

**AGREEMENT BETWEEN  
CAPAC COMMUNITY SCHOOLS BOARD OF  
EDUCATION  
*AND THE*  
CAPAC SCHOOLS SERVICE ASSOCIATION  
FOR SCHOOL YEARS  
2023 - 2026**

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This agreement was entered into this 1st day of July, two thousand twenty-three by and between the Board of Education of the Capac Community School District (Board) and the Capac School Service Association MEA/NEA (Union or Association) and is effective from July 01, 2023, through June 30, 2026.

## **ARTICLE I RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Capac Board of Education hereby recognizes the Capac School Service Association, MEA/NEA as the sole and exclusive representative for the purpose of collective bargaining with respect to the rate of pay, hours of employment, and/or other conditions of employment for the term of this agreement of all employees included in the following classifications: Secretaries, paraprofessionals, and all custodial/maintenance employees.

## **ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board covered in Article I shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective professional negotiations with the Board, or the members' decision to refrain from association members.
- B. The Association shall be allowed the use of school buildings for meetings without cost to the Association. The Association will submit its request through a building request form following established board policy.
- C. The Association shall be allowed the use of inter-school mail or emails for the circulation of publications and releases. However, the Association is responsible for any postage payment obligation.
- D. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner that is not arbitrary, discriminatory, and without regard to race, creed, religion, color, national origin, sex, or marital status.
- E. The Board agrees to furnish the Association in response to reasonable requests for available information concerning the financial resources of the district and such other information which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association.
- F. The Association, upon application and approval by the superintendent, shall be granted up to five (5) days per year release time for handling Association business, without loss of salary or benefits to the authorized representative. The Association agrees to pay substitute costs and retirement costs incurred by the Board of Education.

- G. Each CSSA member will be given a complete job description. A complete file of all bargaining unit job descriptions will be given to the CSSA Secretary and any additions, revisions, or deletions in the job descriptions will be given to the secretary within two (2) weeks of said change.
- H. The Board agrees to paid release time for the negotiation team if their work schedule conflicts so as not to allow a schedule of meetings during their off-duty time.

### **ARTICLE III MANAGEMENT RIGHTS**

- A. The Board, on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during the course of their normal day.
  - 2. To hire all employees and subject them to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion.
  - 3. To determine work schedules for hours of employment and the duties, responsibilities, and assignments of employees with respect thereto and work assignments and terms and conditions of employment consistent with the terms of this master agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of regulations and practice and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by this agreement's specific terms and then only to the extent its specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreement or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to the agreement.

### **ARTICLE IV PROBATIONARY PERIOD**

Newly hired employees into this bargaining unit shall undergo a probationary period of ninety (90) workdays. After 90 working days probation period, the employee will get a pay increase reflected on the salary schedule. The employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of the day of hire by the Board of Education. New employees shall be eligible for leave days following thirty (30) working days of the probationary period, and fringe/health benefits beginning the first of the month following thirty (30) working days of the probationary period. During the probationary period, the Board shall have unlimited discretion regarding the employee's continuation of employment. Leave days get prorated to the date the employee was hired. Any leave time, excluding the use of available sick days with documentation from a licensed medical provider, but including personal business days, paid or unpaid, taken during the probationary period shall extend the probationary period by the same amount of time.

**ARTICLE V  
WORKING CONDITIONS**

- A. The Board shall make available use of staff facilities (lunchroom, restroom, and lavatory) in each school for use by employees to the extent of existing facilities.
- B. Telephone facilities will continue to be made available to employees for work-related use. Employees must record all long-distance calls and submit them to their supervisor.
- C. The district will pay for any uniforms or special clothing that it mandates employees of this unit to wear.
- D. Supervisors shall not be used at any time to displace employees regularly employed in the bargaining unit, except in temporary emergencies (i.e. security issues, and/or unavailability of subs).

**ARTICLE VI  
ATTENDANCE AND PHYSICAL EXAMS**

- A. Employees are responsible for reporting their absence by calling an assigned number at least one (1) hour prior to the starting time of their assignment.
- B. Physical examinations, if required by the Board of Education or by law, shall be made at Board's expense by a physician appointed by the District. Personnel within the bargaining unit shall be required to have a tuberculin skin test as required by law. Such testing shall be completed by the employee, through the services of the St. Clair County Health Department. However, if an individual unit employee receives such a test from his/her physician, reimbursement shall not exceed the established maximum cost of similar services as determined by the St. Clair County Health Department.

**ARTICLE VII  
PROBLEM-SOLVING MEETING**

- A. Problem-solving meetings shall be held between representatives of the Board and the Association when requested.
- B. The purpose of these meetings will be to review the administration of the agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. All meetings between the parties should be scheduled to take place as promptly as possible at a time when the employees involved are free from assigned responsibilities. The rescheduling will take place within ten (10) days of the request from the Association or the Board of Education.
- D. All requests for meetings will be made directly between the building principal or superintendent and the Association President. They will mutually develop the time, place, and agenda for such a meeting.

**ARTICLE VIII**  
**VACANCIES, TRANSFERS, & PROMOTIONS**

A. A vacancy shall be defined as a newly created position or a present position that is open as a result of a transfer, promotion, resignation, retirement, or termination; It is understood and agreed that as positions become available through attrition individuals hired may be contracted through a third-party vendor and not be members of the bargaining unit with the exception of instructional aides. Management will determine if a position is to be filled or left vacant. A contested position may be filled on a temporary basis. School-year positions that become vacant in the fourth quarter of the school year may be filled by a substitute for the remainder of the school year. All vacancies shall be posted within two (2) weeks after the position has been vacated. Once a posting is made, should any information in the posting be required to change, a new posting shall occur. All positions shall be posted for a duration of seven (7) workdays and shall include the following information:

1. Title and Classification
2. Wage Schedule
3. Job Description (if available)
4. Hours and Length of Position
5. Minimum and Special Qualifications

The employer shall notify the union president of vacancies occurring during the summer months via email. Positions shall be posted for a duration of two (2) weeks during the summer months.

- B. Interested employees may apply in writing to the superintendent, or designee, within the posting period. Interviews shall be granted within ten (10) workdays to applicants from the bargaining unit. Interviews shall cease upon the selection of a candidate for the posted position. The notification shall be made to the selected applicant and to those not selected within five (5) working days after the effective close of the interview period.
- C. All new employees may be required to successfully pass skill tests as determined by the Board or Board designee, prior to assignment to a position. All employees shall possess the skills and qualifications necessary for a specific position as defined in the position posting and/or job description. Persons hired into the school system may be given credit for outside experience at the discretion of the superintendent.
- D. Vacancies may be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply for the vacancy it may then be filled with the most senior qualified applicant from other classifications unless the qualifications of less senior applicants are substantially superior. This shall not prohibit the district from filling vacancies from outside the district should no qualified applicants from within the district apply. In addition, this shall not prohibit the district from electing not to fill a vacancy.



- E. Transfers, normally, shall be on a voluntary basis and shall be based on seniority. However, the Board and the Association recognize that there may be a need for an involuntary transfer. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause. Reduction in force shall be considered just cause for involuntary transfers. The superintendent shall discuss the proposed transfer with the employee involved and any objections by the employee shall be considered. The employee shall be given ten (10) workdays' notice of any involuntary transfer. Employees shall not be placed on a lower step on the wage scale due to transfer.
- F. The Employer shall give the promoted or transferred employee the necessary instruction to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate the ability to perform the work required during the thirty (30) day trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. One (1) lateral transfer per school year will be allowed.
- G. Promotions shall be defined as increasing an employee's classification and/or compensation within the bargaining unit. The Board encourages employees to apply for promotions. Promotions are based on qualifications and seniority in the bargaining unit. Qualifications shall be based on training, experience, ability to perform the job, past performance evaluations, and relevant work/personal experience. An employee who is promoted shall retain all seniority rights and benefits, and shall not be required to repeat the probationary period.
- H. The Board shall have the sole responsibility of promoting employees to positions outside the bargaining unit as defined in the Recognition Article of this Agreement. Bargaining unit employees may apply for and shall be considered along with other applicants for excluded positions.
- I. Any employee involuntarily transferred due to a reduction in force from a bargaining unit position to an excluded position and later returned to a bargaining unit position shall retain such rights he/she may have had under this Agreement prior to such transfer if the employee's previous position or a substantially equivalent position is available. This includes bargaining unit seniority but excludes time spent out of the bargaining unit. No non-bargaining unit employees shall be allowed to transfer to a bargaining unit position if bargaining unit members are on layoff status or if such transfers would result in the layoff of a bargaining unit member.
- J. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the first-year non-probationary rate. An employee's pay rate or benefits shall not be reduced as a result of any temporary change in duties.
- K. Employees who voluntarily transfer to another classification shall be placed on Rem. 1st Year step of the new classification. Should the employee's current hourly rate exceed the (Remainder) Rem. 1st Year of the new classification, the employee shall remain at his/her current rate for the duration of the contract year.

## **ARTICLE IX 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 date hired by the Board of Education. In the event that more than one individual employee has the same hire date, the position on the seniority list shall be determined by casting lots in the presence of the Association President and an administrative representative.
- B. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their date hired by the Board.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her total seniority within the bargaining unit. The second shall reflect his/her seniority within his job classification. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments.
  - 1. Secretary
  - 2. Paraprofessional
  - 3. Custodial/Maintenance
- D. Employees who accept district positions outside the bargaining unit shall not accumulate additional seniority in the CSSA bargaining unit but shall retain previously earned seniority as a member of the bargaining unit.
- E. Seniority shall commence on the date of hire by the Board in a position covered by this agreement. The employer shall prepare a seniority list which shall be attached hereto as Appendix A. The employer shall prepare a revised and updated seniority list annually. A copy of the seniority list and the revised updated list(s) shall be furnished to the Association.
- F. Termination of Seniority - An employee's seniority shall terminate upon the occurrence of any of the following:
  - 1. Voluntary resignation.
  - 2. Discharge for a reason that is not arbitrary and capricious.
  - 3. Failure to report for work upon recall from layoff.
  - 4. Retirement.
- G. The Association Secretary/Treasurer shall be notified in writing of all new bargaining unit employees (noting name, date, level, and step of employment).

## **ARTICLE X REDUCTION IN PERSONNEL**

- A. If it becomes necessary for a layoff, the following procedure will be mandatory in each classification:
  - 1. Probationary employees will be laid off first.
  - 2. Employees will be laid off according to seniority. Those with the lowest seniority will be laid off first.

3. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Association shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. The Association will bear the costs of reproducing materials.
  4. Reduction shall be by classification with no cross bumping. No bumping shall be permitted from one classification to another.
- B. Employees whose positions have been eliminated due to a reduction in the workforce or who have been affected by a layoff shall have the right to bump a less senior employee within their classification.
  - C. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the employer gives five (5) working days written notice of the affected employee(s).
  - D. Laid-off employees shall have their classification insurance benefits continued for one month. Laid-off employees may then continue their classification's insurance benefits (subject to the rules of the carrier) for a period of one (1) year or longer if required under C.O.B.R.A. by paying one (1) month in advance the monthly per subscriber group rate premium for each month's coverage.
  - E. Recall procedure. If the workforce is increased after a layoff, employees will be recalled in reverse order as those laid off. In no case shall a new employee be hired for a position while there are laid-off employees qualified for that position. Laid-off personnel shall be retained on the lay-off list for a period not to exceed 2 years.
  - F. An employee on the recall list may refuse to accept a position in a classification lower than the classification held at the time of reduction. However, refusal to accept a position within the same classification shall not be permitted and will cause no further obligation or responsibility of the Board to the employee or Association.
  - G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on 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 the date the notice was mailed 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. If an employee fails to report to work within ten (10) days from the date of mailing notice of a recall, she/he shall be considered quitting.

## **ARTICLE XI RESIGNATION AND RETIREMENT**

- A. All employees shall give a two (2) weeks written notice of resignation to the immediate supervisor, with a copy to the superintendent. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless special permission is granted by the superintendent or his designee.

- B. When employees leave the District, it is expected that all keys will be turned in to their immediate supervisor. If the employee does not have keys in their possession, a lost key statement will be written and signed by the employee and the cost of replacing the lost keys will be deducted from the employee's final paycheck.

## **ARTICLE XII DISCIPLINE, DEMOTION, AND DISCHARGE**

- A. Non-probationary employees will only be disciplined or discharged for reasons that are not arbitrary and capricious and after due process. Probationary bargaining unit employees may be disciplined or discharged at will. Progressive discipline will be followed unless the nature of the misconduct is such that more harsh discipline is warranted. Employees may be disciplined for violation of the terms of this agreement or reasonable employee work rules. Disciplinary action or measures shall be corrective in nature and consist of the following:
1. Issue a verbal warning
  2. Issue a written warning to be placed in the personnel file
  3. Issue 1-3 days suspension with pay
  4. Issue 1-5 days suspension without pay
  5. If the behavior is not corrected, more severe suspensions may occur or the employee may be recommended for termination
- B. An employee shall be entitled to have a representative of the Union present during any meeting which leads or 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 of said possibility prior to the meeting.
- C. An employee will have the right to review the contents of personnel files 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. Obsolete materials in the personnel file may be presented to the Superintendent of Schools for consideration for removal.
- D. No materials, 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 and has been given a copy of said material. The employee may within ten (10) calendar days of receipt submit a written notation regarding the material and the same shall be attached to the file copy of the material in question.

## **ARTICLE XIII PROTECTION OF EMPLOYEES**

- A. Employees must report any on-the-job injury immediately to their supervisor. The employer will aid in expediting all workmen's compensation claims.
- B. Complaints by a parent, directed toward an employee, shall be called to the employee's attention if a permanent record is to be made of such a complaint.

- C. The District will first seek building-level volunteers before requiring a paraprofessional to administer specialized medical assistance requiring training (SMART). If a paraprofessional is required to administer SMART to students, the District will provide appropriate training and a witness will be provided for the SMART process. The District will further provide a plan of action for emergency situations, including the absence of the primary person responsible for specialized medical assistance. A paraprofessional who is required to provide SMART may appeal this requirement to the superintendent's designee. Written parental requests for any service must be accompanied by a written statement from a licensed medical provider as to the medical need for the service. Employees who are required to perform such services will receive an additional \$1.00 per hour.
1. Paraprofessional members of the CSSA bargaining unit will be compensated at a rate of \$1.00 per hour for paraprofessionals who are assigned a student who requires diapering accommodations. Diapering accommodations for a student must be required per the student's current IEP. If a student's IEP does not require diapering accommodations, members of the CSSA will not be required to perform diapering. In addition, it is agreed that the district will provide proper training for diapering accommodations, proper protective gear for paraprofessionals, along with proper facilities. Proper facilities should include an adequate diapering table, a private room with sufficient space, health/safety appropriate disposal equipment, and cleaning supplies. There will also be another adult present in the room, for the safety and well-being of the child, the paraprofessional, and the district.
- D. If a complaint is filed against an employee with the police department or an employee is sued as a result of action taken by the employee while in the performance of his/her regularly assigned duties which were performed properly, lawfully, and in accordance with Board policy and administration regulations, the Board shall refer the matter to its insurance carrier. It is further understood that the Board shall provide liability coverage totaling not less than 1.5 million dollars for employees.
- E. Employees shall exercise reasonable supervisory authority over the students.
- F. The District or designee shall immediately notify all employees whenever it makes a determination to evacuate a building when a bomb threat or other life-threatening communication exists.

#### **ARTICLE XIV GRIEVANCE PROCEDURE**

A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred-to days shall be school days.

**Step 1:** Within ten (10) days of the occurrence, the employee shall discuss the problem with the building principal.

**Step 2:** If an employee or the Association does not believe the problem has been resolved, within ten (10) days of the discussion with the principal the employee shall file a written grievance with the building principal or department supervisor and a written decision is required within ten (10) days.

**Step 3:** Within ten (10) days, if the employee or the Association believes the decision is incorrect or incomplete, the written grievance shall be transmitted to the superintendent or his designee. Within ten (10) school days, the superintendent or his designee shall meet with the employee or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the aggrieved employee and the Association.

**Step 4:** Within ten (10) days following the disposition of the superintendent, if the employee or the Association believes the decision to be incorrect or incomplete, the grievance may be submitted to the Board of Education. The Board or designated Board committee will review the grievance no later than the next regular meeting but not more than 31 days after submission of the grievance to the Board. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter.

**Step 5:** The Association may, within thirty (30) working days after receipt of the written reply by the Board, request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Association within thirty (30) days after written notice has been given to the Employer.

If the parties fail to agree as to the arbitrator, an arbitrator will be selected using the process established by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at no cost, to the other party,

**Expedited Arbitration** - Both parties to this Agreement may mutually agree to process a grievance at Step Five to expedited arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association. The conduct of the said hearing shall be controlled by its rules.

Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not disclosed to the other side by Step Four. Any grievance brought after the timelines outlined above or appealed after the timelines outlined above is considered abandoned and withdrawn.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

## **ARTICLE XV PAID LEAVES OF ABSENCE**

- A. **Sick Leave:** Secretaries and paraprofessionals will be credited with ten (10) illness or injury leave days at the beginning of each school year. Custodial/Maintenance will be credited with thirteen (13) illness or injury leave days at the beginning of each school year. Employees may accumulate a maximum of one hundred and twenty-five (125) sick leave days. If they have acquired more than 125 sick days as of the last day of school, each school year, they shall "sell" back to the District sick days over 125 days to be paid at \$50 per day.

1. The above sick leave may be used for illness or injury in the immediate family or the employee or spouse, Immediate family shall be defined as father, father-in-law, mother, mother-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, niece/nephew, grandparents, grandchildren, dependent step relations or a dependent of the employee's household. Such leave shall be charged against the employee's personal sick leave.
2. An employee may use her accumulated sick leave for illness or disabilities caused by or related to pregnancy or childbirth.

B. **Michigan Paid Medical Leave Act.** In accordance with Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year and work an average at least 25 hours per week during the immediately preceding calendar year.

- C. **Bereavement Leave:** At the beginning of each school year, each employee shall be credited with six (6) days to be used for deaths in the immediate family. Immediate family shall be defined as stated above in A. Employees may use two (2) funeral days (from the initial six) to be used for funerals other than immediate family.
- D. **Personal Days:** A maximum of two (2) non-review days (non-cumulative) will be allowed annually without loss of pay. Forms for requesting a non-review leave day will be available in the school offices. Non-review leave days shall not be granted for the first or last day of the student school year nor on the first working day preceding or following a vacation or holiday period unless it is approved by the Superintendent. Employees may choose to be paid for unused personal days or have them rolled into sick days' accumulation as stated in Article XV Section A.
- E. **Physical or mental examinations:** Upon recommendation of the superintendent, the Board may request an employee to submit to physical or mental examinations by appropriate specialists mutually chosen by the Board and employee to determine whether the involuntary sick leave is warranted.

- F. **A leave of absence** shall be granted for the time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend providing the proceeding is not labor connected with any labor dispute.
- G. **Jury Service:** A leave of absence shall be granted to an employee called for jury service. The Board will continue to compensate the employee at their current rate of pay for each day on which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The employee will reimburse the employer the amount of the jury duty pay less travel allowance and reimbursement of expenses paid by the court. Employees shall report for regular assignments when jury duty is one-half day or less.
- H. **Miscellaneous:** The superintendent may authorize absence from duty for reasons not covered in this agreement.

## **ARTICLE XVI UNPAID LEAVES OF ABSENCE**

- A. Any employee whose personal illness or injury extends beyond the period compensated may be granted up to a one (1) year leave of absence, with a licensed medical provider documentation, without pay. The District may request a second opinion from a mutually agreed upon licensed medical provider and paid for by the District. Unless required under the FMLA leave or another state or federal law, employees on an unpaid leave of absence are not eligible to receive District-provided insurance benefits during the leave.
- B. Leaves of absence of reasonable periods up to one (1) year may be granted for prolonged illness to immediate family in the household, or any other cause deemed appropriate by the Board.
- C. The employee shall give written notice to the superintendent thirty (30) days prior to the end of the granted leave of either his/her intention of returning or request for an extension of the leave. The extension within the one (1) year period may be granted upon recommendation of the superintendent and approval by the Board.
- D. Upon expiration of an unpaid leave of absence, the employee shall be restored to his/her former position if it is available or to the first available position for which he/she is qualified, Seniority and pay level previously earned shall be retained upon return from such leave but shall not accumulate during leave time.
- E. The Family and Medical Leave Act of 1993 (FMLA) provides up to 12 weeks of unpaid, job-protected leave to employees who have worked for the District for at least one year (and 1,250 hours of employment over the previous 12 months). The employee will substitute accumulated sick leave for unpaid leave under this law.
  - 1. Upon 30 days prior to application, or in an emergency situation, FMLA leave must be granted for any of the following reasons: 1. to care for the employee's child after birth or placement for adoption or foster care. 2. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or 3. for a serious health condition that makes the employee unable to perform the employee's job.
  - 2. The District reserves the right to require medical documentation supporting such requests and may also, at District expense, require second or third opinions and fitness for duty report to return to work.



3. The District Business Manager will provide upon request a detailed copy of your specific rights under this Federal law.
4. An employee on FMLA leave must pay the employee contribution towards health insurance benefits, once all other leave days have been exhausted the employee will be responsible for the full premium (under COBRA), to the District on a timely basis or forfeit District-provided health insurance.

**ARTICLE XVII  
INSURANCE**

The Board shall provide insurance coverage comparable to the following:

BENEFIT	CUSTODIAN, SECRETARIES	PARA-PROS (FULL-TIME)	PART-TIME Employees
HEALTH	MESSA CHOICES II 10/25/50 co-pay	The amount equal to the single subscriber toward MESSA CHOICES II	N/A
RX	MESSA Choices II RX Plan 10/20 co-pay OR MESSA ABC Plan 1 (HSA) MESSA ABC Rx Plan	MESSA Choices II RX Plan 10/20 co-pay OR MESSA ABC Plan 1 (HSA) MESSA ABC Rx Plan	
DENTAL	SET/SEG ULTRADENT B (80/80 with incentive)	SET/SEG ULTRADENT B (80/80 with incentive)	SET/SEG ULTRADENT B (50/50 with incentive)
VISION	SET/SEG ULTRA VISION PLAN II	SET/SEG ULTRA VISION PLAN II	SET/SEG ULTRA VISION PLAN II
LIFE	\$40,000 AD&D	\$40,000 AD&D	\$40,000 AD&D
CASH IN LIEU OF HEALTH	\$800	\$800	N/A
OTHER	Holidays as defined in Article XX.	Holidays as defined in Article XX.	Holidays as defined in Article XX.

- A. Upon application, and to the extent permitted by law, the Board shall provide up to an 80% contribution toward the health insurance benefits of those members eligible for health benefits pursuant to this agreement for the following (with the exception of the agreed monthly cash contribution toward full-time paraprofessional and aides purchasing health insurance). Subject to change annually by the Board of Education.

1. MESSA CHOICES II or ABC Plan 1 (HSA) health insurance, and/or equivalent coverage.
  2. Full-time employees will receive an amount equal to the single subscriber rate of MESSA CHOICES II or ABC Plan 1 (HSA) to apply towards purchased health insurance benefits with the district.
  3. Part-time employees will receive SET/SEG Vision Plan II.
- B. Employees may buy additional insurance subject to the underwriting rules of the insurance carrier.
- C. The Board subsidy shall terminate the first of the month following the severance of employment.
- D. In instances where the cost of coverage exceeds the amount of the Board subsidy, the excess shall be payroll deducted (paraprofessionals and aides).
- Section 125 - Any insurance premiums required to be paid by the employees will be on a pre-tax basis. Said deductions will be deducted from 20 pays.
- E. Cash-in-Lieu
- Full-time qualified employees electing not to receive health insurance would be entitled to receive cash in lieu of \$800.
- F. Employees employed full-time for a full contractual year shall receive a full year's coverage under the above insurance programs. If an employee terminates his/her employment prior to June, coverage will terminate effective at the end of the month of the effective date of the resignation.
- G. Part-time members who do not qualify for health insurance will receive a \$100 allowance annually.
- H. Employee Payment of Insurance Premiums; **Option 1. Payroll Deduction**

## ARTICLE XVIII OTHER FRINGE BENEFITS

### A. Holidays:

Employees must work the scheduled workday before and after the holiday to receive holiday pay. Exceptions will require medical documentation from a licensed medical provider.

#### All Groups:

Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, Boxing Day (the day after Christmas), New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

Custodians have all of the above Holidays plus the Fourth of July

If any of the above holidays fall on a Saturday the Friday prior will be observed as the Holiday unless it is a scheduled student day.

If any of the above holidays fall on Sunday, the Monday following the Holiday will be observed as the Holiday, unless it is a scheduled student day.

## **B. Sick Leave Reimbursement:**

Sick leave reimbursement is payable upon the voluntary retirement of a Capac employee. Voluntary retirement is defined as having ten (10) years of employment with the district. Those individuals meeting this criterion shall receive reimbursement for every eight hours of accumulated sick leave. Reimbursement shall be at the rate of 2.25 hours of current pay for each earned sick day. Individuals with \$1,500.00 or more in accumulated unused sick leave pay shall have benefits deposited as a lump sum distribution to an approved Special Pay Plan as defined by IRS rules and regulations. Plan details are available at the Central Office. Accumulated unused sick time of less than \$1,500.00 will receive benefits through the district's payroll.

## **C. Vacations**

For Custodians/Maintenance, Secretaries

<u>Years of Service</u>	<u>Custodians/Maintenance</u>	<u>Secretaries</u>
0-1 year	0 week	0 week
1-5 years	1 week	1 week
6-12 years	2 weeks	2 weeks
13 years	4 weeks paid	2 weeks

Vacation days will be credited to an employee at the completion of a year's service and the year is defined as July 1 to June 30. Earned vacation days will be prorated based on the employee's date of hire. Vacations shall be scheduled according to the needs of the job. Vacation days must be used in the school year they are received and do not accumulate.

Employees may have the right to choose their vacation dates. Notice of employee's preference shall be given to their supervisor fourteen (14) calendar days in advance.

The superintendent or designee shall establish an annual vacation calendar with the required workdays identified. Each calendar year the members shall have the right to request their vacation days for the current calendar year. Priority selection of vacation days will occur as follows; CSSA members will get the first choice by order of seniority; all other vacation days may be requested by an application at least 14 days in advance.

**D. Latchkey** - All employees shall receive 50% Board paid latchkey services for their dependent children if space is available during normal working hours.

## **ARTICLE XIX DUTIES**

- A. There will be no increased responsibilities given to these classifications such as custodial duties (mopping floors, moving furniture or equipment, or sweeping).
- B. There shall be no teachers, students, or other non-kitchen employees cooking in the kitchen or using the facilities during the time that the cooks are working. Teachers or others who wish to use the refrigerator in the kitchen shall receive prior permission from the head cook or the building administrator. Individuals who use the kitchen facilities at other times will be responsible for cleaning the kitchen.

- C. Custodians: Maintenance personnel shall perform all work required of them in fulfillment of their duties relating to the cleaning and maintenance of all school buildings and grounds as directed by the superintendent and the policies of the Board.

**ARTICLE XX**  
**WORK SCHEDULE, HOURS, AND PAY**

- A. The normal workday shall be established by the administration. The hours of a normal workday, inclusive of any applicable lunch or relief period, will not exceed the following:

<u>Classification</u>	<u>Hours</u>
Secretary	8.5
Custodian	8.5
Paraprofessionals	8.0

- B. All employees who work five hours or more per day are entitled to an unpaid duty-free lunch period of thirty (30) minutes.
- C. All employees who work thirty hours (30) or more per week shall be considered full-time employees and shall be entitled to two (2) fifteen (15) minutes relief periods, and employees who work less than six (6) but more than three (3) hours shall be entitled to one (1) such relief period.
- D. All employees shall be paid overtime at the rate of time and a half (1-1/2) of their hourly rate for all hours worked in excess of 40 hours per workweek. Double time will be paid for work performed on Sundays or legal holidays. Security calls shall be paid a minimum of one and one half (1.5) hours per call.
- E. Extra hours outside of the normal schedule for custodial/maintenance employees, including overtime, will be distributed on the basis of seniority as follows:
1. A District-wide voluntary list for overtime, based on seniority. If all decline, go to step two.
  2. Administration will look to a source outside of the custodial classification to assign overtime.
- F. Employees who voluntarily serve as substitutes for other classifications at a higher hourly rate than their own shall be paid at the first year non-probationary rate for time worked in that classification and also shall be entitled to lunch and relief periods.
- G. Employees shall not be assigned to supervise students except for a Para who is under a teacher's supervision or where supervision is a part of the employee's job description.

H. Work year:

Paraprofessional	Equal to the number of student instructional days Library Para will be provided 4 days prior to student arrival and 4 days after students leave for the year.
Custodians/Maintenance	260 days
Secretaries	180 days plus 10 workdays before the first student day and 10 workdays after the last student day.

- I. Custodians/Maintenance - During the off-season or extended school vacation periods when the school building is not in regular session, the superintendent may shift afternoon personnel to day shifts except for those persons necessary to be retained on their regular shifts to accommodate special programs or community activities. This decision will normally be channeled through and implemented by the superintendent. During extended school vacation periods when the school building is not in regular session, the superintendent and the employee may agree on occasion to work a ten (10) hour day and a four (4) day week (Monday-Thursday or Tuesday-Friday). Overtime will only be paid in such instances for work beyond ten (10) hours in one day or beyond forty (40) hours/week.
- J. Full-time, ten-month, six-hour-a-day employees shall have the option of choosing 21 or 26 pay periods at the beginning of the school year.
- K. Wage increase, if negotiated, will occur on July 1 during the term of this contract, of each school year to coordinate with the district's new fiscal year for each year of the collective bargaining agreement.

## **ARTICLE XXI MISCELLANEOUS PROVISIONS**

- A. Copies of this agreement shall be posted on the school website.
- B. If in-person instruction is canceled on a scheduled student attendance day, because of conditions not within the control of school authorities, employees will not be required to report to work. If the District schedules virtual instruction attendance days for students, it will consult with the Association regarding bargaining unit member reporting hours for those days.
  - 1. Rescheduled Inclement Weather Days: It is understood that rescheduled inclement weather days shall be considered as part of the regular school year and employees shall be paid for those days. Workdays may be rescheduled by the Board in the event such is necessary in order to minimize the number of student instructional days as required by law.
  - 2. Student Unexpected Early Release: If students are unexpectedly sent home after the school day has begun due to any reason other than inclement weather, employees may be required to work.
  - 3. If state law changes so that the district is not required to make up snow days, then the employee will not be required to work or to make up said days and will suffer no loss of wages, benefits, or leave days.

**ARTICLE XXII  
SALARY SCHEDULES**

Wage Schedule:

<b>Paraprofessionals</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
Probationary-Sub	\$11.00	\$12.50	\$14.00	\$15.50
Remainder of 1 <sup>st</sup> Year	\$11.25	\$12.75	\$14.25	\$15.75
Year 2 (anniversary date)	\$11.75	\$13.25	\$14.75	\$16.25
Year 3 (anniversary date)	\$12.25	\$13.75	\$15.25	\$16.75
Year 4 (anniversary date)	\$12.75	\$14.25	\$15.75	\$17.25
Year 5 (anniversary date)	\$13.25	\$14.75	\$16.25	\$17.75
Year 6 (anniversary date)	\$13.75	\$15.25	\$16.75	\$18.25

<b>Custodians, Secretaries, and Skilled Maintenance</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
Probationary-Sub	\$12.00	\$13.50	\$15.00	\$16.50
Remainder of 1 <sup>st</sup> Year	\$13.00	\$14.50	\$16.00	\$17.50
Year 2 (anniversary date)	\$14.00	\$15.50	\$17.00	\$18.50
Year 3 (anniversary date)	\$15.00	\$16.50	\$18.00	\$19.50
Year 4 (anniversary date)	\$16.00	\$17.50	\$19.00	\$20.50
Year 5 (anniversary date)	\$17.00	\$18.50	\$20.00	\$21.50
Year 6 (anniversary date)	\$18.00	\$19.50	\$21.00	\$22.50
Head Custodian	\$19.00	\$20.50	\$22.00	\$23.50
Head Skilled Maintenance	\$19.00	\$20.50	\$22.00	\$23.50

\*All Custodians whose shift begins at 3:00 p.m. or later shall be paid a shift premium of \$.20per hour.

If there is an employee that is a member in any classification listed under this contract, that also holds a non-instructional position they will be paid > of \$9.89 or Minimum Wage or follow a scale provided for those non-instructional positions normally filled by a Third Party.

Effective with the 2022-2023 school year, the Library Paraprofessionals shall be paid a stipend of \$.75 per hour.

**Longevity:** to be part of the above schedule, paid based on years of continuous service to the district as follows, paid in the last pay in June of the contractual years:

07-09 years of service	\$250
10-14 years of service	\$500
15-20 years of service	\$750
21-24 years of service	\$1,000
25+ years of service	\$1,250

**Retention Bonus:** \$500, with 50% made payable in December of 2022, and the remaining 50% paid on the last pay in June 2023.

**Phone:**

The District Head custodian and all custodial bargaining unit members shall receive fifty dollars (\$50.00) per month for phone reimbursement.

The District Head of skilled maintenance -shall receive fifty dollars (\$50.00) per month for phone reimbursement.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

This agreement shall be effective July 1st, 2023, and shall continue in effect through June 30, 2026.

Negotiations on a new agreement will begin prior to June 30, 2026.

In witness whereof, the parties have executed this agreement by their duly authorized representatives on this 8th day of June 2023.

BOARD OF EDUCATION

CAPAC SCHOOL SERVICE ASSOCIATION

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James Crane, President

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Kendra Cook

---

Jeff Terpenning, Superintendent

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Michelle Green

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Laura Cleary

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John Creasey





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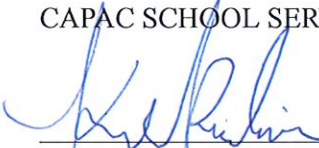
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**BOARD OF EDUCATION**


  
James Crane, President

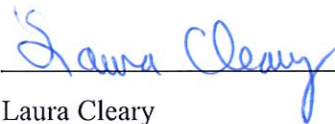
  
Jeff Thompson, Superintendent

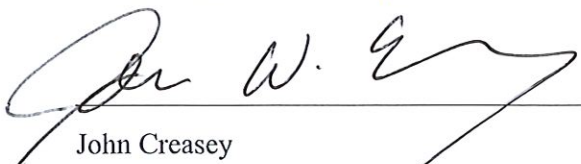
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 Rodriguez (KR)

  
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