

**CIESPA**

**AGREEMENT BETWEEN THE**

**COLON COMMUNITY SCHOOLS, BOARD OF EDUCATION**

**AND THE**

**INSTRUCTIONAL EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**2010-2013**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made as of the date hereinafter set forth by and between the COLON COMMUNITY SCHOOLS, St. Joseph County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the COLON INSTRUCTIONAL EDUCATION PERSONNEL ASSOCIATION, MEA, NEA, (hereinafter called the "Union").

## **Article 1**

### **Recognition and Seniority**

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regularly scheduled part-time, paraprofessionals classified as teaching assistants, teachers' helpers and other Employees who work less than ten hours per week, excluding supervisors, substitutes, confidential employees and all others for the purpose of collective bargaining concerning rates of pay, wages, hours of employment or other conditions of employment.
- 1.2 A newly hired Employee shall serve a seventy five (75) day probationary period upon their most recent date of hire as a regular Employee. If an Employee is absent, the probationary period shall be extended. During the probationary period, Employees may be subject to discharge with or without notice or with or without reason. The Employee shall have no recourse under this contract for termination.
  - 1.21 Upon completion of the seventy five (75) day probationary period, the Employee shall be placed on the seniority list based upon their most recent date of hire. If more than one Employee has the same starting date, the order on the seniority list shall be determined by lots.
  - 1.22 The Employer shall maintain a seniority list showing the length of service each member has accumulated within the classifications with the Employer. Two (2) copies shall be furnished to the President of the Union once each year by October 1<sup>st</sup>. Employees shall object to the list within ten (10) days of posting. Thereafter, the list shall be final and conclusive.
  - 1.23 Employees hired after the effective date of this Master Agreement shall be required to meet the NCLB Highly Qualified Standard within three (3) months from the date of hire. In the event of future changes under NCLB and Federal/State provisions that require additional training or demonstration of proficiency including educational experience the parties agree to negotiate over the impact of these changes to the extent allowable under PERA.

## **Article 2**

### **Management Rights**

- 2.1 Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer prior to the certification of the Union, without limiting the generality of the foregoing, the rights to:
  - A. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its Employees;
  - B. Hire all Employees and determine their qualification and the conditions of their continued employment;
  - C. Promote, transfer and assign all Employees;
  - D. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
  - E. Establish, continue or revise policies and/or rules and regulations regarding the conduct of Employees in the work place, the manner and method of performing work and the procedures for administering and accounting for Employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement;
  - F. Discharge, demote and discipline Employees;
  - G. Establish, modify change or cancel any work, business or school schedules, hours or days;
  - H. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and the contracting with any other person or business entity;
  - I. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of office, departments, divisions or subdivisions, buildings or other facilities;
  - J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- 2.11 The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 2.12 The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

## Article 3

### Union Rights and Responsibilities

- 3.1 Information: The Employer agrees to furnish to the Union in response to reasonable requests for all public information, as defined by the Freedom of Information Act, concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in preparing for grievances and for negotiation.
- 3.2 Use of Facilities and Equipment: The Union and its representatives shall have the right to the use of school facilities at reasonable hours for meetings of the Union locally only, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for the use of school facilities.
- 3.3 Union Communications: The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards or sections thereof. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any Employee.
- 3.4 Union Leave: Upon request of the Union President, the Employer shall grant a leave of absence to an Employee for the purpose of participating in Union professional improvement programs or for conducting official Union business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:
- A. The absence of the Employee shall not materially interfere with the discharge of the Employee's professional responsibilities.
  - B. The Superintendent shall not be required to grant more than three (3) such Association leave days during each school year nor to grant leave on any one day to more than two (2) employees.
  - C. The Union shall reimburse the Employer for the cost of a substitute and FICA, retirement, worker's compensation, and anything remaining required by law.
- 3.5 Union Responsibilities
- Union Representatives: The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- Concerted Activities: The Union agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.
- 3.6 Union Activities: Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with Union members as shall be necessary to ascertain that the terms of this Agreement are being observed.
- 3.7 Union Security: All members of the bargaining unit, as a condition of employment shall either:
- 3.71 Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue from year to year unless revoked in writing. Within thirty (30) days of employment, the Board shall provide the Association President with the name of each Employee assigned to any position represented by this Association.
- OR**
- 3.72 Pay a Service Fee within thirty days to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures." The Service Fee shall not exceed the non-member's proportionate share of the cost of negotiating and administering this Agreement. The Association shall deliver to the Superintendent a written statement specifying the amount of the non-member's representation fee.
  - 3.73 Employee Fee Decision: If an Employee fails to make a selection, the Employee shall be deemed to have selected the payment of the agency service fee. In the event that a bargaining unit member has not paid such service fee in compliance with the law, the Employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association according to the following:
    - 1. The Association shall give the following written notice to the Employer:

The Association certifies \_\_\_\_\_ has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that under the terms of this Agreement, the Employer deducts the delinquent service fees from the bargaining unit member's salary. The Association certified that the amount of the service fee includes only those items authorized by law.

2. The Employer, upon receipt of said notice and request for deduction shall act pursuant to 3.72 following a Board hearing to determine if such deductions have been made. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn.
- 3.74 General Fee Limitations: No representation fee shall directly or indirectly include any amount for:
- A. Any political activity which is in violation of the constitutional rights of any Employee;
  - B. Preparing for or engaging in or supporting a strike as defined by this agreement or by law; or
  - C. Any illegal activity.
- 3.75 Deduction Procedure:
- A. The Union shall confirm at least forty-five (45) days prior to any Employee deduction change the amount in writing to the Employer, which amount shall remain in effect until a different amount is authorized by an Employee.
  - B. All deductions and the procedures therefore shall comply with applicable law. The Employer shall be reimbursed by the Union for all reasonable costs incurred by the Employer in escrowing or otherwise delaying the collection or transmittal of any representation fee as required by law.
  - C. Except as a different procedure is required by law, the Employer shall send all collected fees to the Union within 20 days to such person as shall be designated by the Union in writing. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors. Any overpayment shall be returned to the Employer within 20 days.
  - D. Any paraprofessional classified as a teaching assistant who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of the dues, assessments and contributions to the CIESPA/SMEA/MEA/NEA and local Employee unit as designated by the CIESPA, such authorization to continue in effect unless revoked in writing to the Association treasurer between August 15 and September 15 of any given year or a mutually agreed upon date in writing.. Such sum shall be deducted nine (9) substantially equal monthly deductions beginning with the first salary check in October and every other pay period thereafter. If the list is not submitted from the treasurer by noon on Friday the week prior to payroll then the deductions would be made double the next month. The employer shall provide necessary financial information to the Association treasurer prior to August 15 of any given year.
- 3.76 Save Harmless: The Union assumes full responsibility for the validity and legality of the deductions herein authorized and expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Employer's compliance with the provisions of the section. If the hold harmless or indemnification provisions are found to be unlawful, involuntary deductions for union membership fees or community service fees shall cease.
- 3.77 Contributions to MEA/PAC and NEA/PAC are voluntary and members have the right to refuse to contribute without suffering any reprisal. Making a contribution is neither a condition of employment nor a condition of membership in NEA, MEA or any of its affiliates. The association shall reimburse the Employer's administrative costs in making such political contributions on behalf of the Association.

## Article 4

### Employee Conduct and Discipline

- 4.1 Employee Conduct: Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each Employee, it is recognized that they include but are not limited to the following:
- A. The performance of all duties with reasonable diligence and in a workmanlike manner.
  - B. The prompt notification of the Employer of any physical or mental condition of an Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his/her responsibilities.
  - C. The prompt notification of the Employer of any defective condition in any of the Employer's physical facilities which may cause injury or damage or which may be required in order to provide proper maintenance.
  - D. The prompt notification of the Employer's misuse, abuse, or illegal use of any of the Employer's physical facilities for which an Employee has responsibility.
  - E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
  - F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of an Employee to adequately discharge his/her duties.
  - G. The avoidance of any activity which:
    - 1. Is contrary to the Employer's best interest and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and the proper preservation of public property; or
    - 2. Is contrary to honesty or good morals, or
    - 3. Is criminal.
  - H. The avoidance of harassment, abuse or assault toward a student, parent, Employee or supervisor or community member.
  - I. The avoidance of theft, misappropriation, or fraud.
  - J. The avoidance of use, possession or distribution of illegal substances or alcohol, or misuse of prescribed drugs.
- 4.2 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Union within ten (10) days after notification.
- 4.3 Disciplinary Action: Any Employee who fails to maintain proper standards of conduct or fails to discharge his/her responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. Discipline and/or discharge shall only be for just cause for non-probationary Employees. An Employee shall have the right to defend himself/herself in any disciplinary proceeding.
- 4.4 Personnel Files: An Employee may review his or her personnel file in accordance with State law. Employees may attach a rebuttal to documents placed in his or her personnel file. A signature on a document shall indicate awareness of the document, but not necessarily the agreement with the contents of the document. Freedom of Information Act requests for copies of personnel files must comply with the Bullard-Plawecki Act.

## Article 5

### Duties and Work Load

- 5.1 General Duties: The general duties of each Employee shall include those activities within the Employee's work classification which may be from time to time assigned by the Employer, provided however, an Employee shall receive reasonable notice of any change in the work schedule.
- 5.2 Work Year: The work year shall coincide with the student attendance year, except as modified in Section 5.4, and shall be consistent with break periods, holidays and vacations as listed in this Agreement. Teaching assistants shall attend all negotiated teacher professional development days for the purposes of professional development. Work year will be 165 days plus 5 professional development days.
- 5.3 Work Week: The work week for all bargaining unit members shall be between Monday and Friday.
- 5.4 Work Day: The work day for all Employees shall be the regularly scheduled hours as determined by the superintendent in each position provided however, that a unit member's hours shall not be reduced except as set forth in Article 6 – Layoff and Recall. Teaching assistants will be paid to work during non-student time if approved by the superintendent.
- 5.5 Breaks: Each Employee shall be granted one 10 minute paid break period. Teaching Assistants shall receive an unpaid lunch period of thirty (30) minutes as established by the work schedule. If lunch is interrupted due to an emergency, the employee will receive additional minutes, equal to those used in the emergency, for finishing the lunch break.
- 5.6 Special Needs Instruction: The Employer will provide paid training/instruction to facilitate the updating of information regarding special needs students.
- 5.7 Schedule Modification: The Employer may alter the work schedule to the extent the Employer determines necessary to comply with:
  - A. Applicable local, state, or federal laws or regulations.
  - B. The availability of utilities.
  - C. For other circumstances beyond the control of the Employer.
  - D. As deemed necessary by the Employer.

## Article 6

### Layoffs and Recall

- 6.1 Determination: If the Employer determines that the number of Employees is in excess of its current requirements or if other Employee skills are required, the Employer shall have the right to reduce the number of Employees to eliminate or consolidate positions, or reduce hours.
- 6.2 Layoff Procedure: The layoff shall be subject to the following guidelines:
  - A. The least senior Employee in a classification shall be the first, provided, however, that the Employer shall have determined that there are qualified Employees remaining to meet the Employer's requirements. The Employee shall be provided at least twenty (20) days notice prior to the effective layoff date.
  - B. The Employer may offer an Employee part-time or shared-time employment in lieu of layoff.
  - C. Compensation and fringe benefits shall be suspended during any layoff.
- 6.3 Recall Procedure: Recalls shall be subject to the following guidelines:
  - A. It shall be the responsibility of each Employee to notify the Employer of any change of address or telephone number. The Employees address and telephone number as they appear on the Employer's records shall be conclusive. Notice of recall shall be by certified mail to Employee's last known address and a copy sent to the union president.
  - B. The recall of Employees shall be, in general, in the inverse order of which laid off, provided, however, the Employer shall not be required to recall an Employee in such order if the Employer determines that such Employee does not possess the qualifications necessary to perform the duties of the job to which the Employee will be assigned.
  - C. The Employer shall give an Employee a minimum of seventy-two (72) hours notice of recall except as an emergency may require a shorter recall time. If any Employee has taken other employment and is reasonably unable to terminate such employment within the recall period, the recall period shall be extended for not more than ten (10) days. If an Employee fails to report for work except as herein provided, the Employee shall be considered a voluntary quit.
  - D. The obligation of the Employer to recall a laid off Employee shall terminate fourteen (14) months following layoff.
- 6.4 Union Notice: The Employer shall notify the Union of each layoff and recall. The decision of the Employer shall be binding unless the Union shall object in writing within five (5) days. Any objection by the Union must include the name of the Employee or Employees which the union claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Union's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Union's claim, the decision of the Employer shall remain in effect pending a dispute resolution procedure decision starting with the Formal Conference Step. Any dispute resolution remedy shall be limited to implementing the proper layoff or recall unless it is determined that the Employer acted in bad faith.



## Article 7

### Authorized Absence

- 7.1 **Interpretation:** Since the absence of an Employee generally has an adverse affect on the quality of the Employer's educational program, imposes increased responsibilities on other Employees and increases costs, it is the responsibility of each Employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an Employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an Employee in a manner consistent with the requirements of the educational program and the provisions of this article shall be so applied and interpreted.
- 7.2 **Sick Leave:** One (1) sick day for each month worked shall be granted accumulating to eighty (80) days. Sick leave may be used for:
- A. Any physical or mental condition which disables an Employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other Employer. Sick leave may be used for a disability resulting from pregnancy.
  - B. Any communicable disease which would be hazardous to the health of the students, Employees or other persons using the facilities of the school district.
  - C. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the Employee's work time.
  - D. Wellness Incentive: An Employee shall be entitled to a wellness incentive based upon the number of days taken during the year according to the following:

No sick days used	= \$200.00
One (1) sick day used	= \$100.00
Two (2) sick days used	= \$50.00
  - E. When a teaching assistant with a minimum of twenty (20) years of experience in Colon Community Schools voluntarily terminates their employment with the schools via a written resignation with at least a thirty (30) day written notice, the unused sick days will be converted to vacation days at an exchange rate of four (4) unused sick days equal to one (1) vacation day paid at the current substitute teaching assistant rate.
- 7.3 **Funeral Leave:** Family funeral leave shall be used to attend the funeral and/or participate in usual bereavement activities. The first three (3) days shall not be charged to sick leave for a family member's funeral. Two additional days charged from sick leave may be granted for a family member's funeral without a deduction from wellness incentive.
- A. Family Funeral Leave is intended for the death of the Employee's spouse, parent, Employee's spouse's parent, child, sibling, grandparent, or grandchild.
  - B. Non-family Funeral Leave is intended for relatives or persons whose prior relationship to the Employee would be sufficient to warrant the attendance of the Employee at the funeral and may be deducted from sick leave, capped at three (3) per year. Use of up to two (2) days of unpaid funeral leave may be taken without a deduction in the wellness incentive.
- 7.4 **Business Leave:** Employees are entitled to one (1) business leave day, not chargeable against sick leave, subject to the following limitations:
- A. Business leave days are non-cumulative and must meet the following criteria:
    - 1. Business means an activity that requires the Employee's presence during the workday and is of such a nature that it cannot be attended to at the conclusion of a work day, or on weekends.
    - 2. Certain types of family obligations, i.e. weddings birth, graduation exercises, legal commitments, religious observances, unusual circumstances relating to professional growth and emergencies are considered to be justification for the use of business leave.
  - B. An application for business leave, containing the reason for the request, must be submitted to the administration in writing at least two (2) days in advance (except in the event of an emergency when a shorter notice may be acceptable.)
  - C. A business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year except in an emergency.
- 7.5 **Military Leave:** An Employee shall receive such military leave rights as required by state or federal law.
- 7.6 **Jury Duty Leave:** An Employee shall be entitled to leave with pay, less any fees paid for jury service, provided however, that if the Employer determines that the absence of an Employee will materially interfere with the work schedule, the Employer shall have the right to request that the Employee be excused or have such service rescheduled to a time which does not conflict with the discharge of responsibilities. If an Employee is subpoenaed as an Employer witness, he/she shall not suffer any loss of pay for work time lost thereby. The Employee shall return to the duties whenever attendance in court is not required.
- 7.7 **Family Medical Leave:** A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined the Federal Family and Medical Leave Act ("FMLA") of 1993, shall be granted to any non probationary Employee who has worked a minimum 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:

1. The birth or placement for adoption or foster care of a child.
2. Because of a serious mental or health condition of a spouse, son, daughter, or parent of the Employee (as defined in the FMLA of 1993).
3. Because of the Employee's own serious health condition.
4. The care of a child under the age of 18, or an older child, incapable of self-care because of a mental or physical disability.

If the leave is taken for medical reasons, the school may require medical certification pursuant to the FMLA.

If the option of the Employee and with the Employer's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the Employee or the prescribed family members. In that event, an Employee may be transferred in order to better accommodate recurring periods of leave.

The Employer shall continue all health benefits during the twelve (12) week leave. 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, other circumstances beyond the Employee's control, or the extension of the unpaid leave, the School shall have the right to recover all premium payments made during the unpaid leave interval.

The Employer shall require the Employee to utilize paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave where otherwise authorized by this Agreement or as additionally authorized by the Superintendent. Unpaid leave may be authorized by the Superintendent. Use of unpaid leave of absence shall not disqualify the Employee from the Wellness Incentive.

7.8 **Humanitarian Leave:** A humanitarian leave is intended to permit the compensated or uncompensated authorized absence for reasons not otherwise set forth herein. A humanitarian leave may be used for health emergencies of the staff member or an immediate family member. Uncompensated leaves less than thirty (30) days may be granted by the Superintendent. Uncompensated leaves greater than thirty (30) days and all compensated leaves must be granted by the Board of Education. In determining whether to grant any such leave, the Employer shall consider:

- A. The staffing needs and other requirements of the Employer;
- B. The quality of the Employee's prior service;
- C. The probability that the Employee will continue employment with the Employer;
- D. The length of service of the Employee;
- E. The purpose or purposes of the leave.

7.9 **Leave Administration:**

7.91 **Notice:** An Employee shall give the Employer notice of his/her desire to be granted a leave as soon as he/she is aware that leave will be required so that the Employer will have the maximum time to provide for the Employee's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required.

7.92 **Leave Limitations:** all leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer.
- B. An Employee may be required to disclose the use of a leave day.
- C. Leaves shall be taken in one (1) day increments.
- D. The time for the departures and return of an Employee, except for personal illness, a family death or an emergency, shall be coordinated with the staffing needs of the Employer.
- E. The maximum leave of absence is one (1) year for an Employee's serious illness. Any extension must be approved by the board of education. If the Employee is able to return after one (1) year they may apply for any vacant position for which he/she is qualified.
- F. No payment for unused leave shall be made.

7.93 **Leave Denial Procedure:**

7.931 **Leave Denials:** A leave request may be denied in accordance with the following guidelines:

- A. A leave request may be denied if the request does not comply with the leave provisions.
- B. A leave for other than personal illness or a family death may be denied if the Employee has failed to make adequate provision for the discharge of his/her employment duties during the absence.
- C. A business leave may be denied if the Employer is reasonably unable to obtain an adequate substitute for the Employee on the date requested.

7.932 **Denial Explanation:** If a leave request or compensation for a compensated leave is denied, the Employee shall have the right to receive a written explanation.

7.94 **Written Records:** Leave requests shall be made in writing on forms furnished by the Employer. The leave terms shall be in writing and approved by the Employer and the Employee prior to the commencement of a leave. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of an Employee to file a written request.

- 7.95 Verification:
- A. The Employee shall have the responsibility of verifying eligibility for leave and any benefits due.
  - B. If the Employer determines that an Employee knowingly withheld or misrepresented material information concerning the purposes of the Employee's eligibility for leave or for any leave benefits, the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due, or to be due, under this Agreement.

## Article 8 Grievance Procedure

This Article sets forth a dispute resolution procedure to minimize the occurrence of disputes and to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement.

- 8.1 **Resolution Representatives:** Each party shall designate a representative to administer the contract. The representatives shall meet at least monthly and shall seek to identify problem areas and resolve conflicts.
- 8.2 **Definition:** A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A written claim under this Article shall include:
- A. An identification of the claimant(s);
  - B. The facts upon which the claim is based;
  - C. The applicable portion(s) of the Agreement allegedly violated;
  - D. The specific relief requested;
  - E. The date of the claim; and
  - F. The signature of the claimant.
- 8.3 **Hearing Levels:**
- A. **Informal Level:** When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor within ten (10) days of the incident in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
  - B. **Formal Level 1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the Grievant(s) and the Union.
  - C. **Formal Level 2:** If the Union is not satisfied with the disposition of the grievance at Level 1, the grievance shall be transmitted to the Superintendent. Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within ten (10) days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the Grievant(s).
  - D. **Formal Level 3:** If the Union is not satisfied with the disposition of the grievance at Level 2, the Grievance shall be transmitted to the Board of Education within ten (10) days of the Superintendent's decision. The Board shall meet with the grievant concerning the grievance, and issue its response within fifteen (15) days of the meeting.
  - E. **Formal Level 4:** If the Union is not satisfied with the disposition of the grievance at Level 3, the parties may request within ten (10) days of the Board's decision, a State Mediator through the Michigan Department of Consumer and Industry Services, Bureau of Employment Relations to listen to the Grievance concern and to recommend possible solutions.

Mediation shall be conducted in accordance with such rules as may be established by the mediator provided that the mediator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal state law or regulation.

If the parties are unable to resolve the dispute with the assistance of the mediator and if the mediator determines that the failure to resolve the dispute will have significant adverse consequences on the relationship of the parties or the quality of the educational program, the mediator shall have the authority to make a decision.

The decision of the mediator shall be final unless a rehearing request is filed with the court of competent jurisdiction within 60 days for the receipt of mediator's written decision. The rehearing shall be both as to the facts and the law, unless the parties otherwise agree.

If no request is made, the decision of the mediator shall be enforceable by a court of competent jurisdiction.

- 8.4 **Miscellaneous Conditions:**
- A. The term "days" when used in this Article shall mean work days. Or during the summer recess, days shall mean when those days on which the Administrative offices are open.

- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
  - C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure and shall so designate.
  - D. Withdrawals and Denials: Any claim or request for advancement to the next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn, except that any time limitation may be extended by mutual written agreement between the parties.
- 8.5 Exclusions: The Grievance Procedure shall not apply to:
- A. Any provision of this Agreement which contains an express exclusion from this procedure.
  - B. Any claim or complaint of a probationary Employee.
  - C. Any claim which involves the substance of an Employee's evaluation or job description or content.
- 8.6 Provisional Relief: A party may at any state of the proceedings provisionally grant in whole or in part the relief requested by claimant. Neither a provisional grant of relief nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

**Article 9  
Compensation and Benefits**

- A. Compensation:

Salary Schedule

	10/11	11/12	12/13
First Year	\$8.62	\$8.71	\$8.80
Second Year	\$9.09	\$9.18	\$9.27
Third Year	\$9.96	\$10.06	\$10.16
After 7 Years	\$10.65	\$10.76	\$10.87
After 10 Years	\$10.96	\$11.07	\$11.18
After 15 Years	\$11.16	\$11.27	\$11.38

- B. Step increase will occur only at the beginning of the school year, i.e., an Employee that starts the first semester will advance to the next salary step. Employees that start during the second semester would be on the same step the following school year.
- C. Longevity Pay: After fifteen (15) years of continuous service, an Employee will receive longevity pay in the amount equal to two and one-half (2 ½) percent of their annual base salary. This amount will be paid on the first payday in December.
- D. Health and Medical Insurance: The Board will contribute up to one-hundred five (\$105.00) dollars per month for twelve (12) months toward the purchase of catastrophic health insurance, insurance options for Employees requiring such insurance, or utilize this money to invest in a tax sheltered annuity with one of the District's approved carriers.. The Board has the authority to select the insurance carrier for such insurance. The Employee shall be responsible for any remaining insurance premium cost subject to either payroll deduction or by prepayment each month. Teaching Assistants will remain at this payment level unless the district has a ten (10%) percent fund equity or more based on the state 2011/2012 audit. If the district has at least a ten (10%) fund equity then teaching assistants will be paid at one hundred ten (\$110.00) dollars per month for the 2012/2013 year with any retroactivity payments to be made following the auditor's report.

## Article 10

### Evaluations

All evaluations shall be reduced to writing and a copy given to the Employee. If the Employee disagrees with the evaluation, he/she may submit a written response, within ten (10) days of receipt, which shall be attached to the file copy of the evaluation in question.

If a supervisor believes an Employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the Employee is to improve. The Employer shall develop an evaluation form in consultation with the union president or his/her representative.

## Article 11

### Holiday Pay

One (1) day of Thanksgiving holiday shall be paid.

Two (2) days of Christmas holiday shall be paid.

If the employee has used less than four (4) sick days from the beginning of the work year to the last work day in December, the employee has the option to use one (1) sick day for payment of one (1) day of extra holiday pay over the Christmas holiday. The employee will turn in a sick leave form prior to the Christmas holiday break with a day selected during the break. This selection does not affect their wellness payment.

## Article 12

### School Closure/Dismissal

12.1 School Cancellation After Opening: If school is canceled after Employees have reported for work or after students have reported, Employees shall be dismissed immediately after such cancellation and excused from work with no loss of pay.

12.2 School Cancellation: If school is closed due to adverse weather or other conditions preventing the attendance of students, the Employer shall permit the Employee to schedule their make-up as selected by the employee on the Work Schedule Selection in Appendix A and A1.

## Article 13

### Vacancies, Transfers and Promotions

13.1 The Employer shall have the right to transfer or promote Employees. The following procedure shall be observed, namely:

- A. Notice: Notice of the availability of a position shall be posted on Employee bulletin boards within five (5) days and shall remain posted for five (5) days. Applications shall be accepted during the posting period.
- B. Selection: The parties recognize the desirability of placing each Employee in a position which will most effectively use the Employee's skills and experience while providing for the Employer's staffing needs. Additionally, it shall be the practice of the Employer to consider qualified internal candidates for vacant positions prior to selecting external candidates. Accordingly, the Employer shall use the following criteria in filling vacancies:
  1. The applicant's prior work history.
  2. The qualifications, skills, and abilities of the applicant compared to other candidates, both for the position to be vacated and the position to be filled;
  3. The benefits to be derived by the applicant and by the Employer in making the assignment; and
  4. An Employee's length of service with the Employer.
- C. Summer Postings: Any vacancy posting that occurs during the summer recess will be mailed to the teaching assistants.

13.2 Trial Period: Each transferred or promoted Employee shall be placed in a trial status. The trial period shall expire at the end of 60 calendar days provided that at least 30 work days of probation have been served while school is in session. If the Employer determines during the trial period that the Employee is not performing satisfactorily the Employee shall be allowed to return to his/her position on a non-trial status, provided it is vacant.

13.3 Other Transfers or Promotions: Nothing herein shall limit the right of the Employer to temporarily transfer or promote an Employee for a period of not to exceed 90 work days if in the opinion of the Employer such Employee is the most qualified.

13.4 Jobs and Classification: The Employer may establish, modify, or eliminate existing classifications or positions, and create such new or revised job descriptions, specification, classification and rates of pay as may be appropriate provided that such action is not directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised classification or position. The Employer shall meet with the Union upon establishment of any new or changed job for the purpose of negotiating the rate and classification.

## Article 14

### General Provisions

- 14.1 **Notices:** Any written notice given pursuant to the Agreement shall be addressed and delivered as follows:
- A. Employer Office of the Superintendent  
400 Dallas Street  
Colon, MI 49040
  - B. Union Michigan Education Association  
5600 Portage  
Kalamazoo, MI 49002
  - C. Employee As set forth in the records of the Employer
- 14.2 **Entire Agreement:** The Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Employer 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.
- 14.3 **Interpretation:** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to negotiate such invalidated provision.
- 14.4 **Captions:** Captions are included for convenience of reference and shall not modify in any way the provisions contained herein.
- 14.5 **Definitions:** As used in this Agreement, the words and phrases shall have the following meanings:
- A. "Day" means a calendar day except Saturday, Sunday or a scheduled holiday of vacation period occurring during the work year. During summer recess, day means a regular business day, excluding holidays and weekends.
  - B. "Emergency" means a sudden, unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
  - C. "Employment Year" means the period from July 1 to June 30<sup>th</sup> of the following year.
  - D. The masculine gender includes the feminine gender.
  - E. "Party" means the Employer or the Union.
  - F. "School Year" means the period beginning when students are first required to attend through the final day of student attendance.
  - G. "Work Year" means the period beginning when Employees are first required to attend through the final day of Employee attendance.
  - H. "Substitute" shall be defined as an employee who is temporarily employed to fill a permanent bargaining unit assignment as defined in section 1.1 while the regularly assigned bargaining unit member is absent, on an approved leave of absence, resigned and filled as per 13.1 A.
- 14.6 **Right to Modify:** The rights of either party or of an Employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, modify any provision of this Agreement in a subsequent agreement and any benefit in this Agreement shall be subject
- 14.7 **Subordination:** Any individual contract or letter or agreement between the Employer and an Employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 14.8 **Employee Copies:** The Employer shall give a copy of this Agreement to each Employee who is employed in the bargaining unit during the term of this Agreement.
- 14.9 **Scope, Waiver and Alteration of Agreement:** 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 Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to this Agreement even though such subjects or matters 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. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.
- 14.10 **Effective Date and Termination:** This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

\_\_\_\_\_  
CIESPA/SMEA/MEA/NEA

\_\_\_\_\_  
Colon Board of Education

\_\_\_\_\_  
SMEA 05EG UniServ Representative

\_\_\_\_\_  
Colon Board of Education

2011/2012 School Year  
Teaching Assistant  
Work Schedule Selections

I, \_\_\_\_\_, request not to be included in :

(Please Print)

\_\_\_\_\_ Professional Development Days, unless assigned by my principal.

\_\_\_\_\_ Cancellation Day Make Up: I understand that I will not be paid for cancellation days.

I, \_\_\_\_\_, request to be included in receiving a full year retirement service credit.

\_\_\_\_\_ Make-up within 30 days as defined in Appendix A. (See attached guidelines.)

\_\_\_\_\_ To be made up at the end of the instructional year.

\_\_\_\_\_  
Teaching Assistant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CIESPA President or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Director

\_\_\_\_\_  
Date



Teaching Assistant  
Cancellation  
Make Up Within 30 Days

If a teaching assistant is interested in making up time for paid cancellation days the following process will be utilized:

1. Teaching Assistants will discuss times and assignments for make up with the building principal.
2. Make up times will be logged using a separate time card marked with the date of the snow day missed and the employee name.
3. The employee will punch out as regularly scheduled on the regular time card.
4. The employee will punch in using the dated snow day make up card and punch out using this same card.
5. When the hours normally worked per day are made up on the make up card, sign and turn the card in to the principal.
6. Make up time can not be offered if it exceeds 40 hours per week.
7. All make up work must be completed within 30 calendar days or the employee will have a deduction for the hours not made up.
8. If an employee does not have enough hours to cover the deduction the employee will be billed for the over payment for the cancellation day.

2011-2012  
Teaching Assistants Selection of Benefits

The Board of Education provides a total of one hundred five dollars (\$105) per month towards an insurance purchase and/or towards an annuity payment.

As an employee I am selecting to have this provided as selected below:

\_\_\_\_\_ Catastrophic Insurance Coverage -\$105.00

**OR**

\$\_\_\_\_\_ per month for the following insurance options:

- \_\_\_\_\_ Life Insurance—See Attached Sheets for Plans and Rates
- \_\_\_\_\_ Group Survivor Income Insurance—See Attached Sheets for Plans and Rates
- \_\_\_\_\_ Group Supplemental Life Insurance—See Attached Sheets for Plans and Rates
- \_\_\_\_\_ Short-term Disability— See Attached Sheets for Plans and Rates
- \_\_\_\_\_ Long-term Disability— See Attached Sheets for Plans and Rates
- \_\_\_\_\_ Aflac— See Attached Sheets for Plans and Rates

\$\_\_\_\_\_ per month for annuity payment with the one (1) vendor selected below:

- \_\_\_\_\_ AIG Valic
- \_\_\_\_\_ American Funds
- \_\_\_\_\_ Ameriprise Financial Services
- \_\_\_\_\_ Farm Bureau Insurance
- \_\_\_\_\_ Lincoln Financial Group
- \_\_\_\_\_ Modern Woodmen of America

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date