

AGREEMENT

**BOARD OF EDUCATION
LAKEVIEW PUBLIC SCHOOLS
ST. CLAIR SHORES, MICHIGAN**

AND

**LAKEVIEW EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION MEA/NEA**

1997 - 1998

Lakeview Public Schools

3124

8/31/97



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PREAMBLE

This Agreement is entered into, effective September 1, 1996, by and between the Lakeview Board of Education, St. Clair Shores, Michigan, hereinafter called the "Board" and the Michigan Education Association, affiliated with the National Education Association, hereinafter called the "Association," through its local affiliate, Lakeview Educational Support Personnel Association MEA/NEA.

The signatories shall be the sole parties to their Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the Parties hereby agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all designated assistants employed by the Lakeview School District for the duration of this agreement.
- B. Assistants are those individuals providing service to the teaching staff in the following areas:
1. Media Center Assistant
 2. Elementary Building Assistant
 3. Special Education Assistant
 4. High School Assistant and Middle School Assistant
 5. Classroom Assistant
 6. Child Care Center Assistant
 7. Latch Key Assistant
 8. L.R.E. Assistant
 9. Study Hall Assistant/In-House Suspension Assistant
 10. Retail Merchandising Assistant
 11. Computer Assistant
- C. The term employee refers to all such individuals represented by the association.
- D. The Board agrees not to negotiate with any other organization or individual for the duration of this contract.
- E. Any reference to the Board in this agreement shall refer to the Board or its designee.

ARTICLE II

EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use the school building facilities according to District policy for Association business.
- B. The District agrees to furnish to the Association, in response to reasonable requests all regularly available information concerning the financial resources of the District, allocations, and such other public information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees.
- C. The Board will provide an updated seniority list on or before April 1st of each year.
- D. Each member of the Bargaining Unit shall have the right to review the contents of her/his personnel file. Each member shall have the right to file a written reply to any evaluative or disciplinary report placed in her/his file.
- E. The Board will continue its established policy and practice giving employees a preference for work they have customarily performed. In accordance therewith, the Board will not subcontract work unless the skills needed to perform the work specified are unavailable in the school system.

ARTICLE III

FAIR EMPLOYMENT PRACTICES AND AGENCY SHOP

- A. The employer agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, political activities, handicap, or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, age, creed, color, national origin, sex, marital status, handicap, or prior membership or past participation in the activities of any employee organization.
- C. Membership in the Association shall not be required as a condition of employment of any employee with the Board.
- D. All assistants currently employed in the positions listed in Article I B, shall as a condition of employment, maintain their membership or pay a service fee as verified by the Association. Newly hired Bargaining Unit employees shall, as a condition of employment, either join the Association or pay the Service Fee verified by the Association.

Members and non-members may request payroll deduction of dues and service fees.

- E. All assistants already members subject to Article III D., shall either:
 - 1) sign and deliver to the Association a payroll deduction authorization covering Association dues or
 - 2) commence cash payments covering Association dues on a uniform monthly basis.
- F. All new assistants subject to Article X, A, shall either:
 - 1. sign and deliver to the Association within thirty (30) days of employment a membership form authorizing the payroll deduction of the aforementioned dues, or
 - 2. sign a membership form and commence cash payments of the Association dues on a uniform monthly basis, or

ARTICLE III (continued)

3. cause to be paid to the Association a service fee equivalent to the dues of the Association.
- G. In the event any Assistant covered by Article X, A, shall not have complied with the terms of this Article, the Board, upon receiving a signed statement from the Association, shall immediately notify said Assistant her/his services will be discontinued at the end of the current semester. The refusal or failure of any Assistant to comply with these provisions is recognized as just and reasonable cause for termination of employment.
- H. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
- I. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of Article X of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the damages which may be assessed against the Board by any court or tribunal.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. The Association shall have the right to compromise or settle any claims made against the Board under this section.
- J. Payroll Deduction
1. The Board shall deduct from the pay of each Bargaining Unit Member, from whom it receives authorization to do so, the required amount for the payment of dues of service fees. Such dues, or fees, accompanied by a list of Bargaining Unit Members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions are made.
 2. The Association shall notify the Board thirty (30) days prior to any change in payroll deduction for its dues or fees.

ARTICLE III (continued)

3. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for MEA-PAC/NEA-PAC contributions and for any other plans or programs jointly approved by the Board and the Association.

ARTICLE IV

VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as any new or existing position within the bargaining unit that is currently unfilled.
1. All vacancies and new positions shall be posted. Positions opening during the school year shall be posted **for five (5) working days**. Positions open during the summer shall be posted for fourteen (14) days. Notification of all vacancies and new positions that occur between school years shall be mailed to the President of the Association and to all bargaining unit members **including any members on layoff**.
 2. All Bargaining Unit employees and all members currently on layoff are eligible for voluntary transfer into open positions by seniority for which they are qualified under Article IX.
 3. Vacancies resulting from voluntary transfers shall be posted and filled as in A(1) and A(2).
 4. After all voluntary transfers are made, the Board may recall to open positions or hire from outside the bargaining unit.
- B. If there is more than one (1) opening, the employee will indicate a priority of choices if applying for more than one (1) position.
- C. Applicants for vacant positions must make written application not later than the specified closing date.
- D. The President of the Association and all Bargaining Unit Members who have applied for a vacancy shall be notified when the positions have been filled.
- E. Involuntary transfers shall only be made to avoid the layoff of a Bargaining Unit Member or as necessary to meet the educational needs of students. Such transfers shall be made by moving the least senior Bargaining Unit Member whenever possible.

This language is not intended to reduce the hours or compensation of any Bargaining Unit Member.

ARTICLE V

EMPLOYMENT STATUS LAYOFF AND RECALL

- A. **Probation** A new employee must serve a probationary period of ninety (90) work days. Employer will evaluate all probationary employees.
- B. **Permanent Status** - Employees successfully completing their probation shall be considered as permanent employees and shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary employees.
- C. **Seniority**
1. Seniority shall be defined as length of continuous service within the Bargaining Unit with the school district and shall be computed from the latest date of hire (except that seniority may be frozen as provided in Section C. 5. of this Article).
 2. Each individual covered by this contract shall be placed on seniority list ranging in order of longest to the least service within the bargaining unit. **Members on layoff should be included on the seniority list.**
 3. The employer will keep the seniority list up-to-date and will make it available to the Association upon reasonable request. "Seniority List" as used herein shall mean a complete list based on district-wide seniority with provisions to show present job assignment.

The seniority list shall be distributed to bargaining unit members by April 1 of each year.

4. By the end of the second week after school begins, the Board will provide to the Association Treasurer a list of those Association members currently employed detailing their positions and hours.
5. Should the employee leave the bargaining unit, but remain an employee of the school district or be on approved leave of absence and/or layoff, that person's seniority shall be frozen upon date of departure. Such employee shall remain on the Seniority List and retain a right to recall to a bargaining unit position up to a maximum of three (3) years. Upon return to the bargaining unit and active employment status, seniority shall again be accumulated from the point at which it was frozen. Members with frozen seniority, who are employed by the district in a position not in the bargaining unit, may only bump into the bargaining unit due to layoff from their current position with Lakeview Public Schools.

ARTICLE V (continued)

D. Loss of Seniority and Permanent Status

An employee shall lose seniority for the following reasons:

1. the employee quits;
2. the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
3. the employee does not return to work when recalled from layoff as set forth in the recall procedure;
4. failure to return from leave of absence without notification to employer will be treated the same as (3) above;
5. the employee retires.
6. The employee has had his/her seniority frozen and has not been recalled to a bargaining unit position for more than three (3) years since the date his/her seniority was frozen pursuant to paragraph C. 5. above.

E. Layoff and Recall

1. If positions within the bargaining unit have been identified for layoff, all probationary employees will be laid-off first. Permanent status employees shall be laid-off by order of least seniority provided they are qualified to maintain a position under Article IX. In case of ties in seniority, the Association will determine seniority by a chance drawing procedure.
2. The Association shall be notified at least thirty (30) calendar days prior to any layoff being effectuated.
3. Employees to be laid-off shall be given at least thirty (30) calendar days notice prior to the effective date of layoff.
4. Employees shall have bumping rights by seniority across the entire Bargaining Unit.
 - (a) When the identity of position to be eliminated has been determined, the President of the Association and the affected employees shall be notified immediately.

- (b) All employees with more seniority than the most senior person whose job is eliminated will maintain their current position and not be involved in the bumping process. All positions filled by persons with less seniority than the most senior person displaced shall be declared open. These positions will be filled by seniority and qualification.

The bumping process will continue to take place at a meeting which is known as the "pool" meeting. All Bargaining Unit Members may attend this meeting. A list of all "open" positions which will be filled at the pool meeting will be published to all unit members at least 48 hours prior to the meeting. Displaced members will select positions in order of seniority.

5. When the work force is increased, the vacancy will be posted. Bargaining Unit members who are actively employed at the time of the vacancy shall be eligible to bid on such vacancies in accordance with Article VI. Resulting vacancies shall be similarly posted to actively employed unit members. If no unit members apply for a position or are qualified for the position, then employees will be recalled by seniority. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested. The Association shall also receive notification of the recall at this time. If an employee fails to respond to the Board within fourteen (14) calendar days from the date certified as receipt of notice of recall during the summer or fails to report to work within ten (10) working days from the date of receipt of notice during the work year, she/he shall have resigned.

If an assistant is being recalled to a position with fewer hours than that which she/he was laid-off, the employee may elect to decline the recall without loss of seniority and recall status.

6. Notice of all employment status changes shall be given in writing to the President and to the Treasurer of the Association.

ARTICLE VI

PROGRESSIVE CORRECTION & DISCIPLINE

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and non-discriminatory. Any discipline, up to and including discharge, shall be only for just cause and shall be progressive with a Union Representative present. The employee has the right to waive (in writing) Union Representation.

Disciplinary action will be understood as meaning verbal or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).

A verbal reprimand will be handled in a manner that will not embarrass an employee before other employees, students, or the public.

After the probationary period and before determination is made to discipline an employee, the immediate supervisor shall have offered reasonable assistance and direction to the employee for the purpose of correcting his/her alleged problem areas giving rise to the reasons for the contemplated action when appropriate.

Discipline of the employee shall be progressive. It is expressly understood that due to the gravity and nature of an offense, discipline may be implemented at an appropriate level, which includes discharge.

Progressive Correction & Discipline

A. Informal:

In the first offense, the usual action will be a verbal warning.

The employee shall be accompanied by a Union Representative. The employee has the right to waive (in writing) Union Representation.

B. Verbal Reprimand:

If a problem persists, a conference shall be held between the employee, his/her immediate supervisor, and a Union Representative to notify the employee of the alleged problem area.

1. A form which would include the employees signature, a short statement as to why the conference took place, the signature of the Union Representative that witnessed the conference and the signature of the Administrator conducting the conference shall be used. A signed form will indicate a meeting has taken place but will not necessarily reflect agreement.

ARTICLE VI - (continued)

C. Written Reprimand:

If the problem persists, a meeting will take place with the employee, the immediate Supervisor and a Union Representative, followed by a formal written reprimand which shall be issued to the employee. The written reprimand shall contain the specific problem area(s) that exist.

D. Suspension:

If the problem persists, and if the Supervisor still finds that the employee's conduct/performance has not improved, then the Supervisor may request that the Superintendent/designee institute suspension with or without pay. Suspension is limited to a maximum of ten (10) working days per occurrence.

The Superintendent/designee will provide written notice to the employee with a copy to the Union President, listing incidents and/or behaviors resulting in suspension. Suspension will take effect immediately.

E. Discharge:

If the problem persists and the Supervisor still finds that the employee's conduct/performance has not improved, then the Superintendent/designee may discharge.

The Board agrees that the private life of any employee is not an appropriate matter for the concern or attention of the Board unless it adversely affects the employee's ability to carry out professional functions or responsibilities to the School District.

Discipline up to and including discharge is grievable as provided in Article VII. The employee will have the right to appeal the suspension or discharge as a grievance.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit Member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided (see Appendix B).
- B. In the event that a Bargaining Unit Member believes there is a grievance, she/he shall first discuss the alleged grievance with her/his immediate supervisor, either personally or accompanied by the Association representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation, or misapplication, or within ten (10) working days of the discovery thereof.
- C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the Association. A copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the Superintendent/designee, or her/his designee.
- D. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, her/his disposition of the grievance within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting the grievance shall be transmitted to the Superintendent/designee. Within ten (10) working days, the Superintendent/designee, shall meet with the Association on the grievance and shall indicate, in writing, her/his disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.
- F. **Binding Arbitration:** If the Superintendent/designee, the aggrieved Bargaining Unit Member, and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may, within twenty (20) school days after the decision, be appealed to arbitration by either party. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and, if not so


ARTICLE XIX

DURATION


This agreement shall be effective as of September 1, 1997, and shall continue in effect through August 31, 1998. Negotiations between the parties shall begin ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.


LAKEVIEW BOARD OF EDUCATION

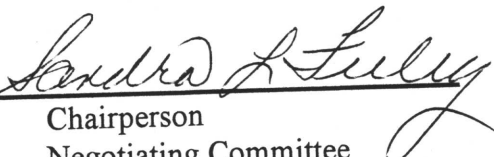
**LAKEVIEW EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION MEA/NEA**

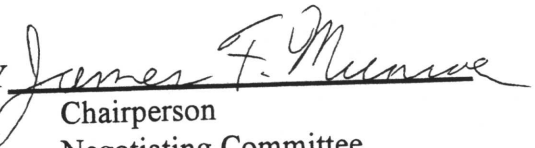
BY 
President

BY 
President

BY 
Secretary

BY 
Secretary

BY 
Chairperson
Negotiating Committee

BY 
Chairperson
Negotiating Committee

MARCH 18, 1997

DATE OF RATIFICATION

ARTICLE VII - (continued)

delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

The arbitrator, so selected, will confer with the parties and hold hearings promptly and will issue a decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth her/his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provision of this agreement. The Arbitrator's authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws.

The decision of the arbitrator, if within the scope of this authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expenses in connection therewith.

- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. For the purpose of assisting a Bargaining Unit Member, or the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Bargaining Unit Member and/or Association representative, at employee's discretion, access to, and the right to inspect and acquire copies of her/his personnel file and any other public files or records of the Board which pertain to the Bargaining Unit Member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- I. A Bargaining Unit Member, who must be involved in the formal meetings specified in this grievance procedure during the work day, shall be excused with pay for that purpose.
- J. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the Association may present such grievance at the appropriate step of the grievance procedure.

ARTICLE VIII

WORK DAY, WEEK, AND YEAR

A. The work year and work day for all unit members will be determined by the attendance of students in the building where they are assigned. Any deviation from the schedule will be specified in this contract.

(1) Special Education Assistants, Latch Key Assistants, and Media Center Assistants are required to work the day before classes start and the day after classes end for the summer.

(2) Lath Key Assistants will work the days of Parent-Teacher Conferences.

(3) The minimum work day for full-time assistants will be as follows unless affected by student attendance:

(a)	Elementary Building Assistants	6.0
(b)	Media Center Assistants	6.0
(c)	Special Education Assistants	6.5
(d)	Child Care Center Assistants	6 to 8
(e)	Classroom Assistants	6.0
(f)	High School/Middle School Assistants	6.0
(g)	Latch Key Assistants	As assigned
(h)	L.R.E. Assistants	3 to 6
(i)	Study Hall Assistant/In-House Suspension Assistants	3 to 6
(j)	Retail Merchandising Assistants	3.0
(k)	Computer Assistants	6.0

B. The Special Education Assistants will be paid forty hours for a week in which she/he chaperones a weekend or overnight activity with students.

C. Full-time Child Care Assistants must have 2000 hours of on-the-job preschool/day care or kindergarten (with the approval of the Superintendent/designee) working experience prior to employment. Part-time Day Care Assistants must have 1000 hours of on-the-job preschool/day care or kindergarten (with the approval of the Superintendent/designee) working experience prior to employment. The Supervisor of Day Care Assistants shall try to schedule part-time Day Care Assistants with a block-time shift; split shifts will be avoided when possible. Day/Child Care Assistants will be paid at their regular hourly rate (time and one half if over 40 hours in a week or over 8 hours in a day) when students are not picked up on time.

- D. Part-time Assistants, with the exception of Latch Key, will be employed for a minimum of three (3) hours per day. All part-time positions will be combined unless prohibited by the schedule. No more than one (1) part-time position will exist in any Assistant classification.
- E. Assistants working less than four (4) hours per day shall have one (1) paid fifteen (15) minute break; assistants working four (4) or more hours per day shall have two (2) fifteen (15) minute breaks per day. Breaks shall be scheduled with the immediate supervisor and may be scheduled to lengthen the lunch period.
- F. All assistants are entitled to a non-paid duty-free lunch period.
- G. Assistants shall be notified of any modification of rules, regulations, and policies pertaining to students and employees.
- H. The district shall provide first aid, CPR, or other specialized training required by the State or by the employer for continued employment within the employee's classification.

If training occurs beyond work day, the employee will be paid for time required to participate in, and the cost of, such training programs.
- I. Twelve month employees shall receive two weeks paid vacation after the first year of employment and three weeks paid vacation after ten years of service.
- J. Latch Key Assistants shall receive two (2) hours per week additional paid time for billing accounts, plus two (2) hours shopping monthly, unless snacks are provided by food service.
- K. Employer will pay for physicals and TB tests when required by the Board.
- L. All work performed beyond the Assistant's regular scheduled hours will be paid.
- M. C.I.C. and other "medical" procedures - To the extent possible, all persons involved in the administration of this procedure shall be unit members who volunteered for the responsibility. If no one in the building volunteers, the administration will determine which position will be responsible for the assignment and declare the position vacant and will displace the member who holds the position. Administration will issue a posting to all Bargaining Unit members. If qualified members apply, they shall be awarded the position. If no one applies the Board may hire a new employee for the position. The district will then implement the layoff provisions of the Agreement to layoff a unit member if required.

All persons newly hired as Assistants will be advised that unit members may be required to perform this duty at the time of initial employment.

Two persons must be present at all times the procedure is administered; one designated as the person with the Primary responsibility for the procedure and the other designated as an Observer. Additional persons will be identified to assume the responsibility in the event that the primary persons responsible are absent.

The district will purchase liability insurance which covers all persons involved in administering this procedure. A specific statement of insurance coverage from the district's insurer will be provided to the Association upon request.

Both the instructions from the student's doctor and a specific parental permission statement will be kept on file by the district and will be provided to the Association upon request.

No unit member will be required to perform these procedures without professional medical supervision and assistance until the member has completed an adequate training program which includes supervised actual experience resulting in the acknowledged competency of the Assistant.

Emergency procedures will be identified. The Assistant will be trained in these procedures and they will be posted in the facility where the procedure is administered. A certified health care professional will be available by phone at all times the procedure is to be administered.

Primary Giver receives \$1,000 annual stipend.

Observer receives \$500 annual stipend.

The observer will function as the Backup Giver when the primary Assistant is absent.

The Backup Observer will receive \$2.50 additional pay on a per procedure basis payable on a semester basis.

N. Administration of Medication to Students

The primary responsibility for the dispensing of non-invasive medication to students will be assigned to Bargaining Unit members subject to the following conditions:

1. The principal shall offer the assignment first to volunteers. After asking for volunteers, the principal will assign the duties to a member. A consideration in assignment will be the amount of disruption of the Bargaining Unit member's original assignment.

2. A common procedure for dispensing medication shall be established to conform with Board Policy currently in effect. District forms and record keeping shall be used unless deviations are approved by the Superintendent/designee.
3. Bargaining Unit members will be covered by district liability insurance. All bargaining unit members dispensing medication shall follow the specific procedures.
4. Bargaining Unit members who perform this assignment will receive a \$1,000 stipend.

SUMMER INSERVICE The administration can require unit members to attend inservice programs for no more than three (3) days each summer. These days may be scheduled the week immediately preceding the first week school is in session for students or the week immediately following the last week school is in session for students unless mutually agreed to alternate dates. The Friday immediately preceding Labor Day shall not be scheduled for such required inservice programs. Unit members who attend will be paid their regular rate of pay for such work.

ARTICLE IX

SALARIES

- A. The salaries of staff covered by this Agreement are set forth in Appendix A which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Each position shall be on schedule according to the Salary Schedule adopted.
- B. Notification in writing will be sent to the Association President and Treasurer of all new hires/transferees and their classification and rate of pay on the same day as notification of such hiring or transfer is sent to the employee.
- C. Newly employed persons shall be placed on the probationary step of the salary schedule. Upon the successful completion of the probationary period, the employee shall move to the regular rate.

ARTICLE X

PAID LEAVES

- A. All regular employees are entitled to twelve (12) days paid leave per year from service in their respective positions with accumulation up to one hundred eighty (180) days.
1. Personal and/or family illness, accident, funeral, bereavement, personal business, or birth of a child.
 2. Personal business days shall be used to conduct business that cannot be scheduled outside school hours. Personal business days shall not be utilized to extend holiday leaves or vacations.
- B. Assistants will not be charged sick leave due to absence from their jobs for reason of illness or injury definitely established as contracted as a result of their employment, such as; chicken pox, conjunctivitis, head lice, impetigo, measles, mumps, rubella, scabies, and scarlet fever. A physician's statement will be submitted upon request.
- C. The first five (5) days absent from work due to job related injury shall not be deducted from sick leave.
- D. When an excessive pattern of absences persists, the District may reasonably require the employee to provide substantiation.
- E. Procedure:
1. Whenever possible, at least twenty-four (24) hours advance notice will be given before leave is used.
 2. All employees shall report absences through the CAPS system.
 3. Leave policy shall be administered as one day per completed month plus two (2) days for a completed year, not to exceed twelve (12) days.
- F. In case of retirement or death of a Bargaining Unit Member with ten (10) years or more of service in Lakeview, he/she shall receive twenty (20) dollars for each unused leave day, up to the maximum allowable accumulated days.

ARTICLE XI

UNPAID LEAVE POLICY

- A. The Board, upon written request, shall grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability may be granted for a period not to exceed one (1) year.
- B. Types of leaves of absences are; illness, military, study, personal, government and/or professional service.
- C. A leave of absence for study, personal, or government and/or professional service shall not be granted during the first year following appointment.
- D. The maximum allowance for all purposes (except professional service and personal) shall be three (3) consecutive years. Personal leaves shall be granted for one (1) year only.
- E. In addition to the normal disability leave for the birth of a child, employees shall be granted leave without pay for child care.
- F. Elected or appointed officers of the Association shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year. Such leave may be extended, upon request, from year to year.
- G. Employees requesting to return from leave will be returned to the same position or to an equivalent position in the Bargaining Unit on the basis of seniority. Such placement shall not cause the displacement of a more senior employee nor prevent the recall of the more senior employee.
- H. Except for illness, childbirth, and personal all leaves shall expire at the conclusion of a school year.
- I. Employees wishing to extend their leave shall submit a request for extension to the Personnel Office by April 30.
- J. Family Leave Act - Notwithstanding any of the leave provisions of this Agreement, Bargaining Unit members shall be entitled to all benefits provided by law.
- K. Return from leaves, benefits on leaves
For first 90 calendar days of unpaid leaves the employee's seniority shall continue. Insurance benefits may be continued at employee expense. The position will be staffed by non-unit substitute and the employee will be returned to that position upon return.

ARTICLE XI (continued)

For unpaid leaves which extend beyond 90 calendar days seniority is frozen, Board paid insurance benefits cease (unless employee continues at own expense), and the position is posted as a vacancy. Upon return from leave, employee will be awarded the first vacancy which they are qualified for and have seniority rights to claim.

ARTICLE XII

INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the Board to keep offices, schools, and administration open in the event of inclement weather, natural disaster, mechanical failure, public disturbance, or when otherwise prevented by an Act of God. When the schools are closed to students, due to the above conditions, all Bargaining Unit Members shall not be required to report to their job assignments. They shall suffer no loss of pay.

- B. In the event the Superintendent/designee decides to keep Latch Key open on days schools are closed due to inclement conditions, staffing will be on a voluntary basis. Bargaining unit members who work will receive double time. In the absence of volunteers, positions may be filled from outside the Bargaining Unit.

ARTICLE XIII

JURY DUTY

When Bargaining Unit Members are summoned to jury duty they must submit the notice to the Superintendent of Schools.

Bargaining Unit Members who serve on jury duty shall be reimbursed, on a bi-weekly basis, for the difference between the jury day stipend and their regular Board pay for the days served.

ARTICLE XIV

BARGAINING UNIT MEMBER PROTECTION

- A. Every effort will be made to assure that no Bargaining Unit Member shall be forced to work in a building alone.
- B. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Board. The Board will advise the individual of her/his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board shall reimburse Bargaining Unit Member for any loss, damage, or destruction of clothing or personal property while on duty, as per existing Board Policy.
- D. In the event a disciplinary action is contemplated as a result of a complaint or charge made by any person or group, not employed by the Board, against any Bargaining Unit Member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- E. The Board shall provide training for Bargaining Unit Members assigned to work with medically fragile students or students identified as AI, SMI, SXI, or TMI who previously would have been placed in Center Programs. The administration and the Association will meet to discuss the appropriate training.

ARTICLE XV

ASSOCIATION ACTIVITIES

- A. The Association and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10 p.m. during the school year, nor until 3 p.m. during the summer.
- B. The Association shall be permitted to transact official Association business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.
- C. Staff bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Association members shall have the right to distribute Association material to other Bargaining Unit Members so long as such distribution does not interfere in the normal operation of the work area or her/his job performance.
- E. The Association members shall be permitted to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, audio-visual items, fax machines, and computers when such equipment is not otherwise in use. The Association shall take care to use the most economical equipment necessary for the task to be done.
- F. Release time shall be granted without loss of pay to the Association for members to handle Association business that cannot be completed after working hours.
 - 1. No more than ten (10) days per year may be granted.
 - 2. The request for such days must be submitted to the Superintendent/designee at least 48 hours prior to the day.
 - 3. The requests will be reviewed by the Superintendent/designee for appropriateness before being granted.
- G. An assistant, required as an essential witness in a grievance during the school day, shall be released from her/his regular duties without loss of pay, provided that the Superintendent/designee or appropriate administrator has requested that such a grievance meeting be held during the school day.

- H. Assistants shall be released from their regular duties without loss of pay to meet with the MERC or Arbitrator, provided that their presence is essential to such proceedings. Up to two (2) persons may be so designated in any single proceeding.

ARTICLE XVI

NEW POSITIONS

- A. Should the Board wish to establish any new Bargaining Unit positions not specifically mentioned in this contract, said position shall be determined as to wages, hours, and conditions of employment in consultation with the Association prior to its effective date of operation.

ARTICLE XVII

EMPLOYEE BENEFITS

- A. Attendance at conferences, conventions, and out-of-district meetings may be requested by either party. When, by mutual agreement, the employee does attend such activities, the employee will be reimbursed for expenses. If such activities occur during working hours, the employee shall suffer no loss of pay.
- B. At the employer's discretion, employees may work or attend conferences, inservice training days, or school staff meetings. The employee will be paid at her/his regular hourly rate for each hour spent at the conference, inservice meeting, or staff meeting.
- C. When traveling on approved school business, the employee shall be reimbursed at the Board approved rate.
- D. When work assignments occur in more than one building, the employee shall be reimbursed for mileage at the Board approved rate.
- E. 1. **Group Insurance Plans** - The Board of Education will provide Blue Cross - Blue Shield plan or its equivalent consisting of the IMB-OB, ML, and a \$2.00 co-pay prescription drug rider and with the mandatory second opinion and preventative option with internal and external coordination of benefits in accordance with the terms of the carrier.
2. **Health insurance payments** by the Board shall be for twelve (12) months or up to the date of resignation.
3. **Group Insurance - Part Time Employees:**
- a. For employees working three (3) hours or more but less than five (5) hours per day the Board will pay sixty-six and two thirds percent (66 2/3%) of the Board contribution;
- b. For employees working less than three (3) hours per day the Board will pay fifty percent (50%) of the Board Contribution.
- F. Assistants not signing up for the health medical insurance an additional \$30,000 dollars of term-life insurance/A.D. & D. will be provided.

If a National Health Insurance Program is instituted by action of Congress or any government agency during the life of this agreement, the parties hereto shall meet to renegotiate this Article over the impact of the change(s).

ARTICLE XVII (continued)

The parties agree that the objective of the negotiations will be to make employees whole for the level of benefits provided in this Agreement.

- G. The Board shall provide, without cost to the employee, life insurance protection in the amount of \$15,000 A.D. & D.
- H. **Optical** The Board shall provide without cost to the employee VSP II Insurance with internal and external coordination of benefits.
- I. **Tuition Reimbursement** - The Board will reimburse employees ten (\$10) per credit hour for attending and passing pre-approved job-related classes at the community college level; and at twelve (\$12) undergraduate; seventeen (\$17) graduate, per term hour or twenty (\$20) undergraduate; twenty-five (\$25) graduate, per semester hour, for attending and passing pre-approved job-related classes at the college or university level. The classes must be pre-approved in writing by the Assistant Superintendent.
- J. The following days constitute paid holidays for which the employee will be compensated at the regular rate of pay:

Thanksgiving

Friday after Thanksgiving

Christmas Day

New Year's Day

Winter Break

1993-94 February 19 - 22

1994-95 February 18 - 21

1995-96 February 17 - 20

Good Friday

Memorial Day

An employee, unless ill, must work the last scheduled work day before and the first scheduled work day after a paid holiday in order to receive holiday pay.

ARTICLE XVII - (continued)

K. Sick Bank

A Sick Bank program will be established consisting of the following guidelines:

1. At the beginning of the 1996/97 school year, the Sick Bank balance from the 1995/96 school year will provide the foundation number of days for the Association Sick Bank. When the bank falls below ninety (90) days, each member of the Association will contribute one (1) day.
2. The Sick Bank shall be administered by a five (5) member committee composed of one member appointed by the Board of Education and four (4) members appointed by the Association.
3. The Sick Bank Committee may grant days from the Sick Bank after the member has used ten consecutive sick days. (letter of agreement)
4. A relapse of an extended illness covered by the Sick Bank occurring within thirty (30) days of the employee's return to work will immediately be referred for consideration by the Sick Bank.

L. Disability

The Board of Education will provide a long-term disability insurance program as defined below:

Beginning on the One Hundred Twenty (120) day of disability, Assistants may receive sixty-six and two thirds percent (66-2/3%) of their annual base salary to age 65, maximum \$1,000 per month, in accordance with the terms of the authorized Insurance Company Contract.

- M. Assistants who use two (2) or less leave days in a year shall be granted one (1) merit day for the following year. The merit day shall not be counted as part of the eleven (11) regular leave days. The merit day may be used at the discretion of the Assistant with the following exception -- such days may not be used to extend a regularly scheduled vacation period. Bargaining Unit members shall be strongly encouraged to utilize the merit day before May 15 of each year. Merit days may not be carried into the next school year.

ARTICLE XVIII

COPIES OF MASTER AGREEMENT

Copies of this Agreement shall be printed at the Board's expense, and shall be presented to all employees now employed, or hereafter employed by the Board. The Association shall also be provided with an additional fifty (50) copies, at no charge to it, for its use.

ARTICLE XIX

DURATION

This agreement shall be effective as of September 1, 1996, and shall continue in effect through August 31, 1997. Negotiations between the parties shall begin ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

LAKEVIEW BOARD OF EDUCATION

**LAKEVIEW EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION MEA/NEA**

BY *Jan M. Smith*
President

BY *Barbara A. Karchala*
President

BY *Kenneth N. Egby*
Secretary

BY *James P. Gassner*
Secretary

BY *Andie L. Leully*
Chairperson
Negotiating Committee

BY *Susan J. Board*
Chairperson
Negotiating Committee

6-18-96
DATE OF RATIFICATION

APPENDIX A

SALARY SCHEDULE

	STANDARD	TWO YEARS COLLEGE	COLLEGE DEGREE
<u>1996-97 (2%)</u>			
Probation (90 work days)	<u>\$10.07</u>	<u>\$10.56</u>	<u>\$10.93</u>
Regular	<u>\$10.49</u>	<u>\$10.93</u>	<u>\$11.34</u>
6th Step*	<u>\$10.70</u>	<u>\$11.21</u>	<u>\$11.61</u>
<u>LONGEVITY (15+ years)</u>	<u>\$10.75</u>	<u>\$11.26</u>	<u>\$11.67</u>

***BEGINNING WITH 6TH YEAR OF EMPLOYMENT**

LONGEVITY STEP will be paid beginning with fifteenth (15) year of employment. The first year will be credited as a full year if the person is hired prior to the start of the second semester. If the person is hired after the start of the second semester the first year shall not count toward longevity payment.

**LAKEVIEW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

GRIEVANCE FORM

Grievance No. _____

Distribution

___ LESPA President

___ LESPA Grievance

___ Supervisor

___ Superintendent

___ Grievant

Name of Grievant _____

Assignment _____ Building _____

A. Date cause of grievance occurred _____

B. Contract article(s) violated _____

C. Statement of grievance _____

D. Relief sought _____

Date _____ Signature _____

E. Received by Supervisor Date _____ Signature _____

F. Disposition of Supervisor Date _____

G. Received by Superintendent Date _____ Signature _____

H. Disposition by Superintendent Date _____

I. Forwarded to Arbitration Date _____ Arbitrator _____

J. Disposition by Arbitrator Date _____

Note: Additional pages may be used if necessary

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