shall be subject to the District's use policies and user agreements, and further shall not violate the Michigan Campaign Finance Act, MCL 169.201, et. seq. Association officials will not engage in the above activities during work time.
- D. Teacher Assistants who are involuntarily transferred in their regular school-year assignment and who, as a result of that transfer, have an increased daily commute of ten (10) minutes or more (round trip) will receive a one-time transitional stipend in the amount of \$50 (less amounts required to be deducted by law).
- E. Pursuant to the requirements contained within MCL 423.215, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. This clause is included in this Agreement because it is legally required by state law. The Association reserves all rights to assert that the statute is unenforceable.

**ARTICLE 23**

**APPENDICES**

The following Appendices are incorporated and are to be considered part of this Agreement.

Appendix A - Wage Schedule

Appendix B - Classifications

Appendix C - Grievance Form

**ARTICLE 24**

**TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the Board and the Association and shall continue in full force and effect until June 30, 2013, when it shall terminate. This Agreement shall not be extended except by written and signed agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX A

### WAGE SCHEDULE

**For the 2011-2012 school year, there shall be a Four Percent (4%) reduction in all wages beginning with the wages paid in the July 22, 2011 paycheck. For the 2012-2013 school year, there shall be an additional Four Percent (4%) reduction in all wages beginning on July 1, 2012.**

#### Teacher Assistants

<u>Step</u>	<u>2010-11</u>		<u>2011-12</u>		<u>2012-13</u>	
1	\$10.46		\$10.04		\$9.64	
2	\$10.98		\$10.54		\$10.12	
3	\$12.02		\$11.54		\$11.08	
4	\$13.33		\$12.80		\$12.29	
5	\$13.60	5 <sup>th</sup> - 9 <sup>th</sup> year	\$13.06	5 <sup>th</sup> - 9 <sup>th</sup> year	\$12.54	5 <sup>th</sup> - 9 <sup>th</sup> year
5-10	\$13.86	10 <sup>th</sup> - 14 <sup>th</sup> year	\$13.31	10 <sup>th</sup> - 14 <sup>th</sup> year	\$12.78	10 <sup>th</sup> - 14 <sup>th</sup> year
5-15	\$14.11	15 <sup>th</sup> - 19 <sup>th</sup> year	\$13.55	15 <sup>th</sup> - 19 <sup>th</sup> year	\$13.01	15 <sup>th</sup> - 19 <sup>th</sup> year
5-20	\$14.38	20 <sup>th</sup> - 24 <sup>th</sup> year	\$13.80	20 <sup>th</sup> - 24 <sup>th</sup> year	\$13.25	20 <sup>th</sup> - 24 <sup>th</sup> year
5-25	\$14.64	25 + years	\$14.05	25 + years	\$13.49	25 + years

**Paraprofessionals**

<b><u>Step</u></b>	<b><u>2010-11</u></b>		<b><u>2011-12</u></b>		<b><u>2012-13</u></b>	
1	\$22.72		\$21.81		\$20.94	
2	\$23.49		\$22.55		\$21.65	
3	\$24.26		\$23.29		\$22.36	
4	\$25.09		\$24.09		\$23.13	
5	\$25.95	5 <sup>th</sup> - 9 <sup>th</sup> year	\$24.91	5 <sup>th</sup> - 9 <sup>th</sup> year	\$23.91	5 <sup>th</sup> - 9 <sup>th</sup> year
5-10	\$26.95	10 <sup>th</sup> - 14 <sup>th</sup> year	\$25.87	10 <sup>th</sup> - 14 <sup>th</sup> year	\$24.84	10 <sup>th</sup> - 14 <sup>th</sup> year
5-15	\$27.47	15 <sup>th</sup> - 19 <sup>th</sup> year	\$26.37	15 <sup>th</sup> - 19 <sup>th</sup> year	\$25.32	15 <sup>th</sup> - 19 <sup>th</sup> year
5-20	\$27.73	20 <sup>th</sup> - 24 <sup>th</sup> year	\$26.62	20 <sup>th</sup> - 24 <sup>th</sup> year	\$25.56	20 <sup>th</sup> - 24 <sup>th</sup> year
5-25	\$27.99	25 + years	\$26.87	25 + years	\$25.80	25 + years

**LPN/Health Care Nurse**

<b><u>Step</u></b>	<b><u>2010-11</u></b>		<b><u>2011-12</u></b>		<b><u>2012-13</u></b>	
1	\$16.88		\$16.20		\$15.55	
2	\$17.48		\$16.78		\$16.11	
3	\$18.13		\$17.40		\$16.70	
4	\$18.77		\$18.02		\$17.30	
5	\$19.41	5 <sup>th</sup> - 9 <sup>th</sup> year	\$18.63	5 <sup>th</sup> - 9 <sup>th</sup> year	\$17.88	5 <sup>th</sup> - 9 <sup>th</sup> year
5-10	\$20.40	10 <sup>th</sup> - 14 <sup>th</sup> year	\$19.58	10 <sup>th</sup> - 14 <sup>th</sup> year	\$18.80	10 <sup>th</sup> - 14 <sup>th</sup> year
5-15	\$20.92	15 <sup>th</sup> - 19 <sup>th</sup> year	\$20.08	15 <sup>th</sup> - 19 <sup>th</sup> year	\$19.28	15 <sup>th</sup> - 19 <sup>th</sup> year
5-20	\$21.18	20 <sup>th</sup> - 24 <sup>th</sup> year	\$20.33	20 <sup>th</sup> - 24 <sup>th</sup> year	\$19.52	20 <sup>th</sup> - 24 <sup>th</sup> year
5-25	\$21.45	25 + years	\$20.59	25 + years	\$19.77	25 + years

1. **Schedule Placement** - A probationary employee will be placed at the beginning wage (Step 1) of the appropriate wage schedule. Following successful completion of the probationary period, the employee will be placed on the succeeding step.
  
2. **Advancement on the Schedule** - Movement to subsequent steps on the wage schedule will be annually on the anniversary of the last step increase provided that the employee has been in continuous employment as a member of the bargaining unit since the last step increase. "Continuous employment" is defined as working at least 120 days since the last step increase.
  
3. **Attendance Incentive** – Bargaining unit members will be eligible to receive an attendance incentive, payable in the last paycheck in July, based upon their sick leave utilization during the school year (July 1 – June 30), as outlined below:
  - a. \$300 if two (2) or less sick days are used.
  - b. \$150 if three (3) sick days are used.

Bargaining unit members using more than three (3) sick leave days under Article 12 ¶A.1. of this Agreement are ineligible to receive the attendance incentive unless the disqualification involves sick leave days taken by an otherwise eligible bargaining unit member under the Family Medical Leave Act.

4. Longevity eligibility for purposes of applying the Wage Schedule shall be based on completed years of service in the bargaining unit and shall exclude periods of layoff and unpaid leave in excess of thirty (30) days.

<b>APPENDIX B</b>
<b>CLASSIFICATIONS</b>

1. The following positions are within the single Teacher Assistant seniority and wage classification under this Agreement.

Autism Spectrum Disorder	Severe Cognitive Impairment
Cognitive Impairment	Severe Multiple Impairment
Early Childhood Special Education	

2. The following separate seniority and wage classifications are established for Paraprofessional employees under this Agreement.

Occupational Therapy Assistant	School Nurse/RN
Physical Therapy Assistant	Computer Lab Assistant (Starr)

3. LPN/Health Care Nurse is also a separate seniority and wage classification under this Agreement.

**APPENDIX C**  
**CIESPA GRIEVANCE FORM**

Grievance No. \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Work Location

\_\_\_\_\_  
Building Assignment

\_\_\_\_\_  
Date Grievance Occurred

\_\_\_\_\_  
Nature of Grievance  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contract Article(s) Alleged to be Violated  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Relief Sought  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

**STEP 1 (Immediate Supervisor)**

Date Received by Supervisor \_\_\_\_\_

Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Employee/Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 2 (Superintendent)**

Date Received by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Employee/Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 3 (Board of Education)**

Date Submitted to Board of Education \_\_\_\_\_

Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 4 - Arbitration**

Date Appealed to Arbitration \_\_\_\_\_

Date Submitted to Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**LETTER OF AGREEMENT**  
**Between**  
**CALHOUN INTERMEDIATE SCHOOL DISTRICT**  
**And**  
**SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/CIESPA & CIEA**

This Letter of Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the Board of Education of the Calhoun Intermediate School District (hereinafter called the "ISD"), and SCUBA/CIESPA (hereinafter called the "Association").

1. Bargaining unit members assigned to Starr Commonwealth for the 2008-2009 and 2009-2010 school years shall be scheduled for 224 work days for the 2008-2009 and 2009-2010 academic calendars beginning July 1, 2008 through June 30, 2010.
2. Any days that the Starr program is in operation beyond the number of regularly scheduled work days shall be identified as discretionary leave days.
3. Bargaining unit members assigned to Starr Commonwealth are eligible for seven (7) discretionary days. A discretionary day is defined as a day an employee would otherwise be scheduled for work but is permitted to take the day off without pay.
4. Bargaining unit members are not required to utilize any or all seven (7) discretionary days and therefore will be eligible to be paid for a total of 231 available work days for the 2008-2009 and 2009-2010 academic school years.
5. On non-student preparation and planning days bargaining unit members assigned to Starr Commonwealth will assist instructional staff with grading requirements, student summary and assessments as well as planning and preparation for student academic areas.
6. This Letter of Agreement shall become effective July 1, 2008 through June 30, 2010.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**ADDENDUM TO CIESPA AND CIEA  
COLLECTIVE BARGAINING AGREEMENTS**

Representatives of CIESPA, CIEA and CISD administration met on Wednesday, May 8<sup>th</sup> at the Doris Klaussen Developmental Center, regarding possible solutions to providing classroom coverage at DKDC when teachers are absent.

It was agreed by all parties that:

1. The administration will continue to make every effort to secure substitutes for classroom coverage when needed.
2. If a teacher is absent and a substitute teacher can not be secured, another teacher will be "assigned" to be available if needed.
3. DKDC administration will inform the classroom(s) who the "assigned" teacher is when a substitute teacher can not be secured.

**FOR THE BOARD**

/s/ Roger LaBonte

Date: \_\_\_\_\_

/s/ Mary Ellen Currie

Date: 09/24/97

**FOR THE ASSOCIATION (CIESPA)**

/s/ Jean Brown

Date: 09/17/97

/s/ Thomas E. Chisholm

Date: 09/17/97

**FOR THE ASSOCIATION (CIEA)**

/s/ William H. Musolf

Date: 09/24/97

**LETTER OF AGREEMENT**  
**Between**  
**CALHOUN INTERMEDIATE SCHOOL DISTRICT**  
**And**  
**SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/CIESPA & CIEA**

A bargaining unit member who is injured through an assault committed by a student during the course of his/her employment and who is seen for that condition by a health care provider designated by the District shall be excused from work without loss of pay or charge to accumulated sick leave for a maximum of two (2) days per school year.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**Between**  
**CALHOUN INTERMEDIATE SCHOOL DISTRICT**  
**And**  
**SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/CIESPA & CIEA**

The Board and the Association recognize the importance of employee attendance and acknowledge their respective commitment to avoidance of leave abuse or excessive use of leave. To further these objectives, the parties will confer periodically during the term of this Agreement on the extent of absences in the bargaining unit, absence patterns and measures that the parties could adopt to promote attendance and reduce absenteeism.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

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Date

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Date

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Date

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Date

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