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6/30/97

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF

THE LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

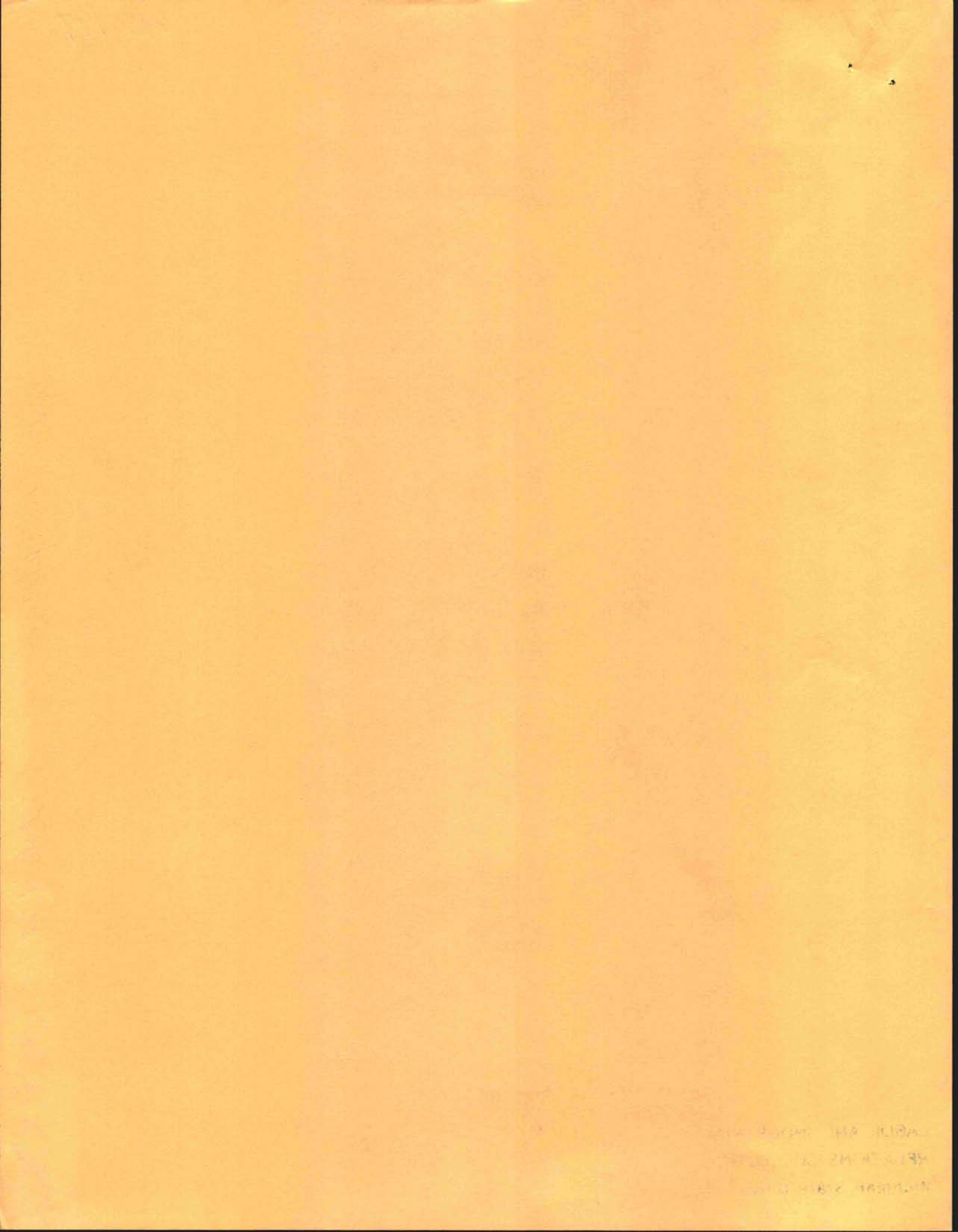
THE LAPEER INTERMEDIATE

EDUCATIONAL SUPPORT PERSONNEL

(LIESP)

Lapeer County Intermediate School District

1994 - 1997



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ARTICLE I

RECOGNITION

- A. The Board of Education of the Lapeer County Intermediate School District (hereinafter called the "Board") hereby recognizes the Michigan Educational Support Personnel Association through its local affiliate, Lapeer Intermediate School District ESP (hereinafter called the "Association") as the sole collective bargaining representative for the purpose of negotiating an agreement with respect to wages, hours, terms and conditions of employment for all full-time or regularly scheduled part-time custodians, all housekeepers hired after 8/10/94, all full-time and regularly scheduled part-time teacher's aides, all full-time and regular part-time bus drivers employed by the Board, excluding co-op and work experience student help, temporary help, substitutes (less than thirty [30] consecutive work days), supervisors and all other employees.
1. Day-to-day substitutes working in daily or short-term assignments (less than five days) for thirty (30) or more consecutive days are not covered by the recognition clause.
 2. Substitutes working in long-term positions (five or more days) for thirty (30) or more consecutive days shall become part of the unit.
- B. Whenever it can be reasonably determined that a bargaining unit position will be available for a period of thirty (30) or more consecutive work days, an employee will be hired and become a member of the unit with full rights, benefits, and obligations attendant thereto, with the following exception: Such employees hired to replace a person on leave may be laid off without fourteen (14) days notice as required in the lay-off provision of this Agreement. In such an event the employee will be informed of the possibility of layoff at the time of employment.
- C. Whenever an employee is employed in a bargaining unit position for thirty (30) or more consecutive work days he/she shall become a part of the unit. Only the salary and seniority provisions of this Contract shall be retroactive to the initial date of employment.
- D. The Board shall not negotiate with or recognize any other organization other than the Association for the duration of this Agreement.
- E. The term "employee" when used in this Agreement shall refer to all employees in the above defined bargaining unit, unless otherwise indicated.

ARTICLE II

GRIEVANCE PROCEDURE

- A. Definitions
1. A grievance is defined as a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
 2. All time limits herein shall consist of work days. Time limits may be extended only upon written mutual consent of the parties.

3. All grievances and dispositions shall be completed in writing on the form set forth in Appendix B, which is attached to and incorporated in this Agreement. The Association shall be provided the appropriate copies of this form.

Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants.
 - b. It shall contain a statement of the facts giving rise to the alleged violation.
 - c. It shall cite the section or subsections of this contract alleged to have been violated.
 - d. It shall contain the date of the alleged violation.
 - e. It shall state the relief requested.
- B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or the officers or area representatives of the Association.
- C. Procedure - Before entering into the following prescribed grievance procedure, it is the desire of the Association and the Administration that an effort be made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested at any such meeting.

Level I - An employee(s) with a grievance shall submit it, in writing, to the designated member of the Administration within twenty (20) days from its occurrence or said grievance shall be considered null and void. Within five (5) days of the receipt of the grievance, the designated Administrator shall meet with the grievant(s) and the Association Representative in an effort to resolve the grievance. He/she shall indicate his/her disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Level II - If the grievant is not satisfied with the disposition at Level I, or if no disposition has been rendered within five (5) days of the Level I hearing, the grievant, if further pursuit is desired, shall file an appeal with the Superintendent of the Intermediate School District or his/her designee within ten (10) days, stating the rationale for appeal. Within five (5) days of this filing, the Superintendent or his/her designee shall meet with the grievant(s) and the Association Representative and within ten (10) days of such meeting shall render his/her disposition of the grievance.

Level III - If the grievant is not satisfied with the disposition at Level II, or if no disposition has been rendered within ten (10) days of the Level II hearing, the grievant(s) shall, if further pursuit is desired, file an appeal with the Board of Education of the Intermediate School District within ten (10) days. Within ten (10) days of this filing or the next regularly scheduled meeting, the Board shall meet with the grievant(s) and the Association Representative, and within ten (10) days of such meeting shall render a disposition of the grievance.

Level IV - If the Association is not satisfied with the disposition at Level III, or if no disposition has been rendered within ten (10) days of the Level III hearing, the Association, shall, if further pursuit is desired,

notify the Superintendent within ten (10) days that the grievance is to be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree that the decision of the arbitrator shall be final and binding, subject to the right of the Board or Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect. The fees and expenses of the arbitrator shall be shared equally by the parties.

- D. Powers of the arbitrator are subject to the following limitations. The arbitrator shall have no power to:
1. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. Establish salary scales.
 3. Interpret State or Federal law.
 4. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed, unless such matter involves improper compensation. In this event, adjustment shall be made retroactive to July 1 of the year filed.
- E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Any grievance upon which a disposition is not made by the employer within the time limits prescribed, or any extension which may have been mutually agreed to, shall be referred by the Association to the next step in the grievance procedure. Any grievance not carried to the next step by the Association within the prescribed time limits, as set forth in this article, or such extension which may have been agreed to in writing, shall be automatically closed upon the basis of the last disposition by the employer.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. Rights to Representation
1. The Association shall designate a representative to be present at all formal levels of the grievance procedure when requested by the grievant.
 2. The Association has the right to initiate Association Grievances. These grievances may be initiated at either Level I or II depending on where the decision being grieved originated. Grievances filed at Level II must be filed in writing within twenty (20) days from the alleged occurrence.

3. The Association shall have the exclusive right to determine whether or not to process a grievance by an employee or group of employees at Level II, III, and IV of the grievance procedure.

H. General Provisions

1. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.
2. Information necessary to the determination and processing of any grievance shall be furnished upon request.
3. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE III

MANAGEMENT RIGHTS

- A. The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work to employees, determine the size of the work force, and to lay off employees.
3. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies including all accounting procedures, all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of

supervision, and table of organization.

10. Determine the policy affecting the selection of employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association and its representatives may, in accordance with Board Policy, have the privilege to use designated areas of the school building on regular school days for Association business between 7 a.m. and 10:30 p.m., excluding periods of classroom instruction, provided that when special custodial services are required the Board may make a charge therefor. The use of facilities by the Association shall have prior approval of the Administration.
- B. The Association may use the designated school facilities and equipment including typewriters, mimeograph machines, audio visual equipment with approval from the Administration. The School District will be reimbursed by the Association for materials consumed, rental cost for leased equipment and repair when damaged as a result of their use.
- C. The Association may post notices of activities and matters of Association concern on designated bulletin boards and designated mailboxes, at the Bus Garage, Woodside School, the Vocational-Technical Center, and other ISD designated areas of instruction, so long as such distribution does not interfere in the normal operation of the work area or individual job performances. Such material may include campaign material from local, state or national levels. Material unfit for viewing by the general public or subversive to the District shall not be posted.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on approved areas of school property provided that this shall not interfere with or interrupt normal school operations. Notification shall be made to the designated Administrator when representatives of the Association enter the premises to conduct Union business, provided such business does not occur during assigned hours of work. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.
- E. Whenever the Association officials or their designees are scheduled, by mutual agreement, during working hours to participate in meetings, grievance hearings, or negotiations, they shall suffer no loss of pay. When possible and if necessary, substitute service shall be provided.
- F. The Board and the Association agree that there shall be no discrimination 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 collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.

- G. The Board agrees to make available to the Association in response to reasonable requests, available information which is compiled in an established form or report which is a matter of public record.
- H. Before major revision of policy which will affect Association members, the Association shall be given an opportunity to advise the designated agents of the Board prior to its adoption and/or general publication.
- I.
 - 1. The use of the ISD designated telephone by employees shall be as follows:
 - a. Calls are to be placed for school related business or family emergency only; social calls are not permitted. Emergency and important calls which need to be handled promptly may be received. Employees should notify the secretary if possible when such calls are anticipated. During an emergency, requests for privacy may be made when deemed necessary. In the event a long distance call must be placed and the employee does not have a telephone credit card, the phone call may be billed to the ISD and will be reimbursed by the employee. Any such billing will include a twenty-five percent (25%) service charge to cover the cost of billing and collection. Any telephone charges not paid to the employer within ten (10) days of billing may be deducted from the employee's next paycheck.
 - b. Calls are to be limited to five (5) minutes.
 - c. Employees shall be allowed to use the telephone before the regularly scheduled school hours begin, during their lunch breaks and after students are dismissed, unless there is an emergency situation.
 - d. Only school business or local calls are to be charged to the Intermediate School District.
 - 2. The Association recognizes the necessity of keeping telephone usage to a minimum during business hours. Officers of the Association may receive calls during their assigned lunch periods, special classes and after school, provided the frequency and duration of the call does not interfere with the operation of the school.
 - a. Calls are to be placed by elected officers or negotiators or state executive board members only.
 - b. Local calls only are to be charged to the Intermediate School District and calls are to be limited to eight minutes.
 - c. Such calls may be placed during the lunch period and after students are dismissed, except that the president, vice president, negotiators, or state executive board members may place calls during special classes provided the employee is not needed in class and the call is for Association business.

ARTICLE V

AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the

date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.

- B. If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association, (including MEA or NEA) of any funds collected from him/her pursuant to provision A, such bargaining unit member may present such objection pursuant to MEA policy. However, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof, pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association agrees to indemnify and save the Board, including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken or not taken by the Board, or in reliance upon signed authorization cards or lists furnished to the Board by the Association for the purpose of payroll deduction or dues, or for the purpose of complying with this Agreement subject to the following:
1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or other tribunal.
 2. The Association has the right to choose the legal counsel to defend any such suit or action.
 3. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association, as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA (ESP) constitution/bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct a pro rata amount for such dues, assessments and contributions from each regular salary check of the bargaining unit member beginning in September and ending in June of each year.
- E. The Association shall, at least fourteen (14) days prior to the second paycheck of the fall semester of each year, give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations. Dues shall be deducted in twenty (20) equal installments commencing in September of each year. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.

- F. Payroll Deductions. The Board agrees to make payroll deductions upon written authorization from employees for the following programs approved by the Board.
1. Credit Union.
 2. Tax Sheltered Annuities (maximum of three companies).
 3. Insurance.
 - a. In order to obtain the insurance premiums of contributing employees who do not receive paychecks in July and August, additional equal deductions will be made in May and June.
 - b. Contributing employees on approved leaves of absence with benefits continued must pay their share of the premium before the twenty-fifth of each month for coverage during that month.
- G. The Board shall advise the Association of all additions and deletions of unit members as they occur.

ARTICLE VI

EMPLOYEE RIGHTS AND PROTECTION

- A. The parties recognize that the school classroom shall not be used to advocate the employee's religious or political philosophy.
- B. Nothing contained within this contract shall be construed to deny or restrict to any employee or the Board of Education rights contained in the Michigan General School Laws, or other applicable laws or regulations. The rights granted employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. If an employee is injured while in the line of duty, medical, surgical, or hospital care will be furnished by the Board in accordance with the provisions of Workers' Compensation Law and Board Policy. (See Appendix for Procedure for Reporting On-the-Job Injury.)
- D. The use of corporal punishment is prohibited; however, a staff member may use reasonable and necessary force to remove dangerous weapons from students or to maintain discipline when the immediate safety of a staff member or student is threatened.
- E. Damage while in the line of duty, to personal property of the employee, excluding automobiles will be reimbursed by the Board, providing the employee's personal insurance does not cover the cost and the employee is not found negligent. This shall include personal property while on school premises, at building site or during school-approved projects. The amount is not to exceed \$100 (one hundred dollars). Information may be required in order to determine current value of damaged items. When it can be reasonably determined that an employee's car has been vandalized by a student, the Intermediate School District will assist the employee in recovering damages from the proper authority. If the cost is not recoverable and the employee has not been negligent, the Intermediate School District will reimburse up to \$100 if not covered by insurance. The Intermediate School District will reimburse up to \$100 for damage to an employee's automobile when determined to be on approved school business, provided the employee is not negligent and such damage is not covered by personal insurance.

1. The District shall reimburse cost of repairs or replacement of eyeglasses when broken by a student, provided employee insurance does not cover the cost. It is understood that the employee is to use his/her insurance, if available. If glasses are damaged in another instance during the same benefit year, the District will reimburse the cost provided the employee is not found negligent.
- F. Cases of assault upon an employee in pursuit of his/her duties shall be promptly reported to the designated Administrator. The Board will consult its legal representative before advising the employee of his/her obligation with respect to said matter and shall render reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- G. If an employee is sued because of disciplinary action the Board will consult its legal advisor before advising the employee of his/her obligations concerning the matter. The administration shall assist the employee in his/her defense, provided he/she acted in a reasonable manner and in accordance with applicable Administrative Rules and Board Policy.
- H. Time lost by employees in connection with an incident mentioned in Section E and F shall not be chargeable against the employees' accrued sick leave nor shall any employee suffer a loss of wages unless the employee's absence is the result of injury, or the employee is proven negligent.

ARTICLE VII

SENIORITY AND REDUCTION OF PERSONNEL

A. Seniority

1. Seniority shall be defined as length of continuous service within the District as a Bargaining Unit Member. In the circumstance of more than one (1) individual beginning employment on the same date, a drawing will be held in the presence of an Association Representative to determine position on the seniority list. Seniority under this Agreement accrues only to Bargaining Unit Members.
2. Probation

All new employees covered by this agreement shall be considered to be probationary employees during the first sixty (60) working days. During the probationary period, the employer, in its sole discretion, shall have the right to dismiss or terminate any probationary employee. An employee so terminated shall not have recourse to the grievance procedure set forth in this agreement. Upon successful completion of the probationary period, the new employee's seniority shall be calculated from the first working day.
3. Loss of seniority rights shall occur when a bargaining unit member: A) retires, B) resigns, C) is discharged for just cause which is not reversed, D) fails to report to work within ten (10) calendar days from receiving a notice of recall from lay-off, or E) is off the active payroll for any reason for a period of three (3) years, or the length of the employee's seniority, whichever is less.
4. Seniority shall continue to accrue for not more than two (2) years for employees on leaves of absence as determined by this agreement.

- a. Seniority shall accrue for personal, uncompensated absences, excluding sick days for a period of up to fifteen (15) work days per year. Employees will be charged one-half (1/2) day for uncompensated absences during half-day (1/2) work days.
 - b. Seniority shall accrue during leaves for prolonged illness in the immediate family or family emergencies for a period of sixty (60) days.
 - c. Seniority shall accrue for employees who take an educational leave during the summer months for a period not to exceed sixty (60) days.
 - d. 230-day employees may request a personal unpaid leave during the summer without loss of seniority. First consideration for said position shall be given to applicants who are laid off, then posted for 180-day employees. If no one applies for said position, a substitute will be hired. 230-day employees must apply for summer leave prior to May 15th of each year.
5. By September 15th of each year, the Board shall provide the Association President with a copy of the complete seniority list for each classification. The Association President shall notify the Superintendent of any concerns within fifteen (15) working days.
- a. Copies of the corrected seniority list shall be published by October 15th. Employees shall have fifteen (15) working days to register a written challenge to the list. Challenges will be signed, dated and given to the Association President. Challenges not registered during this period will not be considered. Registered challenges which have been ruled upon by the Association shall not be reconsidered at a later date.
6. An employee transferring to a different classification shall maintain seniority in the previous classification and shall accrue seniority in the new classification.
7. An aide-driver shall accrue seniority only in the aide classification. A driver-aide shall accrue seniority only in the driver classification.
- a. An aide-driver is an aide in a regular position who does supplemental driving.
 - b. A driver-aide is a driver in a regular position who does supplemental aiding.

B. Lay-off

1. Employees who are to be laid-off shall be notified as soon as possible and in no event will be provided less than thirty (30) days written notice. The word "lay-off" shall mean a reduction in the employee work force due to a decline in student enrollment or lack of funds or other unforeseen circumstances.
2. Lay-off, should it be necessary, shall take place by seniority within classification according to the following procedure:
 - a. Probationary employees will be laid-off by seniority.
 - b. Non-probationary employees shall be laid-off according to seniority within classification (least senior laid-off first).

- c. Any employee who is to be laid-off in one classification and who has the requisite seniority in another classification may bump the least senior employee in that classification.
 - d. Employee(s) whose position(s) have been eliminated shall have the opportunity to replace the least senior employee(s) in their classification and work category. If more than one employee in a classification is displaced, the affected employees shall select from available positions by seniority. The following stipulations will apply:
 - 1) The position involves the same or greater number of work hours, unless the person will accept less.
 - 2) He/she is the more senior employee.
 - 3) Posted qualifications are satisfied.
 - 4) Employees classified Custodian II may displace a less senior employee classified Custodian I provided the position of a less senior Custodian II employee working the same or greater number of hours is not available and the employee does not have seniority in other classifications.
3. Laid-off employees shall be given preference over new hires to available bargaining unit vacancies in other classifications, provided they meet the posted qualifications. A satisfactory probationary period must be completed. If the employee fails to complete the probationary period of sixty (60) days, he/she shall be laid off.
 4. Should the Board reinstate a position that has been eliminated or fill a position that has been allowed to remain vacant, the employee who previously held said position, if not on lay-off, shall be offered the position before it is posted to employees.
 - a. Aides who are forced to go from a 230 to a 180-day position will have first choice on recall for summer positions (by seniority). If one of these aides chooses not to work in the summer, the position will be offered to the laid-off employees in order of seniority.
 5. Laid-off employees shall have the option of collecting the established rate of pay for unused sick days within ninety (90) calendar days of lay-off.
 6. Laid-off staff who have submitted a written request within thirty (30) days for substitute work shall be called on a rotating basis for short-term assignments (1-4 days). Staff called for short-term assignments will remain in the position until the point at which it can be determined that the position will be of a duration of five (5) or more days. Staff assignments of five or more days refer to C1 (old Letter of Understanding).
 - a. Aides who are forced to go from 230 to 180-days will have first priority in rotation before laid-off aides for summer subbing.
 - b. Laid-off employees will begin subbing at the start of the new school year (July 1st) unless the lay-off occurs during the current year. In the latter instance, subbing will begin immediately in rotation.
 7. In the event a 230-day room becomes available after the start of the school year and there are

employees who have been forced to go from a 230 to a 180-day position, the employee with the most seniority will be offered the 230-day position. If no one wants the position it will be posted. This applies to the school year following the displacement.

8. In the event positions are eliminated at the beginning of the school year (before the 180-day year begins) and employees are displaced, the displaced employees will have the option of taking the available vacancies by seniority, or bump the least senior employee in their respective 230 or 180-day position by seniority.
9. Laid-off staff who have submitted a written request for substitute work are responsible for contacting the designated administrator when they will not be available for work for a period of time, e.g., on vacation for a week. Also, when a staff person is available to return to work, he/she shall contact the designated administrator (old Letter of Understanding).

C. Recall

1. Laid-off employees shall be recalled in reverse order of lay-off within each classification; the most senior employees shall be recalled first. An employee refusing an offer (in b and c only) to return to the same classification held at the time of lay-off shall lose their return rights. Laid-off employees shall not be mandated to accept temporary work. For purposes of this provision the definitions below will pertain:
 - a. Temporary: 5-30 days
 - b. Long-Term: 30 or more days
 - c. Regular assignment: permanent position
2. The Board shall give written notice of recall from lay-off by sending a certified letter to said employee at his/her last known address. It is the responsibility of each employee to notify the Board of any change in address. If an employee fails to respond to the notice within ten (10) calendar days from the date of receiving the notice it shall be considered a voluntary quit.
 - a. If an employee is unable to accept a position upon notification by the Board, a leave may be requested by the employee.
3. Employees shall be eligible for recall for a period of time equal to their seniority, but not more than two (2) years from the date of lay-off.

ARTICLE VIII

VACANCIES AND TRANSFERS

A. Vacancies

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspiration of its employees. Requests by employees for a transfer to a different class, building, or position shall be made in writing to the designated Administrator after the position is posted. A vacancy shall be defined for purposes of this Contract as an available position; i.e.,

- a. When a new position is created.
 - b. When a position is vacated.
 - c. When a part-time position becomes a full-time position.
2. Employees who have requested transfers shall be given preference over new hires to available vacancies provided qualifications are met. It is understood that vacancies in respective classifications shall be filled by seniority.
- a. In the event a bus driver is unable to continue in his/her current position due to medical reasons (accompanied by a doctor's statement), but is able to perform in another bus driver position, the following will occur:
 - 1) The Administration has the right to request a 2nd medical opinion at the Board's choosing at district expense.
 - 2) The driver who must give up his/her run shall replace a less senior driver with the least seniority in a position which he/she is able to perform.
 - 3) In such instances where #2 occurs, the switch will take place for no more than thirty (30) working days, at which time an additional doctor's statement will be sought and the position reviewed.
3. All employees should give at least fourteen (14) days notice of intention to resign positions. When an employee vacancy arises or is anticipated during the school year, the Administration shall post internal notice of same for six (6) working days along with a copy of each posting to the Association and members in all ISD work sites. If posted qualifications are changed, the position will be reposted. When the position is filled from within and a vacancy is so created, another posting for the second position just vacated shall be posted. There shall be no more than two (2) postings for vacancies occurring in the aide and custodial classifications. If a third vacancy occurs, the position will be offered to laid-off employees in that classification according to the recall process. Notice of vacancies shall specify as a minimum, the type of program, number of work days, hours, building and room number.
- a. Postings shall be sent to employees on layoff, leave and 180-days employees during the summer, provided a self-addressed, stamped envelope is left with the Director of Personnel.
4. When a 230-day position becomes vacant, it shall be filled by an aide who shall work 230 days.
5. Run Postings
- a. When a vacancy occurs during the year for a bus driving position, it will be posted for six (6) working days. Any interested party shall be in attendance at the Bus Garage and each vacancy as it occurs shall be filled by the most senior driver bidding for that position. The process shall continue until all positions are filled by those in attendance. Any remaining position shall be offered to laid-off drivers and then to new hires.
 - b. Runs shall be posted (if known) for at least six (6) working days.

- c. Any changes during the posting period shall be corrected as soon as possible.
- d. Necessary qualifications must be satisfied prior to the completion of the posting period.

B. Involuntary and Emergency Transfers

- 1. In cases of reduction in student enrollment, decreases in revenue, or other unforeseen circumstances, those aides with the least seniority in that classroom shall be the first to be reassigned involuntarily.
- 2. When a position is eliminated, the aides will first bump the least senior aide in their classification. Displaced aides under this process will bump the least senior aide on the seniority list.
- 3. In the event two (2) or more rooms are combined, the most senior aide(s) affected shall have the choice of the remaining position(s).
- 4. Aides who are displaced due to reduced staff allocations shall have the choice of remaining vacancies according to seniority.

C. Voluntary Transfers: Special staffing provision for displaced aides and aides desiring a change of position.

- 1. The following process will be completed prior to March 15 of each year unless otherwise agreed.
 - a. The Administration will develop a list of all positions created as a result of lay-offs (job pool).
 - b. The Administration will develop a list of aides, by seniority, who are displaced but not laid off due to reduced staff allocations (staff pool).
 - c. An aide desiring a change in position shall, between May 11th and May 25th, notify the Administration of his/her desire to be placed in the staff pool. A position shall be defined as a 180-day or 230-day assignment. His/her position will be added to the job pool and the aide will be placed, by seniority, on the staff pool list.
 - d. The staff and job pool lists will be finalized at 2:30 p.m., two (2) work days prior to the date designated for position selection. All staff remaining on the list at this time shall participate in the position selection process.
 - e. A meeting involving aides in the staff pool will be called no later than May 27th of each year to select positions. Only available positions that result from layoffs and positions assigned to aides desiring a change will be included.
 - f. Positions shall be filled by the most senior applicant possessing the necessary job requirements.
- 2. This special staffing provision shall supersede any inconsistent contract provisions that may relate to the filling of such vacancies.
- 3. If a 180-day position changes to a 230-day position, or vice-versa, the affected aide will:

- a. Stay in the position, or
- b. Receive a position through the posting process, or
- c. Bump the lowest aide in their respective classification.

ARTICLE IX

SCHOOL CALENDAR AND HOURS

- A. Two (2) extended day employees shall assist the Administration in determining the June and August break. The calendar shall consist of 180 work days and fifty (50) extended days. Employees assigned to a constituent school district shall follow the holiday schedule of that district unless otherwise arranged with the administration.
 1. The make-up of Act of God days will be rescheduled without pay. The specific schedule of make-up days shall be negotiated.
- B. No employee shall be required to work more than three and one-half (3 1/2) consecutive hours without a minimum of one (1) ten (10) minute break. If it is not possible to arrange this break, the employee will be compensated for this break time.
- C. All teacher aides will work a 180-day schedule. Those assigned to an SMI/SXI classroom requiring 230 days of instruction shall have first choice in working the extended schedule of fifty (50) days during the summer. Should they choose not to work the extended schedule, the fifty (50) day assignment will be filled on a seniority basis in the following manner:
 1. First offered to aides who have been forced to go from the extended schedule to 180 in that year.
 2. Offered next to laid-off aides.
 3. Offered to 180-day aides.
 - a. All teacher aides assigned to SMI/SXI classrooms must notify the administration of their intent to not work the extended schedule by May 15th.
 - b. The extended schedule positions will be posted by the third Monday in May.
- D. Aides' work days shall consist of six and one-fourth (6 1/4) hours, including a thirty minute (30) paid, duty-free lunch period. During the summer session, the work day shall consist of three and one-half (3 1/2) hours.
- E. Full-time custodial employees shall work eight (8) hours per day. Each employee shall be entitled to a duty-free lunch period of at least thirty (30) minutes and two (2) paid fifteen (15) minute breaks daily. The timing of the breaks and the timing and length of the lunch period will be arranged by the designated Administrator.

1. Regular shift assignments for custodians shall be:
 - a. Day shift - Monday through Friday.
 - b. Afternoon shift - Monday through Friday
 - c. Midnights - Sunday, 11 p.m. through Friday, 7:30 a.m.
 2. The parties recognize the desirability of having experienced custodians work the day shift, during the school year, when the day shift custodian is absent. To that end, the parties agree that if a custodian receiving a shift premium is required to work the day shift temporarily (less than permanent basis), s/he will continue to receive his/her shift premium while in the temporary position.
- F. Itinerant aides shall leave a program schedule with the special education secretary regarding where they may be reached during the day.
- G. School Closings:
1. When buildings are closed to students because of inclement weather or other emergencies, aides and drivers whose work is not required to transport students shall not report for work nor suffer loss of pay.
 - a. After Act of God days are expired, all drivers shall not be paid their regular wages on days when school is cancelled for all students. In the event a driver was working when school was cancelled, the employee shall be paid for time worked including scraping time, if applicable.
 - b. Make-up days will be paid at the time worked.
 2. When students at Woodside are dismissed early because of inclement weather, aides shall be dismissed within ten (10) minutes after departure of assigned students without loss of pay. Bus drivers shall be compensated at the hourly rate for excess hours over five (5) minutes per run due to breakdowns or accidents.
 3. When Lapeer Community Schools and one (1) other District are closed before the regular school day begins (due to inclement weather), ISD special education programs shall be closed and affected aides and drivers shall not be required to report for work or suffer loss of pay. When school buildings are open and school is closed for instruction, custodians shall receive work assignments from their designated supervisor.
 4. When school is cancelled or dismissed for part of a day, drivers and bus attendants whose regular work is decreased shall suffer no loss in wages, provided the ISD is not mandated to reschedule.
 5. The Lapeer County ISD Administration Building and all other District offices shall be closed for inclement weather when the Superintendent determines that weather conditions are so severe that it is not reasonable to remain open. A fan-out system shall be established to notify employees of office closings. Employees will not report for work on those days.

6. If a custodian is requested to report because of job requirements when District offices are closed, he/she shall be granted overtime. Overtime shall be one and one-half (1 1/2) hours for every hour worked after forty (40) hours.
7. When school is cancelled and ISD offices are open and conditions between a custodian's normal place of residence and his/her work station make it impossible to report, prior to normal reporting time, the custodian shall contact his/her immediate supervisor concerning the inability to report for work. The custodian may use one of the following options:
 - a. Use a personal business day.
 - b. Use a vacation day.
 - c. No pay day.
 - d. Compensatory time, if accrued time is available and the employee has exhausted his/her personal business and vacation allotment.
8. Aides and drivers using a sick or personal day shall not have that day charged against them when school is closed.
9. Personnel assigned to local districts shall follow the schedules of the local educational agency to which they are assigned. The parties recognize that employees shall not be compensated for days rescheduled by the local district(s).
10. In cases where bad weather occurs during the course of the day, drivers will be consulted to determine severity of the existing conditions.

ARTICLE X

WORKING CONDITIONS

- A. To provide additional supervision of students and optimize safe driving conditions, drivers shall be provided with attendants on buses when determined necessary by the Administration. This provision is subject to the grievance procedure excluding arbitration.
- B. Driving Time
 1. The administration will establish bus routes from time to time. The timing for such routes shall establish compensation time for the run involved, unless the run is altered as a result of a change in the number of students. If the final run scheduled is substantially altered, or if a majority of the drivers wish to reselect runs, a new run selection shall take place at a time mutually agreed upon by the Association and Administration. Final time adjustments will be made by the fourth Friday of school, unless mutually agreed upon by the Association and Administration.
 2. If the driver disagrees with the amount of time per run, he/she may submit a written request within ten (10) working days that the designated Administrator ride the bus to redetermine the time involved. This shall be done within five (5) working days of the receipt of said request.

- a. If a driver is delayed on a run due to circumstances beyond the control of the driver, compensation shall be at the regular hourly rate after five (5) minutes per run until the run is completed.
3. Bus Driver Compensation for Waiting Time
- a. Drivers requested to do additional driving and/or aiding (not part of the regular run), will be compensated a minimum of one (1) hour when the run is scheduled more than one (1) hour before or after the driver's regular run schedule.
 - b. Additional times scheduled less than one (1) hour from the regular run schedule shall be paid actual time, plus waiting time at fifty percent (50%) of the hourly rate when the time paid is less than one (1) hour.
 - c. When additional driving and/or aiding is scheduled less than fifteen (15) minutes apart as a portion of the regular run, the driver or aide shall receive his/her regular compensation.
 - d. When there is a significant increase or decrease in the number of students, the need for adding or reducing a driver will be examined using such factors as driver time and length of time students are enroute.
 1. A review committee consisting of three (3) drivers and three (3) supervisors shall have the opportunity to make a recommendation to the Superintendent prior to formal changes in the number of positions.

- C. Field trips shall be selected on a rotating basis according to seniority and hours. If no driver accepts such field trip, it may be assigned to the lowest seniority driver. Whenever possible field trips shall be posted two (2) weeks in advance. Trip selection shall be final. Future postings shall be offered by seniority rotation regardless of trip date. If the additional work conflicts with a driver's regular run, a substitute may be assigned, if available, to the regular run, at the driver's option.
1. The parties agree that any appropriately licensed bargaining unit member employed in any position in the community bus driver classification shall be entered on the field trip list equal to the driver(s) with the most available hours.
 2. Compensation shall be a minimum of one hour or the time posted.
 3. A driver refusing a trip shall have the posted time charged against his/her rotation schedule.
 4. Field trips must be selected within forty-eight (48) hours of posting.
 5. Summer field trip selection shall be offered only to drivers who have registered to drive during the summer. Selection shall be on a rotating seniority basis.
 6. Drivers may be required to assist in the supervision of students on field trips. If additional duties are required, it shall be indicated in the posting. Drivers, upon request, shall be provided maps, specific instructions, and a roster of participating students prior to the trip to insure safety of the children.
 7. Field trip drivers who are absent the day of the posted trip will not be paid for the trip and will be charged with the hours.

8. Field trip drivers will not be charged the hours for cancelled field trips and driver will return to the field trip drivers selection rotation.
- D. Substitutes for Field Trips:
1. It is understood that drivers who sign "yes" for field trips shall be required to be available as an alternate for subbing according to hours and seniority.
 2. If no other trip has been chosen (one posting) and the field trip driver is absent, the next "yes" on the posting sheet shall sub for said driver.
 3. If other trips have been chosen and the first field trip driver is absent, the next field trip driver shall have their choice of either trip. The field trip which is left shall go to the next driver who has signed "yes" on the posting sheet.
- E. All regular runs shall be selected on the basis of seniority. Run selection shall take place during August and June. In the interval, if the time of a daily run exceeds the posted time as a result of additional student(s), the Administration shall redetermine the time of the run.
1. Attempts will be made to equalize runs as much as possible, using add-ons, tack-ons, shuttles and noon runs. Attempts will be made to provide a minimum of work hours, i.e., four (4) hours of driver pay per day. All noon runs shall be selected by seniority unless a noon run is required to obtain four (4) hours of pay. Drivers whose runs contain POHI students served by Lapeer Community Schools will suffer no loss in pay when Lapeer Community Schools are closed on "Act of God" days. Runs scheduled for make-up days will be consolidated, posted and selected in the same manner as summer runs.
- F. Community bus attendant runs shall be posted during June and August. Bus drivers shall be given first opportunity for selection. Woodside bus attendants on community runs shall be paid an hourly rate for actual time worked. The community driver attendant shall have the option of accepting an additional assignment in attempting to equalize pay for a minimum of four (4) hours of driving pay.
- G. Bus drivers shall not be required to fuel or wash buses. Effective November 1st through March 31st, ten (10) minutes per day will be added to driving time for small buses and fifteen (15) minutes per day for drivers of large buses to clean windows and warm bus. Drivers shall be responsible for minor cleaning.
- H. Drivers shall be compensated at the hourly rate when required to attend group meetings.
- I. If a driver is delayed on a run due to circumstances beyond the control of the driver, compensation shall be at the regular hourly rate after five (5) minutes per run until the run is completed. If a driver misses a run under the same conditions, the driver will be compensated at the hourly rate.
- J. Changes made on time sheets affecting total hours will be brought to the Transportation Supervisor's attention when submitted. Changes made by the Administration will be discussed at that time with the driver. All time sheets shall be in duplicate, signed by the Administration and a copy returned to the driver within three (3) working days of submission.
- K. Permanent Substitutes - Bus Drivers
1. Waiting time shall be 5-7:30 a.m. and 12-2:00 p.m., with compensation of \$9.50 per day.

2. Sick pay shall be based on driver's hourly wage times the average number of hours per run.
3. Have the option of accepting a long-term (more than five days) substitute assignment or subbing on a daily basis. It is understood that if the above assignment is refused, the person assigned to the run shall have said run until the regular driver returns.
4. Permanent substitutes shall be given the opportunity to accept or reject long term run assignments whenever a change in circumstances occurs, e.g., leaves are extended or shortened, new vacancies occur or leave status changes.
5. If the assignment is less than five (5) days, the permanent substitute shall be notified of the run available on a first priority basis.
6. Community run assignments shall not be divided/shared. This does not apply to the permanent substitute during employee absences.

L. Extra Duty Attendants

1. Extra duty bus attendant jobs will be posted as such vacancies occur and will be granted on the basis of previous experience in the vacant position and provided the job does not interfere with the present teacher aiding duties. This shall override district seniority in this case only.
 - a. If a bus attendant goes on a paid leave, he/she is entitled to his/her job when he/she returns, provided it is within six (6) months and he/she has the required seniority. Medical leaves must be verified by a doctor's statement. After that, the regular aide is subject to bumping by a substitute, by seniority on the job.
 - b. Extra duty assignments will be held for a person for two months on an approved leave other than medical. After that, the regular attendant may be subject to bumping by a substitute, by seniority on the job.
 - c. Compensation will be paid for sick and personal business time for runs, provided the attendant has a balance of credits. He/she will not be compensated when he/she has run out of sick and personal business credits.
 - d. Workers' Compensation applies to bus attendants and bus drivers according to Workers' Compensation regulations and Board Policy.
 - e. When a sub attendant is asked to do a particular assignment, a.m. and/or p.m., he/she shall complete that assignment.
 - f. If an attendant is recalled to work after a lay-off, he/she may return to the least senior bus attendant position if he/she has the requisite seniority.
2. Substitute bus attendants will be assigned on a voluntary basis and numbers will be determined according to need.
 - a. The need for another sub will be announced in the weekly school paper.
 - b. If more than one person applies as a new sub, seniority rules, if the job doesn't interfere

with his/her present teacher aiding duties. Normally, a room requires a minimum of two (2) employees.

3. Substitute bus attendant assignments will be rotated so as to try to even out compensation. Availability of the sub for a specific assignment will be taken into consideration. A refusal to accept an assignment will result in a loss in the rotation schedule.
 4. Displaced Woodside bus attendants shall have the opportunity to bump the lowest seniority Woodside bus driver, providing he/she has the requisite seniority as a bus driver.
- M. Bus Driver Special Education Transportation Responsibilities
1. Seniority, reduction in force and route selection - At least one (1) regular driving position shall exist at Woodside School based on District need as determined by the Administration and be assigned at run selection for regular drivers. A supervisor shall determine the number of remaining positions and notify drivers of the number of positions required.
 2. Displaced Woodside drivers will be given the opportunity to sub for community runs which do not interfere with their aiding, when no regular drivers are available. Compensation will be at the established hourly rate of regular drivers.
- N. If possible, custodians shall be given a one (1) week notice before shift changes.
- O. A job description for custodians shall be contained in the Appendix of this Contract.
- P. Paychecks shall be available to all employees after 11 a.m. Bus drivers shall be given their paychecks after the morning run.
- Q. Two (2) thermometers will be kept in a designated room in each hall in buildings where instruction is taking place. When the temperature reaches (90) degrees Fahrenheit or falls below sixty (60) degrees Fahrenheit, attempts will be made to secure a more suitable environment. If this cannot be accomplished, students will be dismissed within one (1) hour from reading.
- R. Attempts will be made to employ substitutes when custodians are absent.
- S. First aid kits shall be provided in custodial areas.
- T. Work in excess of forty (40) hours shall be compensated at time and a half.
- U. When it becomes necessary to be absent from work, employees shall notify the office at least one (1) day in advance, whenever possible. In the event such notice is not possible, the employee shall follow instructions from their supervisor for the reporting of absences.

ARTICLE XI

LEAVES OF ABSENCE

- A. Paid Leaves

1. Sick Leave

- a. Each employee covered by this Agreement shall accumulate one sick day per eighteen (18) days worked on the 180-day schedule and one-half day per each fifteen (15) days worked on the summer schedule in a individual Sick Leave Bank (180, 10 days; 230 or full year employees, 12 days). In cases where the employee leaves the school system before the completion of the year, a deduction will be made from the final pay, if necessary.
- b.
 - 1) Accumulated sick days beyond ninety (90) shall be paid at the end of the fiscal year in accordance with Appendix A.
 - 2) Employees who have worked a minimum of one (1) year shall be paid the rates in Appendix A for accumulated days upon termination.
 - 3) Employees will be notified by October 1st of each year of the number of sick leave days carried over from the preceding year.
 - 4) An employee may use all or any portion of his/her sick days for emergency leave, or to recover from his/her own illness or disability. Sick days may be used for accident or major illness in the employee's immediate family or for making arrangements for medical or nursing care for a member of his/her immediate family.
 - 5) Immediate family shall be defined as mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, stepbrother, stepsister, stepmother, stepfather, stepson, stepdaughter of an employee and of his/her spouse, in-laws, including legal dependents living in the same household.
- c. Sick Leave Bank
 - 1) There shall be established a reserve of sick leave days for use by all aides and custodians working thirty (30) or more hours per week.
 - 2) Said Sick Leave Bank shall be established by a mandatory contribution of one (1) day per employee. Sick Leave Bank days shall accumulate from year to year. Employee contributions shall be made only when the bank contains less than two hundred (200) days.
 - 3) The use of days from the Sick Leave Bank shall be granted upon approval of a committee of three (3) representatives appointed by the Association, consistent with the rules adopted by the committee.
 - 4) A person will not be able to apply for days from the bank until his/her own accumulated sick leave is depleted.
 - 5) The Board may require an employee to submit to a physical or mental examination by the school district's physician at Board expense to determine whether involuntary sick leave is warranted.

2. Employees shall be allowed to use up to five (5) days per death in the immediate family. Additional days may be granted at the discretion of the Superintendent.
 - a. Employees shall have one (1) day leave to attend the funeral of a close personal friend, aunt, uncle, at the superintendent's discretion.
3. Any employee subpoenaed or summoned to jury duty shall be paid his/her full salary for each working day of absence, providing that court fees less mileage and meal allowance are refunded by the employee to the Board. The Board reserves the right to ask that the employee be excused from said jury assignment.

B. Unpaid Leaves

1. The following leaves of absence without pay or fringe benefits shall be granted by the Board for up to one (1) year when requested by the employee.
 - a. Child care, including paternity and adoption.
 - b. Prolonged illness in the immediate family.
 - c. One educational leave shall be granted upon request, to the first applicant, provided said employee has two (2) or more years of service. Additional leaves may be granted at the discretion of the Board.

The following leaves of absence without pay but with fringe benefits shall be granted by the Board for up to one (1) year when requested by the employee.

- a. Personal illness or injury, if accompanied by a physician's statement. The physician's report, at the employee's expense, will be provided indicating need for leave. Such leave shall be extended on an annual basis, providing proper information is submitted prior to the beginning of the current school year.
- b. Personal injury or illness (medical leave) shall be extended upon written request for the duration of the disability. Such request must include a statement from a medical doctor indicating need.

C. Other leaves, or extensions of leaves, may be granted at the discretion of the Board, upon written employee request.

D. During an unpaid leave, the employee's previously accumulated sick days shall be maintained.

E. At the beginning of each school year, or upon employment, each employee shall be credited with two (2) personal leave days if he/she works 180 days and three (3) days if he/she works 230 days or full year. Personal leave days shall be used for business which cannot be conducted except during school hours. An employee planning to use a Personal Leave Day shall notify the designated Administrator by submitting the appropriate form (see Appendix) at least three (3) days in advance, except in cases of emergency. Emergency days shall be granted without three (3) days notification when in conformance with this Article. An employee may be asked to explain the reason for the personal day(s) if the box marked "other" is checked on the leave request form. In such an event, the day will be granted if it is an absence for business which cannot be conducted except during school hours. Personal Leave Days

will not normally be granted before or after a holiday or recess. Personal Leave Days and Emergency Days will not be granted for recreational or vacation purposes. Personal Leave Days not used will be credited to an employee's accumulated sick leave.

1. Both parties recognize the importance of good attendance habits, and in order to encourage such habits, the Administration may invoke the following measures under circumstances of unusually high individual absenteeism:
 - a. Requesting a doctor's excuse for absences above three (3) days, and,
 - b. Disciplinary measures for employees abusing their sick day allowance.

- F. Association Days. In the event the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the further cause of its own professional purpose or other business leave pertinent to Association affairs, said representatives shall be excused (providing the frequency does not impair the quality effect of classroom instruction) and providing that said request for leave has been submitted to the designated Administrator for his/her approval as soon as possible prior to the leave. The Association will reimburse the District for the cost of substitute employees when provided.

- G. Return from Leave
 1. Medical
 - a. Employees returning from a medical leave of absence of six (6) months or less shall be returned to the same previously held position. If the position has been eliminated, or if the employee has been absent more than six (6) months, the employee shall assume the position of the least senior employee in his/her classification, providing the employee being bumped has less seniority than the employee returning.
 2. Leaves other than Medical

Employees shall be returned to the same previously held position for the period of up to two (2) months from the initial date of the leave. If the employee does not return to his/her position at the end of two (2) months, the position will be posted and filled. An employee returning after a two (2) month period and up to one year shall assume the position of the least senior employee in his/her classification providing the employee being bumped has less seniority than the employee returning. If the leave has been extended beyond one year, he/she may return to work at semester break (September, January, July) provided he/she has the requisite seniority, and meets job requirements.

- H. Salary Deduct Days

An employee may be granted, upon approval, salary deduct days (one-half or all of a day[s] without pay) for purposes not covered by the leave provisions of this Agreement with three (3) days prior notification. Seniority shall accrue for personal, uncompensated absences, for a period up to fifteen (15) work days per year.

- I. Vacation time, no pay days, or other requests for leave will be reviewed within three (3) working days of the request.

ARTICLE XII

SCHOOL IMPROVEMENT

- A. School Improvement Committees:
1. Participation by the employee is voluntary.
 2. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
 3. The master agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board.
 4. If school improvement program (SIP) meetings or activities are scheduled during an employee's regular work day and the employee is released from duties, it shall be without loss of pay to attend the meetings.

ARTICLE XIII

PERSONNEL FILES

- A. Reference to Personnel File shall refer to the file at the ISD office and this file shall contain all records of the Board pertaining to the employee, excluding initial reference, originating after initial employment.
- B. Each employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee to this review.
- C. Employees will be notified of any materials to be placed in the employee's personnel file and given a copy of same. If the employee believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file.
- D. If an employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- E. If a complaint is to become a part of the employee's personnel file, it shall be signed by the complaining party.
- F. After two (2) years of satisfactory evaluation, disciplinary material will be expunged from the file.

ARTICLE XIV
DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without Just Cause. Any such discipline by the Board or its representatives shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with the information concerning the basis for action. When such action is to be taken, the employee will be informed of the purpose of the meeting and will be entitled to representation by the Association. When a request for such representation is made, no action with respect to the employee shall be taken until such representation is present. Representation shall be provided by the Association immediately, but without disruption of the normal work day, unless so requested by the Administration. The Administration shall inform the employee that he/she has the right to have an Association representative present.
- B. Complaints directed toward an employee must be called to the employee's attention through written communication within five (5) working days of notification. All charges against an employee shall be made in writing, signed by the appropriate Administrator. Such complaints shall be investigated and acted upon within thirty (30) working days. If disciplinary action is not warranted, such complaint will be destroyed.
- C. The parties recognize the merits of progressive discipline. It is therefore agreed that the concept of progressive discipline shall be exercised and shall include: Verbal warning, written warning, reprimand, suspension with or without pay, and discharge. The Administration shall introduce the above levels of discipline where appropriate. Alleged breaches of discipline shall be brought to the employee's attention within five (5) working days of knowledge of occurrence. Any complaint not called to the attention of the employee shall not be used as the basis for any disciplinary action against the employee. Written warning/reprimands shall be signed by the employee for acknowledgement purposes.

ARTICLE XV
EVALUATION

- A. For the purpose of performance evaluation all monitoring or observations of employees shall be conducted openly. Although the evaluation of each employee is the responsibility of the Administration, it is understood that the teacher employed for the instructional program is also responsible to supervise the work of the instructional aides in his/her classroom. The evaluations of aides will be conducted by the teacher and principal. If the aide is not in agreement with the evaluation, at his/her request, the Administration shall assume responsibility for the administration of the evaluation process. Therefore, teachers shall not be solely responsible for evaluation of the classroom aide. Each written review of the employee's job performance shall be based on an observation of at least fifteen (15) minutes of work time. Evaluations of drivers and custodians will be carried out by the Administration's designated supervisor in each classification. The employee shall be made aware of such supervisors. An evaluation form for each classification shall be contained in the Appendix of this contract.
- B. The performance of all employees shall be evaluated, in writing, as follows:
 - 1. Probationary employees shall be evaluated, in writing, two (2) times in the first sixty (60) working days. A personal meeting will be held within fifteen (15) school days thereafter to review the job

performance.

2. Non-probationary employees shall be evaluated, in writing, at least once every three (3) years. A personal meeting will be held with each non-probationary employee within fifteen (15) school days thereafter to review his/her job performance.
- C. Two (2) copies of the written evaluation shall be submitted to the employee, one to be signed and returned to the Administration and the other one to be retained by the employee. In the event that the employee feels that his/her evaluation was in error, he/she may put his/her objections in writing on the back of the evaluation report to be placed in his/her personnel file. If an employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- D. In the case of an unsatisfactory observation which is to be used as a part of the evaluation, a written review form contained in the Appendix of this contract shall be used and a conference held within ten (10) working days. Said written review shall indicate clearly:
1. What the problems are.
 2. Program for improvement.
 3. Length of time for said improvement.
 4. Consequences for non-improvement.

ARTICLE XVI

BARGAINING UNIT MEMBER SELF IMPROVEMENT

- A. The parties support the principle of continuing education for Bargaining Unit Members.
- B. In-Service Days
1. a. The Board agrees to provide two (2) one-half (1/2) day sessions for in-service for aides. When possible, these days should coincide with teacher in-service days. In the event no in-service is scheduled and there is no student responsibility, employees shall be dismissed.
 - b. Drivers shall be compensated for mandatory bus driver school or in-service at minimum hourly wage.
 2. In the event that in-service sessions are held outside the Lapeer County Intermediate School District, expenses will be provided or reimbursed in accordance with District policy.
 3. The in-service sessions shall be part of the normal school day and the employee is to be paid his/her regular salary. In-service scheduled outside working hours is optional.

4. In-service may include visiting other school programs or facilities.
5. All in-services scheduled during working hours shall be made available for all employees to the extent feasible.

ARTICLE XVII

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of uninterrupted operation of the instructional program during the school year. The Association agrees that neither it nor any of the employees in the Association, during the period of this Agreement, will participate in, authorize, assist or support any strike, slowdown, sanction work stoppage of any kind in this District, including "mass sickness" or any concerted or group activity which has the effect of withholding, in full or in part, any services unless the Board refuses to implement an arbitration award issued in accordance with this contract, after the appeal procedures have been completed. In the event of any violation, the Board may take whatever disciplinary action it deems appropriate, including discharge. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employee to work as expediently and quickly as possible by:
 1. Taking prompt, affirmative action to prevent strikes or picketing or any other action as described above by notifying the employees and the public that the Union disavows their actions;
 2. Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
 3. Taking such other action which is reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE XVIII

COMPENSATION

- A. The salaries and/or hourly wages for employees shall be set forth in Appendix A, Salary Schedules.
- B. Employees who participate on overnight trips shall have lodging and meals provided.
- C. Aides and drivers approved to participate in assignments requiring overnight responsibilities with students shall be reimbursed at the following rate of: Aides shall receive thirty-five (\$35) dollars per night in addition to the daily rate of pay. Drivers shall receive sixty-five (\$65) dollars per day for said trip.
- D. Two hundred thirty day employees and year round employees shall receive twenty-six (26) bi-weekly pays. One hundred eighty day employees shall have the option of 21 or 26 bi-weekly pays. Employees shall not be required to work more days than his/her calendar requires (e.g., 180, 230, etc.) without additional compensation. Compensation shall be based on his/her daily rate for said days.

- E. If a no pay day is taken during the 180-day work schedule, it will be deducted as follows: $180\text{-day salary} \div 180 = \text{daily rate}$. If a no pay day is taken during the extended schedule, it will be deducted as follows: $\text{extended salary rate minus the } 180\text{-day salary rate} \div 50 = \text{daily rate}$.
- F. A driver shall receive up to five (\$5) dollars for lunch and/or eight (\$8) dollars for dinner for meal allowance for each four (4) hours or fraction thereafter for field trips when meals are not provided.
- G. Drivers will be compensated in an amount up to thirty (\$30) dollars for required physical examinations at the doctor of their choice, or the actual cost of the physical at the designated facility.
- H. Mileage reimbursement for use of personal automobiles on approved Intermediate School District business shall be reimbursed at the IRS rate that is in effect on January 1st of the current year. The rate will be provided in writing by the Board-appointed CPA firm.
- I. The pay of an aide-driver is based on the salary of a teacher aide. In addition to that salary, a bonus of \$4.50 per run will be paid. A run is defined as follows:
 - 1. Transporting a load of students to/from Oakdale or Woodside.
 - 2. Picking up and returning a load of students from one school program to another, such as for media center or assembly.
- J. Employees in the custodial area shall be given a \$42 per year shoe allowance. Bus drivers shall receive a \$25 jacket allowance if they do not elect health insurance.
- K. All employees shall receive forty-five (\$45.00) per year for each accumulated sick day beyond ninety (90) at the end of each fiscal year.

ARTICLE XIX

Insurance Protection

- A. The Board shall offer without cost to aides and custodians (except housekeepers) working thirty (30) or more hours, and drivers working twenty or more hours, the following:
 - 1. Group Life Insurance with accidental death and dismemberment and waiver of premium in the amount of \$30,000; custodians with 0-3 years experience, \$20,000.
 - 2. Long-Term Disability insurance will be provided with benefits at the rate of 70% of the contractual salary up to a maximum of \$1,500 per month, continuing to age sixty-five (65) or return to work, whichever comes first. There will be a ninety (90) calendar day waiting period. The policy will include a social security freeze provision and coverage for mental illness, alcoholism and drug addiction. Otherwise, the coverage is subject to conventional and commercially acceptable exemptions and offsets. The Board shall pay the aides and custodians wage when disability extends beyond thirty (30) working days until the nintieth calendar day. If after the termination of disability the employee again becomes disabled for the same or directly related cause, the later period of disability shall be considered a continuation of the previous period, unless the employee had actively worked full-time for a period of at least six (6) months.

3. In cases of disability resulting clearly from work-related injury or illness as determined by the Administration, the combination of Worker's Compensation payments and gross payroll for the period of disability shall not be less than 75% of the normal gross pay which would have been earned during the same period and further, in the event the disability is less than the required days for Worker's Compensation payment, the employee will receive his/her normal gross pay and no charge will be made against personal sick leave accumulation. However, in no instance shall payroll reimbursement be made when Worker's Compensation is equal to or greater than 75% of the normal gross pay for said period.
4. Dental: Plan C-03 Delta Dental with internal and external coordination of benefits for employee and eligible dependents (\$1,500 Class III) (80-80-80 with \$1,500 adult ortho rider).
5. Vision: VSP III for employees and eligible dependents.
6. The Board shall pay one hundred (100%) percent of the premium for aides and custodians working thirty or more hours and drivers working twenty or more hours (who have completed the probationary period) and their eligible dependents for the following MESSA-PAK SUPERCARE I plan:

PLAN A: For employees electing health insurance

HEALTH	SUPER CARE I (\$5,000 Basic Term Life)
LONG TERM DISABILITY	70% \$1,500 MONTHLY MAXIMUM BENEFIT 90 CALENDAR DAYS - STRAIGHT WAIT MATERNITY COVERAGE PRE-EXISTING CONDITION WAIVER FREEZE ON OFFSETS ALCOHOLISM/DRUG - 2 YEAR LIMITATION MENTAL/NERVOUS - 2 YEAR LIMITATION COST OF LIVING BENEFIT TWO YEAR OWN OCCUPATION
NEGOTIATED LIFE	\$30,000 WITH AD&D
VISION	VSP-3
DENTAL JULY 1-JUNE 30	80-80-80: \$1,500 (\$1,000 MAXIMUM CLASS I & II BENEFITS)

PLAN B: For employees not electing health coverage

LONG TERM DISABILITY	SAME AS ABOVE
NEGOTIATED LIFE	\$30,000 WITH AD&D
VISION	VSP-3
DENTAL JULY 1-JUNE 30	80-80-80: \$1,500 (\$1,000 MAXIMUM CLASS I & II BENEFITS)

OPTION MONEY

\$100 TOWARD OPTIONS/ANNUITIES

MESSA-PAK rate quotes for the coming year will be requested from MESSA by mutual letter by April of each year.

- B. In the event that the 1994-95 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1993-94 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1993-94 costs, the association president and chief negotiator will respond in writing by June 30, 1994 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:
 - a. Reduce LTD from 70% to 66 2/3%.
 - b. Reduce dental from 80-80-80 with \$1,500 to 80-80-80 with \$1,300.
 - c. Adjust the salary schedule accordingly.

- C. In the event that the 1995-96 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1994-95 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1994-95 costs, the association president and chief negotiator will respond in writing by June 30, 1995 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:
 - a. Reduce LTD from 70% to 66 2/3%.
 - b. Reduce dental from 80-80-80 with \$1,500 to 80-80-80 with \$1,300.
 - c. Adjust the salary schedule accordingly.

- D. In the event that the 1996-97 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1995-96 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1995-96 costs, the association president and chief negotiator will respond in writing by June 30, 1996 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:
 - a. Reduce LTD from 70% to 66 2/3%.
 - b. Reduce dental from 80-80-80 with \$1,500 to 80-80-80 with \$1,300.
 - c. Adjust the salary schedule accordingly.

- E. If an employee elects to drop employer health insurance coverage, the employee shall be paid either \$100 per month toward a board approved annuity or a cash equivalent amount during the time coverage is not in effect. Article XIX, A6 will be utilized for making appropriate annuity payments.

- F. Newly hired employees must exercise this option at the time of hire. Current employees may elect to drop or reinstate employer-provided health insurance effective July 1st of each year. To be effective, notice of the employee's election must be received by June 1st.

- G. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure vision, health and dental insurance coverage for the full twelve-month period commencing October 1st and ending September 30th. L.T.D. and life insurance shall be continued until the date of employee termination (i.e., August 31st).

- H. Effective January 1, 1995, no bargaining unit member shall have duplicate coverage under both the Employer's health insurance and health insurance coverage of a spouse or other family member. Upon signing of this Agreement, each bargaining unit member shall be required to complete a statement indicating whether or not he/she has dual coverage. Employees who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and to drop the Employer's coverage, or to continue coverage under the Employer's policy. If coverage with the Employer is elected, the Employee must certify to the Employer that he or she has been dropped from other coverage. Should an employee fail to make the election in a timely fashion, the Employer shall have the right to drop the Employee from the Employer's coverage on thirty (30) days notice to the Employee.

Employees who are covered under another health insurance policy must provide written authorization to permit the Employer to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.

Employees who maintain duplicate coverage contrary to the terms of this provision shall be required to reimburse the Employer for the cost of the Employer-provided coverage for all months in which duplicate coverage was maintained by the Employee, said reimbursement to be made by payroll deductions.

Employees whose spouses have mandatory health care coverage are exempt from the article.

ARTICLE XX

MISCELLANEOUS

- A. This contract shall supersede any rules, regulations, or practices which shall be contrary to, or inconsistent with its terms.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE XXI

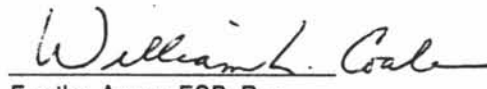
DURATION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or application shall continue in full force and effect.
- C. Copies of this Agreement shall be printed by the Board, at its expense, within thirty (30) days of ratification, and shall be provided to the Bargaining Unit Members now and hereafter employed by the Board. The Association shall be provided with an additional twenty-five (25) copies.
- D. All Articles of this Agreement shall be effective upon ratification through June 30, 1997.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 8 day of November 1994.


 President of the Board


 For the Assoc.-ESP Rep.


 Secretary of the Board


 ESP Bargaining Chairperson

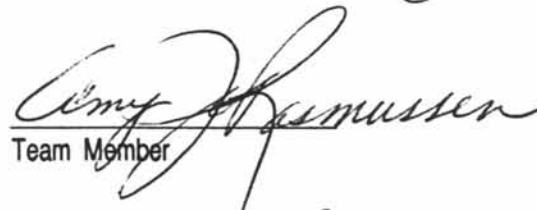
"DISTRICT"

"ASSOCIATION"

 Team Member


 Team Member

 Team Member


 Team Member

 Team Member


 Team Member PTLA!

APPENDIX A
SALARY SCHEDULES

	<u>Bus Drivers - Hourly Rate</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	11.65	11.96	12.28
1	12.18	12.51	12.85
2	12.64	12.98	13.33
3	13.19	13.55	13.92
4	13.64	14.01	14.39
5	14.08	14.46	14.85
6	14.63	15.03	15.44

	<u>180-Day Aides - Annual Rate</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	11,777	12,095	12,422
1	12,572	12,911	13,260
2	13,356	13,717	14,087
3	14,141	14,523	14,915
4	14,932	15,335	15,749
5	15,750	16,175	16,612
6	16,607	17,055	17,515

Based on 180 days @ 6.25 hours

	<u>180-Day Extended Schedule Rate</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	13,555	13,921	14,297
1	14,736	15,134	15,543
2	15,908	16,338	16,779
3	16,988	17,447	17,918
4	18,170	18,661	19,165
5	19,249	19,769	20,303
6	20,332	20,881	21,445

Based on 180 days @ 6.25 hours & 50 days @ 3.50 hours

	<u>Bus Aides - Hourly Rate</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	8.39	8.62	8.85
1	8.59	8.82	9.06
2	8.78	9.02	9.26
3	8.91	9.15	9.40
4	9.11	9.36	9.61
5	9.30	9.55	9.81
6	9.48	9.74	10.00

Additional Compensation

Longevity Pay: After 7 years of continuous service, \$250
 After 8 years of continuous service, \$350

1994-95 230 day Aides and 230 day Bus Drivers will be paid July 29, 1994 for the previous school year (1993-94). 180 day Aides and 180 day Bus Drivers will be paid on September 23, 1994 for the previous school year (1993-94)

1995-96 230 day Aides and 230 day Bus Drivers will be paid July 28, 1995 for the previous school year (1994-95). 180 day Aides and 180 day Bus Drivers will be paid on September 22, 1995 for the previous school year (1994-95).

1996-97 230 day Aides and 230 day Bus Drivers will be paid July 26, 1996 for the previous school year (1995-96). 180 day Aides and 180 day Bus Drivers will be paid on September 20, 1996 for the previous school year (1995-96).

Any employee whose employment with the district is discontinued during the course of a year shall be paid a pro-rated amount. Employees shall qualify for longevity pay at the conclusion of their seventh year of service.

During the fiscal year in which a 180-day employee reaches seven (7) years of service, he/she shall receive a longevity payment of \$250 (eight [8] years, \$350) on the second pay of September.

Extended year employees shall receive a longevity payment on the second pay of July in accordance with the above schedule.

College Credits: 30 credits, \$300
 60 credits, \$600

Effective 1/31/92, college credits must be work related.

Unused sick days shall be paid at the following rates:

1994-95 \$45.00
1995-96 \$45.00
1996-97 \$45.00

<u>Custodian I - Hourly Rate</u>			
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	12.63	12.97	13.32
1	14.16	14.54	14.93
2	14.87	15.27	15.68

<u>Custodian II - Hourly Rate</u>			
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
0	11.38	11.69	12.01
1	12.91	13.26	13.62
2	13.71	14.08	14.46

Shift differential: 25¢ per hour for second and third shift. All figures based on a 40-hour week.

1994-95 based on 261 days @ 8 hours = 2,088

1995-96 based on 260 days @ 8 hours = 2,080

1996-97 based on 261 days @ 8 hours = 2,088

Vacation days: 1 to 4 years	2 weeks
5 to 9 years	3 weeks
10 to 19 years	4 weeks
over 20 years	5 weeks

(Employees may carry over up to one-half of a year's vacation to the next year, more with prior supervisory approval.)

Vacation - Holiday Schedule

<u>Holiday</u>	1994-95	1995-96	1996-97
July 4th	July 4-5	July 3-4	July 4-5
Labor Day	Sept 5	Sept 4	Sept 2
Thanksgiving	Nov 24-25	Nov 23-24	Nov 21-22
Christmas	Dec 23 & 26	Dec 25-26	Dec 24-25
New Year's	Dec 29-30	Dec 29, Jan 1	Dec 31, Jan 1
Good Friday	April 14	April 5	March 28
Memorial Day	May 29	May 27	May 26

When a custodian (except Housekeeper) works on a day set aside as a holiday, that day shall be deferred for use at a later time.

Benefits will be credited to the employee on July 1st of the year in which the employee's anniversary date falls, provided the probationary period has been met.

Custodian Compensation (continued)

Longevity pay:	0 - 4 years	None	12 - 15 years	\$400
	5 - 7 years	\$250	16 - 19 years	\$450
	8 - 11 years	\$350	over 20 years	\$500

1994-95 Custodians will be paid July 29, 1994 for the previous school year (1993-94).

1995-96 Custodians will be paid July 28, 1995 for the previous school year (1994-95).

1996-97 Custodians will be paid July 26, 1996 for the previous school year (1995-96).

Any employee whose employment with the district is discontinued during the course of a year shall be paid a pro-rated amount. Employees shall qualify for longevity pay at the conclusion of their seventh year of service.

College Credits: 30 credits: \$300
60 credits: \$600

Effective 1/31/92, college credits must be work related.

Unused sick days shall be paid at the following rates:

1994-95	\$45.00
1995-96	\$45.00
1996-97	\$45.00

Housekeeper - Hourly Rate

<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$5.00	\$5.14	\$5.28

No shift differential, longevity compensation, college credit compensation, fringe benefits, vacation time, or sick day compensation. After 60 days probationary period, grant 3 paid sick days (1 for duration of 1st semester, 2 more available for use during the second semester). Second year of employment: 2 sick days per semester. Third year of employment: 5 sick days to be used as necessary. Sick days do not accumulate nor can Housekeepers participate in the sick leave bank.

APPENDIX B
OFFICIAL GRIEVANCE

Number _____

Name _____ Date Filed _____

School _____ Date Grievance Occurred _____

Level Submitted _____ Individual Grievance _____ Association Grievance _____

(Attach additional sheets where necessary)

Contract Citations

Statement of Grievance

Relief Sought

Signature of Grievant _____

Signature indicating receipt of form: _____

Received by _____

Date Received _____

Submit all copies to Designated Administrator or Secretary. The Designated Administrator or Secretary will sign and date receipt.

Distribution: One copy to each of the following: Association Office
Personnel Office
Designated Administrator
Grievant

APPENDIX C

TEACHER'S AIDE EVALUATION

NAME _____ BUILDING _____ DATE _____

The purpose of this evaluation is to help maintain a dialogue between teacher and aide regarding the work and the atmosphere in the instructional area. New aides will be evaluated every two (2) weeks for six (6) weeks and once again at the end of six (6) months. For new aides, consideration is expected for time to learn the job. Following the probationary period, aides will be evaluated two (2) times during the school year (in October and February). However, should special problems arise, additional evaluations may be necessary. The Comments section is available for comments by teachers and/or aides. The following rating system will be used to evaluate the factors listed below.

O-OUTSTANDING S-SATISFACTORY U-UNSATISFACTORY
 VG-VERY GOOD N-NEEDS IMPROVEMENT NA-NOT APPLICABLE
 G-GOOD

FACTORS	RATING	COMMENTS
<p>RELATIONSHIP WITH STUDENTS</p> <ul style="list-style-type: none"> a. Shows initiative, imagination and enthusiasm. b. Shows concern for students' welfare. c. Interacts favorably with students. d. Shows awareness of students' programs. e. Other <p>WORK HABITS AND ATTITUDES</p> <ul style="list-style-type: none"> a. Maintains appropriate dress and grooming. b. Maintains regular attendance. c. Observes scheduled times for starting and ending work day. <p>PROFESSIONAL CHARACTERISTICS</p> <ul style="list-style-type: none"> a. Uses time wisely. b. Is fair & consistent with students. c. Follows through with instructions. d. Is flexible to classroom needs. e. Shows ability to share ideas and give feedback. f. Other 		

I have received my job factors: _____
 Name _____ Date _____

I have received the evaluation of the above factors:

 Name _____ Date _____

 Teacher's Signature

APENDIX D

TEACHER AIDE EVALUATION REVIEW FORM

Employee

Date

Class/Activity

Time

1. State specifically the problem areas. (Include a specific description of unacceptable behavior.)

2. Specific program for improvement.

3. Length of time for said improvement.

4. Consequences clearly stated for non-improvement.

Employee

Evaluator

Signature indicates receipt of this completed form and does not necessarily mean agreement with its contents.

Signature

Date

APPENDIX E

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT

BUS DRIVER'S PERFORMANCE CHECK LIST

Employee	Date		
DID THE DRIVER....	Time	YES	NO
1. Check the bus properly before boarding (pre-trip inspection)?	_____	_____	_____
2. If the engine was cold, warm it up properly?	_____	_____	_____
3. Assume proper driving position?	_____	_____	_____
4. Orient properly to the driver's seat before taking off?	_____	_____	_____
5. Use seat belt?	_____	_____	_____
6. Test the brakes before pulling into traffic when leaving the parking area?	_____	_____	_____
7. Use proper signals before making a turn?	_____	_____	_____
8. Get into the proper lane before making a turn?	_____	_____	_____
9. Accelerate properly?	_____	_____	_____
10. When stopping to load or unload pupils, use the warning lights at least 200 feet before stopping?	_____	_____	_____
11. Make stops properly at railway crossings?	_____	_____	_____
12. Use good judgement in passing other vehicles?	_____	_____	_____
13. Use brakes properly in bringing the bus to a stop?	_____	_____	_____
14. Allow plenty of room when following other vehicles?	_____	_____	_____
15. Check traffic before opening door to discharge pupils?	_____	_____	_____
16. Make sure that all was clear before backing?	_____	_____	_____
17. Carry on unnecessary conversation with passengers?	_____	_____	_____
18. Observe speed limits?	_____	_____	_____
19. Observe and understand dashboard gauges?	_____	_____	_____

- | | | |
|--|-------|-------|
| 20. Slow down at uncontrolled intersections? | _____ | _____ |
| 21. Show impatience with other drivers? | _____ | _____ |
| 22. Keep eyes moving? | _____ | _____ |
| 23. Demonstrate ability to control the bus in situations
demanding maneuvering skill? | _____ | _____ |
-

PROBLEM AREAS

PROGRAM FOR IMPROVEMENT

CONSEQUENCES FOR NON-IMPROVEMENT

OTHER COMMENTS

Employee

Evaluator

APPENDIX F

CUSTODIAL EVALUATION

Employee

Date

Activity Observed

Time

1. State specifically the problem areas. Include a specific description of unacceptable work performance or behavior.

2. Specific program for improvement.

3. Length of time for said improvement.

4. Consequences for non-improvement.

Signature of Employee

Signature of Evaluator

Signature below indicates receipt of this evaluation and does not necessarily mean agreement with its contents.

Signature of Employee

Date Signed

PERFORMANCE CHECKLIST FOR CUSTODIAL EVALUATION

Name _____
 _____ Probationary _____ 3-Year

Date _____

Meeting Work Standard Specifications

	Poor			Very Good	N/A
1. Building Security	1	2	3	4	5
2. Trash Removal	1	2	3	4	5
3. Bathrooms Processed	1	2	3	4	5
a. Toilets	1	2	3	4	5
b. Sinks	1	2	3	4	5
c. Floors	1	2	3	4	5
d. Walls	1	2	3	4	5
e. Restocking	1	2	3	4	5
4. Room Floors	1	2	3	4	5
a. Dry mopping	1	2	3	4	5
b. Wet mopping	1	2	3	4	5
5. Carpets Vacuumed	1	2	3	4	5
6. Padded Mats	1	2	3	4	5
7. Refrigerators	1	2	3	4	5
8. Microwaves	1	2	3	4	5
9. Ovens/Stovetops	1	2	3	4	5
10. Sinks & Countertops	1	2	3	4	5
11. Window Sills	1	2	3	4	5
12. Office Desks	1	2	3	4	5
13. Gym Floors	1	2	3	4	5
14. Hall Floors	1	2	3	4	5
15. Exits-Floors & Windows	1	2	3	4	5

Explanatory Notes:

APPENDIX G

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
1996 West Oregon
Lapeer, Michigan 48446

J O B D E S C R I P T I O N

POSITION: Custodian I
CLASSIFICATION: Custodian I
RESPONSIBLE TO: This custodian is directly responsible to and under the supervision of the building administrators.

Duties and Responsibilities:

Performs services and acts in direct support of or at the request of the Building Administrators of the Lapeer County Intermediate School District.

1. Responsible for cleaning and upkeep necessary to maintain a neat, clean appearance inside and outside and of all contents and equipment and areas of assigned buildings and grounds.
2. Responsible for the operation and maintenance of all equipment related to the care and upkeep of buildings and grounds.
3. Assume responsibility for security and operation.
4. Guard against fire and theft and to report unusual conditions to supervisor.
5. Perform daily physical inspections of assigned building and premises, keeping records and inspection sheets.
6. Miscellaneous duties as assigned by Building Administrators.

APPENDIX H

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
1996 West Oregon
Lapeer, Michigan 48446

J O B D E S C R I P T I O N

POSITION: Custodian II
CLASSIFICATION: Custodian II
RESPONSIBLE TO: The Custodian II is directly responsible to and under the supervision of the Building Administrators.

Duties and Responsibilities:

Performs services and acts in direct support of or at the request of or as assigned by Building Administrators of the Lapeer County Intermediate School District. Duties shall include, but are not limited to the following:

1. Performs basic cleaning duties throughout the building. Includes: dusting, vacuuming, mopping and sweeping.
2. Unlocks the building for daily operation.
3. Responds to mopping and cleaning emergencies.
4. Moves furniture as necessary.
5. Arranges room(s) for special events and meetings.
6. Assists with ground maintenance. Includes: mowing, pruning, trimming, snow removal, and equipment maintenance.
7. Performs minor repairs as requested.
8. Cooperates with other custodians and administration to maintain adequate cleaning supplies.
9. Performs miscellaneous duties such as picking up mail, getting copy paper, performing errands, etc.

APPENDIX I

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
1996 West Oregon
Lapeer, Michigan 48446

J O B D E S C R I P T I O N

POSITION: Housekeeper
CLASSIFICATION: Housekeeper
RESPONSIBLE TO: The Housekeeper is directly responsible to and under the supervision of the Building Administrators.

Duties and Responsibilities:

Performs services and acts in direct support of or at the request of or as assigned by Building Administrators of the Lapeer County Intermediate School District. Duties shall include, but are not limited to the following:

1. General dusting/wiping of areas including teacher desks, student desks, bannisters, doors, shelving, sills, tables, countertops, etc.
2. Window washing (interior and exterior)
3. Trash collection if necessary
4. Light vacuuming if necessary
5. Dry-mopping of floors
6. Assist staff as needed for such tasks as moving furniture, arranging room(s) for special events and meetings, ground maintenance, etc.

Secondary Responsibilities:

1. Perform miscellaneous duties which are outside the realm of those normally performed by the custodian/maintenance staff.

Medical Procedures

If an employee is concerned that he or she is performing procedures considered to be the responsibility of medical personnel, they are to report, in writing, to the Assistant Director of Special Education. This matter will be studied and a written response provided regarding further action to be taken and the reason for said decision.

APPENDIX K

PROCEDURE FOR REPORTING ON-THE-JOB INJURY

In the event of accident or injury:

1. If treatment other than first aid is required:
 - a. The appropriate administrator must authorize treatment.
 - b. If emergency treatment is required, the injured should be transported as soon as possible to Lapeer Regional Hospital. Emergency staff of the hospital (664-2244) should be notified prior to the patient's arrival. The hospital staff should be informed if it is a work-related injury and Workers' Compensation coverage charged.
 - c. For treatment other than emergency, call the District doctor (Dr. Franckowiak) and make arrangements for immediate treatment. In the event the district doctor is not available, make an appointment for immediate treatment with the first doctor you can locate.
 - d. If treatment is required outside working hours, the employee is to contact a District doctor's office or the hospital and then notify the Building Administrator as soon as possible.
2. In all injury or accident cases, initiate an "Accident Report" form within twenty-four (24) hours after occurrence. Be sure the injured party signs it. If treatment by hospital staff or a District doctor was required, attach a copy of the treatment statement.

APPENDIX L
LAPPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
LEAVE AND CONFERENCE REQUEST FORM

Name _____ Building _____
Date _____ Date(s) _____
Submitted _____ Absent _____

Indicate type of leave requested and complete appropriate area:

____ SICK LEAVE ____ PERSONAL BUSINESS ____ VACATION
____ JURY DUTY ____ ASSOCIATION LEAVE ____ CONFERENCE
____ WITHOUT PAY ____ WORKERS' COMPENSATION ____ OTHER (specify) _____
____ BEREAVEMENT: Relationship of deceased _____

SICK LEAVE: (Check one) Personal _____ Family Related _____

Nature of illness or injury: _____

Are sick leave bank days required? ____ Yes ____ No

PERSONAL BUSINESS: By checking one of the blanks below, I certify that the leave requested is for business which cannot be conducted during non-working hours and is not for recreational or vacation purposes or for concerted activities as defined by PERA.

____ Legal ____ Medical ____ Education ____ Emergency
____ Other (specify) _____

CONFERENCE:

Name of Conference _____

Location _____

Estimated Expenses: \$ _____ Travel; \$ _____ Lodging; \$ _____ Meals;

\$ _____ Registration; \$ _____ Other (specify) _____

Total Conference Expenses Requested: \$ _____

Attach copy of program or announcement of the conference (60-day notice required for out-of-state conferences, 15-day notice for those within the state).

COMMENTS _____

I certify that the above information is correct.

Employee's Signature Date
(All requests must be signed)

Initials (Supervisor, Department Head) Date

White copy: Central Office
Yellow copy: Building Supervisor

Pink copy: Employee

