

CONTRACTUAL AGREEMENT

BETWEEN THE

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

AND THE
COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT
SUPPORT PERSONNEL ASSOCIATION

CCEA/MEA/NEA

2024-2027

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, “Protected Classes”), in its programs and activities, including employment opportunities.

TABLE OF CONTENTS

ARTICLE		PAGE
	Agreement	1
1	Recognition	2
2	District Rights	3
3	Union Rights and Security	5
4	Paraprofessional Evaluations	7
5	Employee Rights and Protection	9
6	Grievance Procedure	10
7	Work Year, Work Week, Work Day	13
8	Working Conditions	15
9	Employment Status Defined	16
10	Vacancies, Transfers and Promotions	17
11	Seniority	19
12	Reduction in Personnel, Layoff and Recall	20
13	Work Duties and Compensation	22
14	Paid Leave	24
15	Unpaid Leaves	28
16	Vacation Eligibility	31
17	Holidays	33
18	Severability	34
19	Waiver	35
20	Entire Agreement	36
21	Duration of Agreement	37
APPENDIX A	Insurance Protection	38
APPENDIX A-1	Insurance Plan Information	39
APPENDIX B	Wages – Salaries	41
APPENDIX C	Grievance Form	42

AGREEMENT

This Agreement is entered into effective July 1, 2018, by and between the Copper Country Intermediate Board of Education, hereinafter called the "Employer," and the Copper Country Intermediate School District Support Personnel Association, hereinafter called "Copper Country Education Association" or "The Union," through its local affiliates.

ARTICLE 1

RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all employees who are within the appropriate bargaining unit described and defined as:

> All full-time and part-time teacher aides, instructional aides, (both of which are also referred to as paraprofessionals) bus aides, printer, administrative secretaries, maintenance personnel, bus drivers**,** food service personnel and secretaries employed by the Copper Country Intermediate School District, but excluding professional, executive secretaries, supervisory, substitutes, and all other employees.
>
> *(Clerical positions included in this bargaining unit and this contract shall be further defined as follows: Secretaries are secretarial staff who are not assigned to work directly for administrators in the District; Administrative Secretaries are those who are assigned to work directly for administrators; and Pupil Accounting Auditors are secretarial staff who perform the additional function of pupil accounting/attendance audits and related duties.*
>
> *Executive Secretaries, who are excluded from the bargaining unit and this contract, but referenced herein, are defined as secretarial staff who provide assistance to the Board and/or administrators who formulate management policies, including policies pertaining to labor relations.)*

B. Unless otherwise indicated, the term "Employee," when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit, and references to one gender shall include the other.

ARTICLE 2

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. The Board rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.

2. Continue its right and past practice of assignment and direction of work of all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business 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 extra duties to employees, determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations; and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees.

7. Determine the location or relocation of its facilities, including the establishment

or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE 3

UNION RIGHTS AND SECURITY

Section 1. Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer. Special Conferences shall be arranged at a time mutually agreeable to both parties.

Section 2. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards in the Learning Center and the main office for the exclusive purpose of posting Union materials. The Union shall also have the right to use the interschool mails to distribute Union material.

Section 3. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings, and school equipment, including other duplicating equipment, and all types of audiovisual equipment, when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for any damage incurred through such use.

Section 4. State and National Union Representatives

Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property, provided that this shall not interfere with nor interrupt normal school operations.

Section 5. Union Representation

Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternative Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment. The stewards, during working hours, without loss of time or pay, may investigate and present grievances to the Employer, provided that it is so urgent that it cannot be done outside of working hours. The Employer shall not suffer loss of the employee's time under this provision.

Section 6.

The Employer agrees to furnish to the Union, in response to requests, all available information concerning the financial resources of the District and all other public material necessary to collective bargaining and contract administration.

Section 7. Bargaining Unit Work

A. The Board will notify the Union immediately upon amending any job description(s) or duties thereunder, or qualifications thereof. The Union may, at its option, request a special conference to discuss with the Employer any such changes or amendments in job duties or descriptions. Job descriptions shall be modified to reflect that employees shall be assigned "related duties" as opposed to "other assigned matters."

B. The Board agrees not to displace unit employees with employees paid through any funded programs where such displacement is in violation of the provisions of the program.

ARTICLE 4

PARAPROFESSIONAL EVALUATIONS

A. Monitoring

The Special Education Director or Special Education Supervisor will conduct all formal monitoring or observation work of each paraprofessional bargaining unit member in person and with the full knowledge of the bargaining unit member. The bargaining unit member shall be informed of a formal observation at least twenty-four (24) hours in advance.

B. Observation

Evaluations shall include observations of the bargaining unit member's work. Formal observations shall be for periods of time which objectively permits accurate assessment of the bargaining unit member's work. A bargaining unit member may be subject to two (2) drop in observations per year. Drop in observations need no advanced notice to the bargaining unit member and will last up to ten (10) minutes in duration per observation minimum.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated, including job related skills, personal skills and other relevant factors. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated.

C. The formal evaluation will be completed prior to the end of the school year. If the bargaining unit member disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation.

If a supervisor believes a bargaining unit member is doing ineffective work, the reasons therefore shall be set forth in specific terms. The Supervisor and the bargaining unit member shall develop an employee improvement plan. The bargaining unit member may request union representation when meeting with the Supervisor to develop the employee improvement plan. The improvement plan shall stipulate the specific areas of needed improvement, how improvement shall be measured, how achievement shall be recorded, timelines for attaining the desired achievement, and the assistance to be given by the Supervisor towards that improvement.

D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. The bargaining unit member may request union representation at the conference. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

E. It is recognized that the input of the classroom teacher may be a valuable informational gathering tool in evaluations. However, no evaluation shall be made solely based upon the classroom teacher's input.

ARTICLE 5

EMPLOYEE RIGHTS AND PROTECTION

Section 1. Discipline

A. No employee shall be disciplined, including warnings, reprimands, suspensions and discharges, without just cause, provided that probationary employees shall be excluded from the provisions of this Article. Such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds forming the basis for disciplinary action shall be made available to the employee and Union in writing.

B. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

C. Nothing in this Article shall be construed to deprive any individual employee at any time of the right to present grievances to the Employer and have the grievances adjusted, without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Bargaining Representative has been given opportunity to be present at such adjustment.

Section 2. Files and Records

A. An employee will have the right to review the contents of all records in his/her personnel file, excluding initial references, of the district pertaining to said employee originating after initial employment, and to have a representative of the Union accompany him/her in such review.

B. No material, including but not limited to student, parental, or school personnel complaints, originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee which are placed in the personnel file shall be in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Such notation shall be understood to indicate awareness of the material.

ARTICLE 6

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article.

1. The termination of services of any probationary employee.

2. Any matter involving evaluation.

3. Any matter for which there is recourse under State or Federal statutes.

B. Written grievances shall be filed on the attached grievance form in Appendix C (or a copy thereof). Any written grievance not submitted in accordance with this requirement may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

C. Hearing Levels

Informal Level: When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) work days from the date of the alleged occurrence of the event or from the time the employee should have had knowledge thereof. In any event, any grievance not submitted within sixty (60) days of the occurrence of the event upon which it is based shall be invalid and not accepted. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) work days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) work days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the grievant and the Union are not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) work days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) work days after the grievance has been submitted to the

Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) work days after the conclusion of the meeting, shall render his/her written decision thereon, with copies to the Union and the grievant(s).

Level 3. If no decision is rendered within five (5) work days of the discussion, or if the decision is unsatisfactory to the grievant and the Union, the grievant shall within five (5) work days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

Upon proper application as specified in Level Two, the Board shall allow the employee or his Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) work days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with the express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) work days after the initial hearing.

Level 4: If the grievance is not resolved to Union's satisfaction, the Union may appeal the grievance by notifying the Board of its intent to pursue the grievance with the American Arbitration Association in accordance with its rules within ten (10) work days of the Board's disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing.

A grievance may be withdrawn at any time without prejudice by the grievant and the Association.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved, and the Employer, subject to appeal rights. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. Their authority shall be limited to deciding whether a specific article or section of this Agreement has been violated.

The expenses for the arbitrator shall be shared equally between the Employer and the Association.

Upon mutual agreement between the parties, time limits at any step of the grievance procedure may be extended.

D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, to the extent permitted by law the Employer shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE 7

WORK YEAR, WORK WEEK, WORK DAY

A. The normal work year for school term and 205-day employees shall be based on the school calendar. The normal work year for all other employees shall be twelve (12)months.

B. The normal work week for all employees is Monday through Friday.

C. The normal work day shall consist of eight (8) hours per day, with the understanding that certain classifications are hired for less than eight (8) hours per day. Employees required to eat lunch with the children will have that time included in their work day. Every effort will be made to avoid assigning employees to split shifts.

D. The minimum call-in shall be two (2) hours.

E. Employees working three (3) hours will be entitled to one (1) coffee break and employees working for six (6) hours will be entitled to two (2) coffee breaks. Employees may take a fifteen (15) minute coffee break in the A.M. and also a fifteen (15) minute coffee break in the P.M., or the first half of their regular work day and the second half of their regular work day, whichever may apply; however, at a time mutually agreeable to the employee and the supervisor.

F. Overtime shall be divided among employees in the Intermediate School District based on seniority.

1. Overtime shall first be offered to the employee within the affected department who is qualified to do the activity having the greatest departmental seniority. If all employees within the affected department refuse the overtime, the least seniored employee in the affected department who is qualified to perform the work may then be required by the Employer to perform the overtime work.

G. When the Copper Country Intermediate School District closes pursuant to Michigan law because a health or safety hazard exists to the students, all employees will be released and paid for the remainder of their scheduled work day. The School District, however, reserves the right to call out maintenance personnel in accordance with normal call-out procedures.

H. If inclement weather occurs causing the District's classes to be cancelled, the following procedures should be followed:

- All full-time (twelve (12) month) personnel will report to work at their regularly scheduled time.

- All ten (10) month (or less) school year employees will not be required to work on days when school has been cancelled because of inclement weather. School year employees will be paid up to thirty-five (35) hours of lost time because of inclement weather. Employees can use personal days for additional inclement weather days past this paid time. Time lost due to inclement weather beyond thirty-five (35) hours and usable personal days will not be compensated for.

- Full-time employees who are unable to report to work because of road conditions, etc., will be permitted to make up the work time. Personal leave or vacation time could be used on these days with appropriate administrative approval.

- Pay for inclement weather days will be pro-rated for part-time employees based on a forty (40) hour week.

ARTICLE 8

WORKING CONDITIONS

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Teacher aides and instructional aides working in special education classrooms will receive a $500 stipend at the end of each semester, so long as they have been employed for at least 10 weeks of that semester.

B. The Employer shall reimburse employee for the loss, damage, or destruction of personal property which was authorized to be used on school premises when the loss, damage or destruction is the direct result of the Employer's negligence, up to a cost of $100 of the fair market value of said property. Automobiles or personal property covered by employee's insurance are excluded from this provision.

C. The Employer shall provide a non-smoking lounge and restrooms for employee use.

D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

E. No employee shall be required to dispense or administer medication.

F. Employees who participate in swimming lessons shall be provided with swimsuits and aqua-shoes.

G. Employees must meet all qualifications for their positions required by law and related regulations. The CCISD shall pay for the cost of one test upon the employee's successful completion of that test.

ARTICLE 9

EMPLOYMENT STATUS DEFINED

A. The Employer and the Union recognize four categories of employees. Bargaining unit work shall only be performed by employees in one of the four following categories:

1. Full year full-time: An employee who is employed at least thirty (30) hours per week.

2. Full year part-time: An employee who is employed less than thirty (30) hours per week for the entire twelve (12) months.

3. School year full-time: An employee who is employed for at least thirty (30) hours per week for the school year.

4. School year part-time: An employee who is employed for less than thirty (30) hours per week for the school year.

B. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days worked during the school year. A probationary employee may be dismissed at the discretion of the Superintendent.

C. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave.

D. Temporary: An employee who is employed up to 90 days. No benefits are provided to temporary employees.

ARTICLE 10

VACANCIES, TRANSFERS, AND PROMOTIONS

A. A vacancy shall be defined as any position either newly created or a present position to be filled that is not filled.

B. All vacancies shall be posted in a conspicuous place in each building owned by the District for a period of seven (7) working days. A copy of all summer postings shall be mailed to the Association's President during the summer months. Said posting shall contain the following information:

1. Type of work

2. Location of work

3. Starting date

4. Rate of pay

5. Hours to be worked

6. Classification

7. Minimum requirements

Interested employees may apply in writing listing their qualifications to the Superintendent or designee within the seven (7) day posting period.

C. Vacancies shall be filled with the most seniored qualified applicant from within the affected classification. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most seniored qualified applicant from other classifications. In the event that no qualified employee applies, the position may be filled from outside the bargaining unit.

The employee shall receive for a sixty (60) day period the salary he/she was receiving before the transfer occurred. At the completion of the sixty (60) day period, the employee shall receive a salary commensurate with the new position**.**

D. The pay rate for employees hired from outside the bargaining unit to fill vacancies within the bargaining unit will be set in accordance with Part 2 of Appendix B.

E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Any employee requesting such a transfer and then requesting to be returned to their previous assignment during the trial period may forfeit his or her option to bid again on vacancies for a period not to exceed six (6) months.

F. Employees shall not be paid at a lower rate due to involuntary and temporary transfers of less than two (2) weeks.

G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

H. Summer employment shall be assigned to the most qualified senior employee applying for the position.

I. An Aide will be assigned to a bus if it is unanimously agreed to by the Administrator, Teacher and Bus Driver that it is necessary to provide extra supervision.

J. Special Education Paraprofessionals position will NOT be posted for specific rooms. All paraprofessionals can be assigned to any special education classroom on as needed bases for the classroom as determined by administration.

ARTICLE 11

SENIORITY

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

B. Part-time employees shall accrue seniority on a regular pro-rata basis. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For the purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

Group I	Aide, Instructional Aide, Bus Aide, Food Service
Group II	Bookkeeper, Secretary, Administrative Secretary (non-confidential)
Group III	Printer, Bus Driver, Maintenance

D. The Employer shall prepare, maintain and post a seniority list by October 1 of each year. The Union shall verify the list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

E. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work or a vacant position that is operating by the Employer and which he/she is qualified for without regard to any seniority provisions of this agreement.

F. Seniority shall be lost by an employee upon termination, resignation, or retirement.

ARTICLE 12

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to economic needs of the District, or decrease of work.

B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) work days prior to the effective day of the layoff.

C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least seniored employees within the affected department, provided there are more senior employees qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.

D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least seniored employee.

E. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace. Notice of a reduction in hours shall be provided ten (10) work days prior to the effective date of such reduction.

F. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, subject to the underwriter's rules and regulations.

G. Employees shall be recalled in inverse order to their district seniority to any position for which they are qualified. Any non-probationary employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification for which he/she is qualified.

H. Notices of recall shall be sent by certified or registered mail to the last known address as shown in the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her recall rights, and shall be considered to have resigned their position.

I. Employees on layoff shall retain their seniority and recall rights for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 13

WORK DUTIES AND COMPENSATION

A. The basic compensation of each employee shall be as set forth in Appendix "B".

B. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and for all hours worked on Saturday, Sunday and holidays.

2. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

3. Compensatory time may be given if mutually agreeable to the Employer and the employee.

C. If an employee is requested to use a personal vehicle for school business, the employee shall receive the cents per mile reimbursement rate in accordance with the C.C.I.S.D. Teacher Agreement. No school children shall be transported in personal vehicles as part of their regular assignment.

D. An “on call” list of employees who will serve as substitute bus aides will be established the week before each new school year begins. The purpose of the list is to fill bus aide assignments when regularly assigned bus aides are absent. Three individuals will be on the list for each specific week, with one as primary substitute and the other as a backups. No one will be a primary 2 weeks in a row unless they volunteer. Employees who were originally hired by the District as bus aides will automatically be placed on the list. Those who were not originally hired as bus aides may volunteer to be on the list, but must state their intent two weeks before school starts. Once all possible “on call” employees have been determined, a master schedule for the entire school year will be created on a rotating basis, with assignments to be distributed as evenly as possible between those on the list. In an extreme emergency when more than three regularly scheduled bus aides are absent and/or scheduled “on call” substitutes are unavailable to fill the assignments, the District reserves the right to assign any individuals who were originally hired as bus aides as needed. Employees will be able to swap assignments with mutual consent. Solicitation of volunteers is encouraged and acceptable. If nobody volunteers, then the list will be utilized.

E. Current Active CCISD Support Staff (non-retired) that fill in as Substitute Teachers for a CCISD Classroom – proposed to receive and hourly differential of $3.00 per hour worked. Said employee will be paid their regular current support staff rate, plus the differential for time worked as a sub-teacher. To qualify for this additional compensation, the employee must hold a valid substitute teaching permit, and their transcripts must be on file. Administration reserves the right to determine classroom placement.

ARTICLE 14

PAID LEAVE

A. Illness and Disability

1. At the beginning of each work month each employee shall be credited with one (1) day of sick leave, the unused portion of which shall accumulate to a maximum of one hundred seventy (170) days. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

   a. Due to personal illness or physical disability, including childbirth and/or complications due to childbirth.

   b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty. An employee absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.

   c. Due to illness of a member of his immediate family who requires his personal care and attention; provided that this shall be approved by the Superintendent and shall not, except as otherwise required by law, exceed five (5) sick leave days in any one fiscal year. The term "immediate family" as used in this section shall mean the employee's spouse, parents, grandparents, children, brothers, or sisters. Additional days may be granted by the Superintendent in cases of emergency.

   d. Sick leave shall not be taken immediately before or after a vacation or Holiday unless a physician's statement is presented to the Superintendent or the Superintendent has approved the sick leave.

   e. The Superintendent may require an employee to secure a physician's statement if sick leave abuse is suspected.

f. One-half of all unused sick leave days will be paid upon retirement of employment with the Employer; or upon death of an employee, one-half of all unused sick leave days will be paid at the prevailing rate to the employee's beneficiary, up to a maximum of–Nine Thousand ($9000) Dollars. An employee, while on paid sick leave, or otherwise as required by law, will be deemed to be on continued employment for the purpose of computing benefits referred to in this Agreement.

g. At the end of the school year, if a support staff employee has reached the maximin accumulated sick days allowable for this article, the Board shall pay $25.00 per day for any unused sick days over the maximum accumulation.

B. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay and shall immediately notify his/her supervisor of his/her selection for jury duty.

C. Personal Days

All full-time employees working on a school-year or full-year contract shall be granted four (4) days per year to do business that cannot be done on weekends or after work. Personal leave days shall not be construed as additional vacation days. The employee shall notify the Superintendent or designee at least twenty-four (24) hours in advance except in emergency situations. Any personal leave days shall, if unused during the year, be credited to sick leave.

D. Member Self-Improvement

A Union member who is asked to complete a course of study related to his/her responsibilities shall receive full reimbursement unless it is part of the job description as a requirement of employment. They must receive a passing grade to be eligible for such reimbursement.

E. Funeral and Bereavement Leave

1. An employee shall be allowed three (3) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, grandparents and grandchildren. The Superintendent may authorize funeral leave for other significant relationships with the employee. Additional days may be granted, and shall be chargeable to either sick leave or without pay, at the option of the employee.

2. Funeral/Bereavement leave is not cumulative.

F. Leave of absence with pay or without loss of seniority shall be granted to Association members selected to attend a function of the Association. A maximum of two (2) members shall be allowed the time off at one time. Such leave shall not exceed five (5) employee days. The Superintendent shall be notified five (5) days prior to the use of such leave.

G. Catastrophic Illness

The Board shall establish a monetary fund to supplement the income of district employees facing catastrophic illness or injury. The fund will be Two Thousand Five Hundred Dollars ($2,500). The following guidelines shall govern the fund:

1. Administrators, support staff, and teachers are eligible to use the fund.

2. All sick leave days and personal leave days must be exhausted.

3. The fund will be administered by a committee of one board member, one administrator, one teacher and one support staff person.

4. Employees may increase the fund through voluntary donations.

5. Insurance coverage will be continued for any affected employee for the duration of the contract year.

H. Compensable Injuries

Any employee who is absent due to an injury compensable under Michigan Workers' Compensation Law will be paid the difference between the benefits received under the Michigan Workers' Compensation Law and their regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave on a pro rata basis until their sick leave accumulation is exhausted. When sick leave is exhausted, the employee shall receive only that amount which is paid directly under the provisions of the Michigan Workers' Compensation Law. Employees may elect not to use this benefit.

I. Sick Leave Bonus

1. If a staff member uses 2 or less sick leave days, they will receive a $400 bonus.

2. If a staff member uses 3 or 4 sick leave days, they will receive a $300 bonus.

3. If a staff member uses 5 or 6 sick leave days, they will receive a $200 bonus.

4. The bonus leave will be based on the fiscal year of July 1 through June 30.

ARTICLE 15

UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes defined in Section B. Such leave may be renewed, upon petition of the employee, for one (1) additional year.

2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.

3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

4. Employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Employer.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any employee who shall be called to duty in any branch of the armed forces of the United States through the National Guard or Reserves. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the District during such period.

   Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one year. Application for such leave shall be filed within thirty days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

2. Union Office - A leave of absence of up to one year shall be granted upon

application for the purpose of serving as an officer of the Union, or as an officer in its state or national affiliate. Such leave shall be extended one additional year upon thirty (30) days advance petition.

3. Public Service - A leave of absence of up to one (1) year shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.

4. Parental/Child Care - A leave of absence of up to one (1) year shall be granted for the purpose of child care of a dependent child. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

5. Personal Illness

6. Illness in Immediate Household

7. Educational

C. Family and Medical Leave

A leave of absence of up to twelve weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.

2. To care for the employee's spouse, child, or parent who has a serious health condition.

3. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

To be eligible for a FMLA leave, an employee must have been employed for at least twelve(12) months, and for at least 1,250 hours during the previous twelve (12) month period, and meet any other eligible criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 of the FMLA.
Paid leave available to the employee under the terms of this Agreement and used by the employee for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102 of the FMLA.

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

D. Unpaid Time

1. All unpaid days must be approved by the Superintendent.

2. For any unpaid non-medical days during the school year, the employee must reimburse the district the daily insurance cap amount for the insurance plan that employee is enrolled in. If the employee is receiving cash in lieu of insurance, the employee will have that daily amount deducted from their pay.

3. Staff must use all their personal days and if eligible, their vacation days, before they can request any unpaid days.

ARTICLE 16

VACATION ELIGIBILITY

A. All full year full-time employees will earn one (1) day per each month worked (maximum 12). For computation purposes, employees are defined as those working an average of thirty (30) hours or more per week.

B. (1) Any full year full-time employee as defined above who has served for six (6) consecutive years in this system shall receive one (1) additional day of vacation (maximum 13).

(2) Any full year full-time employee as defined above who has served for seven (7) consecutive years in this system shall receive two (2) additional days of vacation (maximum 14).

(3) Any full year full-time employee as defined above who has served for eight (8) consecutive years in this system shall receive three (3) additional days of vacation (maximum 15).

(4) Any full year full-time employee as defined above who has served for ten (10) consecutive years in this system shall receive four (4) additional days of vacation (maximum 16).

(5) Any full year full-time employee as defined above who has served for fourteen (14) consecutive years in this system will receive six (6) additional days of vacation (maximum 18).

(6) Any full year, full time employee as defined above who has served for sixteen (16) consecutive years in the system will receive eight (8) additional days of vacation (maximum 20).

(7) PSSD employees who work a 210-day Contract shall earn and will be credited with three (3) vacation days at the beginning of their summer employment. Any unused vacation hours will be compensated for by the end of the summer with hourly pay.

(8) For the purposes of this Article and the entire agreement, leave and layoff do not break consecutive service.

C. Vacations will be granted at such times during the year as requested by the employee insofar as such vacation does not seriously disrupt or affect the work to be performed.

D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continued with the vacation.

E. A vacation may not be waived by an employee and extra pay received for work during that period unless a vacation request was denied.

F. Staff that earn vacation days will be paid for up to a maximum of 30 unused vacation days upon retirement.

ARTICLE 17

HOLIDAYS

A. All full year full-time employees are entitled to receive holiday pay provided that they worked the regularly scheduled days directly preceding and following the holiday.

B. Paid holidays are designated as New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following, the day before Christmas and Christmas Day.

C. Employees in this system who work less than twelve (12) months per year, shall receive holiday pay for Thanksgiving Day and the Friday following, the day before Christmas, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day.

An employee who works less than twelve (12) months per year but 180 days or more shall also receive holiday pay for Labor Day.

PSSD Aides, that are Board approved for summer employment, shall receive July Fourth as a paid holiday.

D. Employees shall be paid for said holidays at their current rate based on their regular scheduled work day.

E. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

F. Additional leave may be granted in special cases subject to the approval of the Employer, such additional leave to be chargeable to accumulated sick leave or without pay.

ARTICLE 18

SEVERABILITY

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 this Agreement and govern the relation of the parties hereunder.

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 District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 20

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 21

DURATION OF AGREEMENT

DURATION OF AGREEMENT

This Agreement shall be in effect from (In accordance with Current Contract Language) and shall continue in effect until the 30th day of June **2027**. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement Signature Execution Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This Master Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this contract, is entered on the "Master Agreement-Execution of Instrument- Signature Enactment Clause" below.

The date of the last party below to sign the "Master Agreement-Execution of Instrument-Signature Enactment Clause" below will be entered in the first blank above in this "Duration of Agreement" provision of this Master Agreement as the "This Agreement shall be in effective from" date.

Master Agreement-Execution of Instrument- Signature Enactment Clause

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.

FOR THE BOARD

_____

DATE_____

FOR THE ASSOCIATION

_____

DATE _____

APPENDIX A

INSURANCE PROTECTION

A. Upon submission of a written application, the Board agrees to pay the premiums up to the legally allowable state cap for board approved insurance, as referenced in Appendix A-1**,** for all employees and their eligible dependents, provided that the employee has completed their contractual year. Ten (10) month and school year employees will have full year coverage with benefits the same as twelve (12) month employees. Their deductions for insurance will be spread over their ten (10) month or school year pay. A prorated equivalent of insurance costs shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees. The employees shall be responsible for the payment of prescription co-pay charges. If the bargaining unit finds an alternate plan that better suits them during the life of the contract, where the district could realize additional savings, they may select that plan. The District will actively seek other insurance bids that may provide a better savings.

B. Any employee not electing health care protection as provided above, may participate in the Cafeteria Section 125 Plan upon written application and receive the single cap rate.

C. The Board shall provide, without cost to the employee, vision care insurance, as referenced in Appendix A-1, to all eligible employees and their eligible dependents.

D. Upon written application, the Board shall provide, without cost to the employee, dental insurance, as referenced in Appendix A-1, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents.

E. Payroll deductions shall be available for all optional coverage as provided by the insurance carrier.

F. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.

G. Proration of Fringe Benefits - All fringe benefits for part-time employees shall be pro-rated based upon a six-hour work day.

H. The Employer shall provide without cost to the Bargaining Unit Member, Life Insurance Protection, as referenced in Appendix A-1, that shall be paid to the Bargaining Unit Member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

APPENDIX A-1

INSURANCE PLAN INFORMATION

The current 2024-2027 Master Agreement shall remain in effect until the 30th day of June 2027. (Insurance changes effective January 1, 2025)

Health Insurance –West Michigan Health Insurance Pool (WMHIP)

Employee's choice of Medical Benefit Plans are:

1) PPO – Enhanced HSA Level, Rx48, Hearing
2) PPO – Enhanced Level HSA 036, 037 RX6, Hearing
3) PPO – Enhanced 1000 112, RX44, Hearing
4) PPO – Enhanced HAS 2000 044 045, Rx15, Hearing

The maximum amount the Board will pay for the Medical Benefit Plan Cost (premium, HSA contributions, taxes, etc.) will be the maximum CAP amount permitted per the Michigan Common Law (MCL) 15.563 for the duration of this agreement. The Board will pay a prorated amount for employees who are not full time or who work less than the applicable position's work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year. The Medical Benefit Plan cost in excess of the CAP will be reimbursed by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable Medical Benefit Plan cost via payroll deduction as a contribution to be eligible for the Medical Benefit Plan

Vision Insurance – MESSA VSP 3 Plus (100% employee participation)

Dental Insurance – SETSEG ADN with Class I Incentive Plan

Basic Life and Accidental Death & Dismemberment (AD&D) – SETSEG $10,000

Longevity shall be paid based on years of experience with the CCISD as follows:

Any employee hired on or after January 1, 2012, who has served five consecutive years, will receive an additional thirty cents ($.30) per hour increase on their current pay. Any employee having served for eight consecutive years in this system shall receive an additional forty cents ($.40) per hour. Any employee having served for eleven years in this system shall receive an additional thirty-five cents ($.35) per hour. Any employee having served for fourteen years in this system shall receive an additional thirty-five cents ($.35) per hour. Any employee having served seventeen years in this system shall receive an additional thirty-five cents ($.35) per hour. Any employee having served for twenty years in this system shall receive an additional thirty cents ($.30) per hour. An employee who has served for twenty-three years in this system shall receive an additional thirty cents ($.30) per hour. An employee who has served 27 years in this system shall receive an additional thirty cents ($.30) per hour.

APPENDIX B

WAGES

1. Starting wages for employees will be **$17.00** per hour **for 2024-2025, $17.50 per hour for 2025-2026, and $18.00 per hour for 2026-2027**. All raises will be in accordance with the annual bargained increases.

2. For **2024-2025** school year: **$1.00 increase on current pay.**

3. For **2025-2026** school year: **$0.50 increase on current pay.**

4. For **2026-2027** school year: **$0.50 increase on current pay.**

5. Including employees hired on or after July 1, 2022,
    a. Bus Drivers (requiring CDL), the District may compensate up to $0.20 per hour for each year, up to a maximum of 10 years, of relevant job experience earned prior to employment at the Copper Country Intermediate School District. Determined at hire date.

    b. All other employees, the District may compensate up to $0.10 per hour for each year,
    up to a maximum of 10 years, of relevant job experience earned prior to employment at the Copper Country Intermediate School District. Determined at hire date**.**

6. It is within the discretion of the administration to determine what constitutes relevant job experience under this agreement.

CDL Bus Drivers to be paid $3.00/hour added to their staff wages while driving the school bus. This would only be applicable while they are driving the school bus.

Current Bus Drivers and future drivers who are hired by the district, who paid for their own CDL schooling will be reimbursed 1/5th of the cost of the schooling each of the first 5 years they are employed by the district.

Submit in Duplicate

APPENDIX C

GRIEVANCE FORM

Copper Country Intermediate School District
Support Personnel Association

Grievance No. _____

Name of Grievant_____Department _____Assignment_____

A. Date Cause of Grievance Occurred_____

B. Contract Article(s) violated_____

C. State of Grievance_____

_____

D. Relief Sought_____

_____

_____ _____
Signature Date

E. Date Received by Supervisor _____ _____
Signature Date

F. Disposition by Supervisor_____

_____

G. Date Received by Superintendent _____ _____
Signature Date

H. Disposition by Superintendent _____

_____

I. Date Received by Board _____ _____
Signature Date

J. Disposition by Board_____

_____

K. Date of Request for Binding Arbitration_____

_____ _____
CCISDSPA/MEA/NEA Signature Date

ARTICLE 21

DURATION OF AGREEMENT

DURATION OF AGREEMENT

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The date of the last party below to sign the "Master Agreement-Execution of Instrument-Signature Enactment Clause" below will be entered in the first blank above in this "Duration of Agreement" provision of this Master Agreement as the "This Agreement shall be in effective from" date.

Master Agreement-Execution of Instrument- Signature Enactment Clause

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.

FOR THE BOARD Karen M. Johnson

DATE 8/12/24

FOR THE ASSOCIATION

DATE 8-8-2024