

APPROVED BY BOARD 10/11/10

CHEBOYGAN AREA SCHOOL DISTRICT

CHEBOYGAN, MICHIGAN

2010-2013

AGREEMENT

BETWEEN THE

CHEBOYGAN AREA SCHOOL DISTRICT

AND

THE DISTRICT SPECIALISTS

Recognized as the Student Transportation Coordinator,
Board Office Assistant and Technology Assistant

July, 2010

CHEBOYGAN AREA SCHOOLS
STUDENT TRANSPORTATION COORDINATOR, BOARD OFFICE ASSISTANT
AND TECHNOLOGY ASSISTANT AGREEMENT

This Agreement is entered into this first day of July, 2010, by and between the Board of Education of the Cheboygan Area Schools, hereinafter "Board" and the Student Transportation Coordinator, Board Office Assistant and Technology Assistant, hereinafter "employee" of the Cheboygan Area Schools.

I
RECOGNITION

The Board hereby recognizes as a group, the District Specialists of the Cheboygan Area Schools regularly employed by the Board under contract, in the positions of Student Transportation Coordinator, Board Office Assistant and Technology Assistant, excluding all others, for the purpose of negotiating the terms of this District Specialists contract, applicable to the employment of the District Specialists in this group.

II
RESERVATION OF BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitation, and without prior negotiations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including and without limiting the generality of the foregoing, the rights to hire, promote, evaluate, assign, transfer, discipline, discharge, establish and eliminate any position of the District Specialists, determine the duties and responsibilities of the District Specialists, and the adoption of rules and regulations governing the conduct of the District Specialists. The exercise of rights, powers and authority hereby reserved shall be limited only by the specific and express provisions of this Agreement.

III
GRIEVANCE PROCEDURE

A grievance shall be defined as an express violation of the Master Agreement in existence between this bargaining unit and the Board of Education.

A. Preliminary Procedure:

A grievance may not be submitted until after a meeting has been held between the person filing the grievance and his supervisor to discuss the matter.

B. Step I:

Grievances shall be submitted in writing and must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The supervisor receiving the grievance shall respond, in writing, within five (5) working days after receiving the grievance.

C. Step II:

The grievance must be received by the Superintendent not later than ten (10) working days after submission of the grievance to the employee's supervisor.

The Superintendent shall respond to the grievance within five (5) working days after receiving it. He may respond in one of two ways.

1. The Superintendent may schedule a meeting with all of the parties involved. The meeting shall be scheduled within ten (10) days of his/her receipt of the grievance and he/she shall issue a final disposition, in writing, within five (5) days of the meeting.
2. As an alternative to the above, the Superintendent may schedule the grievance to be heard by the Board of Education at the next regularly scheduled meeting. In this case, the Board of Education shall cause their final disposition of the case to be issued, in writing, within five (5) working days after the meeting.
If the Superintendent does not schedule a meeting and notify the grievant of such a meeting within five (5) days of having received the grievance, the grievance will automatically be heard at the next regularly scheduled meeting of the Board of Education.

IV PROBATION PERIOD

New employees shall be on probation for a minimum of ninety (90) working days. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

V
PAID AND UNPAID LEAVES OF ABSENCE/RETIREMENT

Paid Leaves

- A. The Board of Education agrees to grant twelve (12) days leave each year for illness. Five (5) of these days may be used for personal business days. These personal business days are not accumulative and must be approved, in advance, by the supervisor.
- B. All leave days, including personal business days, shall be deducted from the accumulated sick leave of the employee.
- C. Unused sick leave may accumulate to a maximum of one-hundred fifty (150) days.
- D. When an employee who is entitled to sick leave is unable to work because of personal illness or disability and has exhausted all of/his/her sick leave, that person will be granted an unpaid leave of absence not to exceed one (1) year. If the employee is unable to return to work after one (1) year, he/she may request an extension. Any extension may be granted at the discretion of the Superintendent, but in no case shall a second extension be granted. The employee will be terminated at the end of any leave which is not extended. Except in the case of a terminally ill employee, only one (1) extension is permitted. FMLA shall be used in conjunction with sick leave.
- E. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter that is work related shall be paid his/her full salary for such time. However, the employee shall return to the Board, the compensation he/she received for the performance of such duties. Compensation in excess of the amount of the salary paid and compensation for expenses incurred are not included in this provision.
- F. Each employee shall be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparent-in-law. This applies to all "step" relations. Bereavement leave is not deducted from sick days. This language shall also apply to any person who has served, or proven to serve in the same capacity as immediate family member as defined above.

Additional bereavement days may be requested and approved by the Superintendent, but will be deducted from the sick leave of the employee.
- G. Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement, and qualify for

retirement under MPSERS, shall receive a one-time payment of forty (\$40.00) per day for sick days to a maximum of one-hundred twenty (120) days.

H. Longevity will be paid to employee at:

After 10 Full Years	-	\$ 750
After 15 Full Years	-	\$1,200
After 20 Full Years	-	\$1,500

Each employee must indicate at the start of each school year whether they want their longevity pay in their last payroll check in June or to have the longevity pay equally over their twenty-six (26) pays.

Unpaid Leaves of Absence

Long Term Leave of Absence

- A. A leave of absence without pay for one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration, the following factors in deciding whether or not to approve such a request.
1. Reason for the leave of absence.
 2. Effect of the absence upon the operation.
 3. Availability of a suitable temporary placement.
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the employer or failure to return at the completion of a leave of absence shall be considered a resignation.
- C. Family illness leave without pay for up to twelve (12) weeks shall be granted to the employee to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave, the employee must have been an employee of the district for at least one (1) year.
1. The employee shall provide thirty (30) days advance notice of the need for such a leave except in the case of an emergency.
 2. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition, at its expense.

3. An employee may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption as governed by law.
 4. Health benefits of the employee shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return, the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 5. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the employee to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he/she may be required to take a continuous leave or temporarily transfer to an alternative position.
 6. This section shall be administered in accordance with the Federal Family and Medical Leave Act.
- D. The employee will furnish a letter from his/her physician stating that he/she is physically able to return to work.

Short Term Leaves of Absence

- A. A short term leave of absence may be granted by the Superintendent for said leave at least one (1) week in advance, when possible.

The following policy will apply to unpaid leave request for vacation purposes:

1. The employee must have been performing his/her job satisfactorily.
2. The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every five (5) years.
3. The maximum number of days approved in any one year is:

1 year of experience	-	1 day
2 years of experience	-	2 days
3 years of experience	-	3 days
4 years of experience	-	4 days
5 or more years of experience	-	5 days
4. The employee must have approval from the building principal prior to the request going to the Superintendent for final approval.

VI
WORK SCHEDULE/VACATION ALLOWANCE

- A. The employee will work fifty-two (52) weeks per year, less paid vacation time and scheduled holidays.
- B. The employee will be paid for Act of God Days. If the Cheboygan Area Schools makes up any of these days, they will work these days for no pay. Any employee that is scheduled to work more than two-hundred thirty (230) days shall report to work after the second Act of God day in any school year or may elect to use personal leave or vacation leave and not report to work.
- C. Vacation Allowance.

Employees will receive vacation allowance on the following basis:

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 full year – 3 years	5 days
3 through 7 years	10 days
More than 7 years	17 days

A maximum of five (5) vacation days may be carried over from one school year to the next.

The following are non-work days, beyond the legal holidays, for which there will be no salary or wage reduction:

- Fourth of July, plus one (1) day
- Labor Day, plus the preceding Friday
- Thanksgiving, plus the following Friday
- Winter Break Days
- Spring Break Days
- Good Friday, plus one (1) day
- Memorial Day

VII
FRINGE BENEFITS

A. Health Insurance

Beginning on January 1, 2011, the Board and employee agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500 for two (2) or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate; \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family. Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

Each employee is eligible to have a bi-annual physical examination paid for by the insurance policy.

The employee may elect to receive in lieu of payments toward the cost of insurance premiums for health insurance coverage, monthly payments into an annuity plan equal to 40% the monthly single subscriber rate amount. The cash in lieu will drop to 30% in the 2011-2012 contract year. It will remain at 30% for the life of this contract.

B. Dental Insurance.

These employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

These employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide a Life Insurance in the amount of \$20,000.00.

VIII
SALARY SCHEDULE

A. Salary Schedule.	<u>1.5%</u>	<u>2.0%</u>
	<u>2011-2012</u>	<u>2012-2013</u>
<u>Student Coordinator</u>		
\$35,549	\$36,082	\$36,804
<u>Board Office Assistant</u>		
\$31,824	\$32,301	\$32,947
<u>Technology Assistant</u>		
\$33,925	\$34,434	\$35,123
40 Hours/Week		

IX
MISCELLANEOUS

- A. The Board shall provide a vehicle for daily use for the Technology Assistant. However, if a vehicle is not available, the Technology Assistant shall receive \$25.00 per week up to a maximum of \$100.00 per month allowance towards the cost of the technology assistant's in-district transportation costs for performing school business.

A review of the monthly in-district transportation allowance shall occur if gasoline cost per gallon continues to increase. (Current cost is \$3.15 per gallon.)

X
CLOSURE

- A. The party acknowledges that during the negotiations which resulted in this Agreement he 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 party after the exercise of that right and opportunity are set forth in the Agreement.

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or

applications shall continue in full force and effect, furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the agreement and govern the relation of the parties hereunder.

XI
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2010, and shall continue in effect until the 30th day of June, 2013.

Tammy Kage,
Student Transportation Coordinator

Laura Nestle,
Board Office Assistant

Darwin Chase,
Technology Assistant

Mark Dombroski,
Superintendent

