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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT

AND THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT  
SUPPORT STAFF ASSOCIATION  
MEA/NEA

*Lewis Cass Intermediate School District*

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## COLLECTIVE BARGAINING AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Lewis Cass Intermediate School District, 61682 Dailey Road, Cassopolis, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Lewis Cass Intermediate School District Support Staff Association, MEA/NEA (hereinafter called the "Association").

## ARTICLE 1 -- PURPOSE AND RECOGNITION

### 1.1 PURPOSE

The general purpose of this Agreement is to set forth the wages, hours, and other conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the Association, and the bargaining representatives which shall prevail for the duration of this Agreement.

### 1.2 OBLIGATION TO BARGAIN

The parties recognize their obligation to bargain pursuant to Act 336, Public Act of the State of Michigan of 1947, as amended.

### 1.3 RECOGNITION

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time nonprofessional education support personnel employed by the Lewis Cass Intermediate School District, but excluding all supervisory, confidential staff, secretarial, bus drivers/attendants, together with all temporary per diem substitutes and "long-term substitutes" (not to exceed ninety (90) consecutive calendar days assigned to a single position within a single classification) and all professional staff presently in the professional staff bargaining unit. The Board further agrees that for the duration of this contract, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of the employees.

1.4 ASSIGNMENT OF BARGAINING UNIT WORK

- 1.41 The Board of Education or its designated representative expressly reserves the right to subcontract with private organizations to provide services or personnel to perform work formerly performed by bargaining unit personnel and that any persons performing such work who are employees of such private organization and not of the Board of Education, shall not be members of the bargaining unit or subject to any provisions of this Agreement.
- 1.42 Supervisory employees, or nonbargaining unit employees, may perform duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the school district.
- 1.43 The Board of Education or its designated representative expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in school district affairs and operations. Such organizations may include but are not limited to booster clubs, parent-teacher organizations, student extracurricular clubs or organizations, etc.

## ARTICLE 2 -- CONTRACT INTERPRETATION AND APPLICATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision of this Agreement shall be prohibited by or deemed invalid by a court of competent jurisdiction under such applicable laws and regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

### 2.1 DEFINITIONS

Except as otherwise provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

- 2.11 Day means a day when the school is open and employees are scheduled to report for duty, except that during summer recess or vacation periods, day means a regular business day excluding holidays and weekends.
- 2.12 Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
- 2.13 Party means the Board or the Association.
- 2.14 Employee means a member of the bargaining unit. References to employees using the masculine pronouns shall be deemed to include female as well as male employees.
- 2.15 Association means the Lewis Cass Intermediate School District Support Staff Association (LCISDSSA), consisting of the National Education Association (NEA), and the Michigan Education Association (MEA). This title and its subtitles are for clarification purposes only for use in describing dues deductions and other such actions which may become allowable under the terms of this Agreement.
- 2.16 Paraprofessional means a member of the bargaining unit classified in Article 8 under Administrative Rule 340.1794 as an Instructional Aide, Program Aide, Technical Aide, and Health & Behavioral Aide.

### 2.2 GENERAL INTERPRETATION

This Agreement shall be interpreted in accordance with the following understandings, namely:

- 2.21 Captions Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- 2.22 Subordination Any individual contract or letter of agreement between the Board and the employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions herein.

### 2.3 APPLICATION

The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed.

### ARTICLE 3 -- BOARD OF EDUCATION RIGHTS

- 3.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
- 3.11 Manage and control the school's business, property, facilities and equipment.
  - 3.12 Direct the working forces, including the right to hire, promote, suspend, discharge, or otherwise discipline employees, transfer employees, reassign employees, determine the size of the work force and to lay off employees.
  - 3.13 Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods, schedules and standards of operation and the means, methods and processes of carrying on the work or changes therein and to institute new and/or improved methods or changes therein.
  - 3.14 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - 3.15 Adopt reasonable rules and regulations.
  - 3.16 Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the District.
  - 3.17 Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
  - 3.18 Promulgate, and from time to time amend "job descriptions" for all employment positions.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, 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 hereof are in conformance with the Constitution and the Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.



#### ARTICLE 4 -- ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

4.1 In order to facilitate the administration of this Agreement, the Association may be permitted, in addition to other rights expressly set forth herein or provided by statute, the following privileges.

4.11 School Property The use of school building facilities for meetings, provided such meetings are held at hours other than school day hours and advance permission for such use has been given by the administration.

4.111 Duly authorized representatives of the LCISDSSA and their respective affiliates may be permitted to transact official Association business on school property, provided that such action does not interfere with or interrupt school operations, and provided that prior approval is received from the office of the Superintendent.

4.12 School Equipment Use of school equipment is allowable provided there is mutual agreement.

4.121 The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

4.122 District employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the District.

4.13 Limits of Privileges All of the foregoing in Sections 4.11 and 4.12 shall be related exclusively to business involving the members of the LCISDSSA in connection with the Association as their bargaining agent.

4.14 Communication Facilities The Association shall have the privilege to communicate with its membership through the use of designated bulletin boards and internal mail service. The Intermediate School District shall not be responsible for sorting or distributing materials at worksites or for payment of any postage. The Association shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials. This shall not apply to communications which are contrary to law such as the urging of strikes, work stoppages, etc.

4.15 Employee Representation The parties expressly recognize the right of each employee to freely join or to refrain from joining the Association and no employee shall be discriminated against by reason of his joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's membership. Therefore, it is agreed that a representation fee shall be deducted from the pay of each employee as hereinafter provided, upon prior Board receipt from the Association of a duly executed current employee authorization for such deductions, as described herein.

4.151 Representation Fee Selection Each employee shall select one of the following representation fee options:

4.1511 Association Membership Fee The fee shall be all dues uniformly required of members of the Association.

4.1512 Agency Service Fee The fee shall be the amount certified by the Association as the proportionate member cost directly attributable to the costs of collective bargaining representation, administration of this Agreement, and claim adjustments, which fee shall not be greater than dues uniformly required of members of the Association under paragraph 4.1511.

4.1513 Charitable Organization Fee If the employee certifies to the Association in writing that he/she is a member of a church whose long-standing teachings have historically forbidden the joining or supporting of a labor union (or similar organization) and who has such a personal religious conviction himself, the fee shall be in the same amount as the Agency Service Fee and shall be paid to nonunion, nonreligious charitable organization mutually agreed upon by the employee and the Association in accordance with procedures hereinafter set forth.

If any employee fails to make a selection, he shall be deemed to have selected the payment of the Agency Service Fee.

- 4.152 Service and Organization Fee Employees Each employee who has paid an Agency Service Fee or a Charitable Organization Fee shall be entitled to representation by the Association on the same terms and conditions as members of the Association, including but not limited to, the administration of the Contract Grievance Procedure.
- 4.153 Method of Payment The Association shall, prior to September 1st of each year, certify in writing to the Board the total amount of annual dues to be deducted from the pay of each employee electing to pay the Association Membership Fee or the Agency Service Fee, which dues shall be deducted in substantially equal biweekly installments. The Board shall transmit within ten (10) days the total aggregate biweekly deductions made to such person as shall be designated by the Association in writing. At the time the Association certifies the amount of annual dues or other fees to the Board, it shall also call to the attention of each employee the provisions of this Article in their copy of the Master Agreement. If an employee electing to pay an Agency Service Fee shall notify the Association within fifteen (15) days of having reviewed the Article with an Association representative that he objects to the legitimacy of such fee, any deductions hereinabove authorized shall be held in escrow by the Association in accordance with the established MEA escrow procedure.
- 4.1531 Where an employee elects the Charitable Organization Fee option, the employee shall pay such fee directly to the organization mutually agreed upon by the employee and the Association and furnish a copy of the receipt thereof to the Association or the employee may authorize a payroll deduction in accordance with procedures established by the Board.
- 4.1532 In the event that an employee electing to pay the Agency Service Fee or the Charitable Organization Fee shall not pay the appropriate fee directly to the Association or the charitable organization, nor authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the appropriate fee from the employee's wages and remit the same to the Association. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.

- 4.154 Exemptions Any employee who was employed by the LCISD prior to the 1987-88 school year shall be exempt from the requirements of this Article. Any employee beginning active employment for the first time within the 1987-88 school year or subsequent year shall be subject to the terms of this Article.
- 4.155 Indemnification The Association assumes full responsibility for the validity and legality of the provisions herein set forth. If any action is brought against the employer in a court of competent jurisdiction or in an administrative agency or any other legal forum because of its application of this Article, the Association expressly agrees to indemnify and save the Board of Education, including each individual Board Member, harmless against any and all claims, demands, costs, suits or other forms of liability or expense including back pay, all court or administrative agency costs, reasonable attorneys' fees, witness fees, court reports' costs and/or transcript expenses which may arise out of or by reason of action by the Board for the purpose of complying with this Article. The Board shall also reserve to itself the right to stipulate the legal counsel of its choice to represent the Board in any such proceedings or suits.

#### 4.2 ASSOCIATION REPRESENTATIVES

Employees shall be represented by Association Representatives. The Association shall furnish, in writing, to the employer the names of Association Representatives upon their election or appointment. All union business, including investigation or grievances, shall be conducted during employee's nonduty hours. PROVIDED, however that a designated employee may be permitted to engage in union business during the employee's duty hours if prior express approval is obtained from the Building Supervisor. Such permission shall be granted only upon a showing to the satisfaction of the Building Supervisor that such union business could not feasibly be conducted at any other time, that such activity is clearly necessary to the Association's duty to fairly represent all members of the bargaining unit, and that such activity will not interfere with either the employee's assigned duties and responsibilities or the normal operation of ISD programs. The Building Supervisor may stipulate a specific time and date for the conduct of union business requests made under this provision.

#### 4.3 ASSOCIATION RESPONSIBILITIES

The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board in applying the work standards, schedules, rules and regulations as set forth in this Agreement.

## ARTICLE 5 -- WORK YEAR, WORK WEEK, WORK DAY

- 5.1 The normal work year for school year employees shall be as determined by the Board of Education in its sole discretion from year to year for each classification and for each employee within each classification. The normal work year for full-year employees shall be two hundred forty-nine (249) days except for custodians, whose normal work year shall be two hundred sixty (260) days (subject to changes from year to year by the Board in its sole discretion).
- 5.11 The normal work week for all employees shall be Monday through Friday.
- 5.12 The normal work day for all employees shall be as determined by the Board of Education or the Superintendent of Schools, in their sole discretion from time to time. The Board of Education expressly reserves the right to assign all work schedules and to modify same as may be necessary to accommodate changing work loads or conditions experienced by the Intermediate School District, and to do so at any time that the Board may deem such action appropriate.
- 5.2 Staff members are eligible for a fifteen minutes break for each three hours of uninterrupted assignment and a thirty minute lunch break with the timing to be mutually agreed upon by the immediate supervisor and employee.
- 5.3 The Board and/or the Superintendent of Schools may, in their discretion, elect to appoint substitutes during the absence of regular employees or when an unfilled temporary vacancy exists.

#### 5.4 EMPLOYEE ATTENDANCE

Employees will be responsible for reporting for duty on all scheduled workdays and shall not be entitled to compensation for days absent unless explicitly so authorized under this Agreement.

5.41 Employees shall be at their building at the regularly established time on days when students are not in attendance except as provided below.

5.411 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed due to the above conditions, employees shall be required to report for duty, in accordance with the following procedures:

- A. When closing is announced, twelve month employees will attempt to report by 10:00 a.m. and work the remainder of the regularly scheduled day unless otherwise notified by the Administration.
- B. If a twelve month employee is unable to do so, he will call and so inform the Administration. The employee will continue to make every effort to report to his assignment, keeping the Administration apprised of his progress periodically, and shall not be docked if he reports by 12:00 noon. Because of emergency conditions, each situation will be considered on its own merits.
- C. When the schools are closed due to the above conditions, all other employees will not be required to report for duty.

5.412 If (A) weather conditions are very severe and the Administration determines that the roads will not be safe for travel all day due to icing or excessive snowfall or drifting snow, or (B) the Administration for any other reason determines not to require staff members to report for duty on an 'act of God' day, staff will be notified at the time of the school closing notice that they are excused from reporting.

5.413 A telephone chain system will be instituted for the proper notification of all staff under inclement weather conditions.

5.414 In the event that the Board of Education determines it is necessary to schedule additional duty days to 'make up' for duty days canceled under Section 5.611, such additional duty days shall be established in accordance with the following procedures.

- A. Additional duty days shall be scheduled by the Board as nearly immediately subsequent to the end of the school year as practicable; provided however, that the Board shall also take into consideration such factors as coordination of schedules of constituent K-12 school districts, availability of transportation and facilities, and convenience of students and parents.
- B. The Board of Education shall establish the dates of all necessary 'makeup' days, and publicly announce same, not less than thirty (30) days before the scheduled end of the school year.
- C. Bargaining unit members shall not be entitled to any additional compensation for services performed on or with regard to 'makeup' days scheduled pursuant to Section 5.614, except that, for "school year" employees only, if the total number of duty days actually worked during the year shall exceed the number of duty days for the employee as established in the appropriate school year calendar as issued by the Board for that year, then compensation for any such additional duty days worked in excess of the number established in the appropriate calendar shall be determined by application of the appropriate hourly wage rate as provided in this Agreement.

## ARTICLE 6 -- EMPLOYEES RIGHTS AND RESPONSIBILITIES

### 6.1 CITIZENSHIP RIGHTS

An employee is entitled to full rights of citizenship and no religious or political activities of the employee, or the lack thereof, or the private and personal life of an employee shall constitute grounds for discipline or discrimination with respect to the professional employment of the employee, except as such conduct or activity shall materially interfere with the discharge of the employee's professional responsibilities.

6.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. Provided, however, that all claims of violations of rights emanating from provisions of law, regulations or other sources outside the explicit terms of this Agreement shall not be subject to the grievance procedure provided herein, or otherwise enforceable as a 'contract' right under the auspices of this Agreement.

### 6.3 REPRESENTATION

Each employee shall have the right to have a representative of his choice present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation except in emergency situations when prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.



#### 6.4 PERSONNEL FILES

The Board of Education shall require that an official personnel file be established and maintained for each employee in accordance with the following guidelines:

6.41 An employee shall have the right to review the contents of his/her personnel file during regular business hours upon twenty-four (24) hours prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Board of Education. At the employee's request, he shall be given a copy of any data he/she needs which is found in his file. Any references received by the Board of Education with the understanding that such references would remain confidential shall not be subject to review.

6.42 After the date of employment, the employee shall be given notice of the Board's intention to insert any materials in his/her personnel file which adversely reflect on the character of the employee's professional services together with a copy of such materials.

6.43 An employee may request in writing that material which the employee claims to be erroneous be removed from his file. Such written request shall set forth the factual basis for such claim. If the Board shall fail within ten (10) working days from receipt of such a request to reply therewith and/or deny the request, the employee shall have the right to insert in his/her file a written statement, or other relevant material concerning the material to which an objection has been made, and it shall be attached to the material in question.

#### 6.5 EMPLOYEE PROTECTION

Any case of physical assault upon an employee by students or others while the employee is on official legitimate ISD business shall be reported in writing as soon as possible to the Superintendent or his designated representative. The Board will render assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall cooperate fully with any Administrative investigation of such incidents.

6.6 EMPLOYEE RESPONSIBILITIES

6.61 Safety of Students Each employee shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, an employee shall promptly notify the Administration in writing of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property. Employees shall be responsible for having read and acting in accordance with all Board or administrative safety policies.

6.62 Appropriate Dress As members of a respected profession and cognizant of their responsibility to represent the ISD to the public and students in a professional manner, all employees will dress in a manner appropriate to their position.

## ARTICLE 7 -- WORKING CONDITIONS

- 7.1 Employees are obligated to promptly report to the employer in writing any and all unsafe or hazardous working conditions.
- 7.2 In cases of illness or absence for any reason, employees must inform the appropriate Administrator no later than the time established in Article 16 of this Agreement (or such other time as the Superintendent of Schools may establish). Failure to give timely notice of absence without an appropriate reason may be grounds for disciplinary sanctions in the sole discretion of the Administration.
- 7.3 The Administration shall continue to support and assist employees who have responsibility for supervising (or assisting with the supervision of) students, with respect to the maintenance, control, and discipline of the students. Such employees shall be individually responsible for the use of sound, mature, and professional judgment in dealing with student problems and will be expected to act in accordance with all applicable statutes and/or regulations in this regard, and shall defer to the direction and judgment of all certificated teachers and professional staff in exercising their responsibilities in this area.
- 7.4 Employees who have responsibility for supervising (or assisting with the supervision of) students may be directed by the Superintendent of Schools, or the Superintendent's authorized Administrative representative, to administer medication to specifically designated students. Employees performing such duties shall comply rigorously with all procedural or other requirements or conditions set forth by the Administration, and shall maintain a comprehensive written record of all such administrations of medication. Bargaining unit members shall be provided with a minimum of one (1) in-service per school year regarding the proper administration of medication. Said in-service shall include special instructions, when appropriate, for such things as injections, catheterization, tube feeding and other such special procedures. Employees shall administer medication only in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician. In the event another adult is not present, it is the employee's responsibility to get another adult prior to administration of medication.

## ARTICLE 8 -- EMPLOYMENT STATUS DEFINED

8.1 The Employer and Association recognize two categories of employees. Bargaining unit work shall be performed only by employees in one of the two following categories:

8.11 Full-time: An employee who is employed at least thirty-five (35) hours per week.

8.12 Part-time: An employee who is employed less than thirty-five (35) hours per week.

8.2 The following definitions shall apply:

8.21 "School Year" employees whose work year follows the school calendar, as established by the Board each year.

8.22 "Twelve month" employees are those employed to work on a twelve (12) month basis, regardless of the school calendar.

### 8.3 EMPLOYEE CLASSIFICATIONS

The following classifications of bargaining unit employees shall be recognized.

8.31 Support Staff covered under this bargaining unit should be Instructional Aides as defined by the special education rules and all Program Aides, Health and Behavioral Aides, Technical Aides, Custodians, and Cooks.

## ARTICLE 9 -- VACANCIES, TRANSFERS, PROMOTIONS AND QUALIFICATIONS

9.1 A "vacancy" shall be defined as a permanent position made available by the addition of a new position or by the permanent leaving of a staff member (unless the Board shall determine that the position will not be immediately filled). "Vacancies" shall not include 'new positions' created by administrative changes in assignments between existing employees and shall not include positions temporarily vacant.

9.2 When the Board determines that a "vacancy" in a bargaining unit position exists, the Superintendent shall notify the Association of the vacancy. Such notifications may be made by telephone when possible, certified mail or personal contact. During the school year the vacancies may also be posted by the Administration in each building. Employees, if interested in a posted vacant position, shall file with the Superintendent's office written notice of their desire to be considered for said vacancy within whatever time deadlines the Administration may establish in the posting.

9.21 The Board of Education expressly reserves to itself, and/or the appropriate administrator, the right to select the applicant which, in their sole discretionary determination, is the best qualified for the vacant position.

9.22 The Board of Education expressly reserves to itself, and/or the appropriate administrator, the sole authority and discretion to determine (1) what "qualifications" shall be required for either appointment to or continued employment in any particular job position or classification, (2) which applicants, if any, for any vacancy are "qualified" for the position in question, and (3) if more than one applicant is "qualified", which applicant is best "qualified".

9.23 The Board of Education expressly reserves to itself, and/or the appropriate administrator, the right not to award a vacant position in the event they should determine there is no satisfactorily qualified applicant for the position; in which case, the position may be left vacant, filled with a temporary substitute, or otherwise dealt with at the Board/Superintendent's discretion, pending a final decision on the matter.

9.3 A "transfer" shall be defined as a movement from one classification to another classification. A transfer shall not be deemed a demotion unless it causes the employee to experience a reduction in rate of pay. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

9.31 An employee may request a transfer to a different position by submitting a written request to their immediate supervisor and filing a copy of said request with the President of the Association. The request shall set forth the position sought, the individual's qualifications for the position sought, and the reason for the request.

9.32 The Board of Education expressly reserves to itself, and/or the Superintendent of Schools, the sole discretionary authority to decide whether to grant or deny requests for transfers.

9.4 Summer School Assignments. All personnel assigned to summer sessions, such as but not limited to: the severely mentally impaired program (SMI) at Brookside, building trades program or other approved programs, shall be offered employment on a contract separate from the regular school year contract as per the negotiated calendar. Regular school year employees normally assigned to duties which will be extended into summer sessions shall have the first option of signing for said summer session. In the event of more than one eligible application, the selection will be made based on knowledge, experience, (i.e. seniority within SMI), and merit and will be mutually agreed upon by the MEA representatives and Administration.

## ARTICLE 10 -- SENIORITY

10.1 "Seniority" is determined by the date hired by the Board of Education.

10.11 Accumulative seniority is defined as continual service to the district with the exclusions in 10.3.

10.2 The Administration shall annually prepare and post the seniority list at the beginning of the school year.

10.21 Any grievance or other claim of error in the seniority list as issued by the Administration must be filed within five (5) days of the date of issuance. Claims of error not timely made in writing will be conclusively deemed barred, and the issued seniority list will be final.

10.3 Employee's seniority shall terminate upon the occurrence of any of the following:

10.31 Voluntary quit or failure to return from leave of absence.

10.32 Discharge.

10.33 Retirement.

10.34 Unauthorized absence for more than three (3) days.

10.35 Failure to report within five (5) working days or receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to employee's last address of record.

10.36 Layoff exceeding two (2) years.

10.4 Up to three years of employment may be reclaimed by mutual agreement.

## ARTICLE 11 -- REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- 11.1 The Board of Education expressly reserves to itself, and/or to the Superintendent of Schools, the authority to effectuate a reduction in personnel whenever the Board shall in its sole discretion determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall in its sole discretion determine to have made such action necessary or advisable.
- 11.11 In implementing a reduction in personnel, the Board of Education expressly reserves to itself and/or to the Superintendent of Schools, the sole discretionary authority to determine how many employees will be laid off, to determine which employees will be laid off, and to allow employee to take a leave or lay off without prejudice or to take the position of the least senior employee if qualified. In this regard, employees shall be laid off in the inverse order in which they were hired provided that there is a senior employee available who is qualified to fill the position of the laid off employee.
- 11.2 An employee to be laid off shall have been notified at least fifteen (15) working days prior to the effective date of layoff, unless the Board shall determine that circumstances make it necessary to give shorter notice.
- 11.3 The Association shall have the right to review the layoff list prior to the effective date of the layoff, if time permits.
- 11.4 In implementing a recall from layoff, the Board of Education expressly reserves to itself and/or to the Superintendent of Schools the sole discretionary authority to determine how many employees (if any) will be recalled, to reinstate the most senior and qualified employee and to impose any necessary reassignments.
- 11.41 Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. The recalled employee must report to work within five (5) calendar days from receipt of notice to report to work unless there is mutual agreement by the parties to extend the five (5) calendar day period. The employer may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and any further rights to employment under this Agreement.



**ARTICLE 12 -- COMPENSATION**

12.1 Beginning salary for new employees shall be \$7.25 per hour. New employees shall be placed at 10% less than the base hourly wage (See Appendix A). Up to 10% may be added to salary for experience.

12.11 Salary increases shall be as follows:

Commencing 2/1/97	\$1.00 per hour
1997-98	\$ .25 per hour
1998-99	\$ .40 per hour

Salary increase for maintenance/custodial as follows:

1996-97	\$1.00 per hour retroactive to July 1, 1996
1997-98	Average dollar increase per hour of four local districts
1998-99	Average dollar increase per hour of four local districts

12.2 The following conditions shall apply for all overtime work:

12.21 Time and one-half will be paid for all hours worked over forty (40) hours within a seven (7) day weekly work schedule. There will be no pyramiding of overtime.

12.22 Paid leave shall count toward hours worked for purposes of accumulation of seniority, but not for purposes of eligibility for overtime pay.

12.3 Method of payment:

12.31 School year employees shall elect one of the following options at the beginning of each school year:

12.311 22 biweekly pays (pay-to-date).

12.312 26 biweekly pays with the exception of 1st year employees.

## ARTICLE 13 -- INSURANCE PROTECTION

### 13.1 INSURANCE BENEFITS

The Board shall provide hospital and medical insurance for all employees as specified herein.

13.11 The Board shall provide coverage by an insurance carrier chosen by the Board, the specifications for which shall provide the benefit level equivalent to the Blue Cross Blue Shield of Michigan Super Care I Medical Insurance or better.

13.111 If a program being considered is deemed to be less expensive but has equivalent specifications, yet the Association feels the service may not be equivalent, the Association reserves the right to select the more costly insurance program with the difference in premium being absorbed by the employees.

13.12 For "eligible" employees, the Board will pay full premium as of July 1, 1993, for the equivalent of Super Care I MESSA Pak A & B, as attached hereto as "Appendix B", during the 1993-94 school year. As of July 1, 1994, the Board will increase its contribution to the premium cost by a maximum of up to eighteen percent (18%) over its contribution rate for the 1993-94 school year. In the event that any future premiums exceed the amount of the Board's contribution, the excess shall be deducted from the salary of the employees.

13.13 Each "eligible" employee may elect insurance coverage up to full family and/or up to the maximum allowed for an annuity or a combination thereof.

13.14 For the purposes of Article 13, an employee shall be considered "eligible" for the maximum Board contribution toward health insurance premiums as provided in Section 13.12, if (A) he/she is regularly assigned to work five (5) days per week for at least the duration of the "school year" and for at least thirty-five (35) "duty hours" per week, or (B) he/she is regularly assigned to work at least twelve hundred (1200) "duty hours" per year.

13.15 Employees who are regularly assigned to work more than eighteen (18) "duty hours" per week but less than the minimum number of hours required under Section 13.14 for maximum Board contribution to health benefit premiums will be eligible for a pro rata Board contribution toward the cost of health insurance premiums based upon the ratio of the employee's regularly scheduled weekly "duty hours" to the minimum required under Section 13.14 for full Board contribution.

13.151 Employees who are regularly assigned to work less than eighteen (18) "duty hours" per week shall not be eligible for any health benefits.

13.16 Other options may be taken up to \$300/month in lieu of health insurance including an annuity if the employee signs a waiver that health insurance is not needed.

## ARTICLE 14 -- VACATION

14.1 Full year employees will earn paid vacation days for each month worked as per the following schedule. Paid vacation shall accumulate at the following rate:

- (A) 0-4 years = 2 weeks (1 vacation day earned for every 24 days worked)
- (B) 5-9 years = 3 weeks (1 vacation day earned for every 16 days worked)
- (C) 10 or more years = 4 weeks (1 vacation day earned for every 12 days worked)

14.11 Vacation days shall be earned on an accrual basis, and accrue at the rates shown above. No days of vacation shall be accrued in any month in which the employee does not actively work or be on paid leave for at least eighty percent (80%) of the scheduled working days in that month.

14.2 Vacation time shall be scheduled by the employee's supervisor, subject to the approval in writing of the Superintendent of Schools or the Superintendent's authorized representative. The Superintendent shall consider the importance of maintaining full functioning of all office programs in scheduling employee vacations.

14.21 Vacation days may be taken at anytime throughout the year following the period in which it was earned. Prior approval in writing from the Superintendent of Schools or the Superintendent's authorized representative is required. Vacation days may not be used on a half-day basis, and approved vacation days may not be canceled by the employee without approval in writing from the Superintendent of Schools or the Superintendent's authorized representative.

14.3 Vacation days must be used within one (1) year of their accrual and may not be carried over from year to year, and are forfeited if not taken.

14.4 In case of layoff or a resignation with two (2) weeks' notice, the employee will be paid for all unused vacation accrued to date. In the event any employee leaves the employment of the ISD for any reason and has prior to the time of separation used more vacation days than he/she has accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of vacation. Should a paid holiday occur within an employee's vacation period, the employee will receive the paid holiday benefit and that day will not count as vacation. In the event of illness or injury requiring hospitalization while on vacation, the employee will be placed on sick leave and the remaining vacation rescheduled at a later date.

## ARTICLE 15 -- HOLIDAYS

- 15.1 Full year employees shall have the following holidays off with pay, if the holiday falls within the employee's work year:
- 15.11 New Year's Day
  - 15.12 Good Friday
  - 15.13 Memorial Day
  - 15.14 Independence Day
  - 15.15 Labor Day
  - 15.16 Thanksgiving Day
  - 15.17 Day after Thanksgiving
  - 15.18 Day before Christmas
  - 15.19 Christmas Day
- 15.2 Whenever a holiday falls on a Saturday, the preceding Friday will be designated as the official day off. Whenever the holiday falls on a Sunday, the following Monday will be designated as the official day off. Dismissal time will follow the same schedule as the certified staff.
- 15.3 Employees shall be paid for the above listed holidays for which they are eligible at their regular rate of pay provided they have worked their last scheduled day preceding and their first scheduled day following the holiday.

## ARTICLE 16 -- PAID LEAVE

### 16.1 GENERAL CONDITIONS

16.11 The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.

16.12 All paid leaves provided under this Article shall be available for use immediately, beginning with the first duty day of each new school year. However, all such days shall be deemed to be earned on an accrual basis, computed at a monthly rate based on twelve (12) months for "full year" employees and ten (10) months for "school year" employees. In the event any employee leaves the employment of the ISD for any reason and has prior to the time of separation used more paid leave than he/she has accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of leave.

### 16.2 ANNUAL LEAVE

At the beginning of each school year, each full-time "full year" employee shall be credited with fourteen (14) days of 'annual leave' and each full-time "school year" employee shall be credited with twelve (12) days of 'annual leave'. (Part-time employees regularly assigned to at least twenty (20) "duty hours" per week shall be credited with 'annual leave' on a pro rata basis.) Unused paid 'annual leave' portions shall accumulate from year to year to a maximum of one hundred eighty (180) days. Members of the sick bank can only accumulate one hundred sixty (160) days. A new employee shall be ineligible for annual leave benefits until he/she has first reported for work. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

16.21 Personal Illness or Disability An employee may use all or any portion of their annual leave for scheduled workdays on which he/she is physically incapable of performing his/her normal job duties due to his/her personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

16.211 Flex time/schedule may be available by mutual agreement between employee and administration as long as it doesn't interfere with student contact time. Personal documentation is recommended. Flex time/schedule is to be used within the contract year.

16.22 Family Illness An employee may use all or any portion of his annual leave for absence due to illness in his immediate family, to include children, spouse, parents or legal dependents.

16.23 Certification of Illness The administration may require that any employee applying for use of 'annual leave' for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be presumed to be mandatory for all absences of more than five consecutive workdays unless waived by the Board. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

16.231 The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article or to verify an employee's ability to safely and satisfactorily perform his assigned duties. PROVIDED, HOWEVER, that such examinations may be required only where the Board or the Superintendent have determined in their discretion that such examination is reasonably necessary, that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against his/her sick leave; and PROVIDED FURTHER, that any such examination shall be at the expense of the Board.

16.24 Notification of Illness An employee who knows he will be absent due to illness or disability shall make every attempt to notify his immediate supervisor of the fact at least an hour and one-half prior to the commencement of the duty day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.

- 16.25 Miscellaneous Leave Six of the twelve annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent two (2) days prior to the day on which such leave commences, except in cases of emergency.
- 16.26 Payment of Accumulated Annual Leave Days Upon separation, after 10 years of accumulated employment at Lewis Cass ISD and six (6) months notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to 160/180 days at 50% of the employee's daily rate. The payment will be made over a three (3) month period following the date of retirement or at the employee's option can be paid in the first three months of the following calendar year. Part time employees will receive benefits prorated on a base of 12,950 total hours (number of days x number of hours x 10 years).

### 16.3 FUNERAL LEAVE

An employee may take up to a maximum of five (5) days paid funeral leave per fiscal year in connection with a death in the immediate family or close personal association. PROVIDED, HOWEVER, that upon exhaustion of his/her annual five (5) day allotment of funeral leave, an employee may use up to a maximum of five (5) days of his/her remaining annual leave (if available) in connection with additional eligible deaths.

### 16.4 JURY DUTY OR COURT PROCEEDINGS

An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a legal proceeding to which neither the employee nor the Association is a party litigant.

16.41 In the event an employee qualifies for leave under Section 16.4, he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

### 16.5 ASSOCIATION LEAVE

At the beginning of each school year, the Association shall be credited with three (3) days to be used for Association business. Such days will be used at the discretion of the Association upon the approval of the Association President except that no more than three (3) employees will use these days at any one time. A forty-eight (48) hour advance notice shall be given to the Superintendent by the Association President of the intent to use said days. These leave days shall not be cumulative.



## 16.6 SUPPORT STAFF SICK LEAVE BANK

The LCISDSSA shall be authorized to administer a sick bank program under the following guidelines. A report of days credited to the sick bank shall be delivered to the business office prior to the Fourth Friday of each year. Notice is to be promptly reported to the business office when sick bank days are to be allocated to a qualifying member. Members who have exhausted their accumulated annual leave allowance may make reasonable withdrawals from the common bank as determined by the committee and in accordance with guidelines established below.

- A. The sick bank shall use as guidelines those reasons set forth under excusable leaves of absence as stated in Article 16.21.
- B. No individual may use more than 20 consecutive days per incident or per year.
- C. Each participant who has a minimum of one year in the district may enroll in the bank.
- D. Each new member will contribute two (2) days initially. All other members will contribute one (1) day by the Fourth Friday of each school year.
- E. Members withdrawing sick leave from the bank will not have to replace these days except as a regular contributing member of the bank.
- F. Sick leave bank accumulation shall not exceed one hundred and eighty (180) days. When the bank has been reduced to a total of twenty-five (25) days, members enrolled in the sick leave bank will be required to donate one (1) day of their sick leave to the sick leave bank. A member cannot donate more than two (2) days of his sick leave per year.
- G. A member withdrawing days from the sick leave bank must submit a medical report to the committee. Additional medical reports must be submitted every ten (10) days. Days must be requested in allotments of five (5) days or more.
- H. A person withdrawing from membership in the sick leave bank must request such by the Fourth Friday of the school year and will not be able to withdraw any contributed days.
- I. Those bargaining unit members who have accumulated the maximum number of days will have their twelve (12) days per year donated to the sick bank.
- J. A member who is eligible for short-term or long-term disability insurance from any source would not be eligible for sick bank usage simultaneously.

## ARTICLE 17 -- UNPAID LEAVES

### 17.1 GENERAL CONDITIONS

The Board of Education expressly reserves to itself and/or to the Superintendent of Schools the sole discretionary authority to grant or deny "unpaid leaves" as described in this Article. It is expressly understood that the Board's decision to grant or deny any specific leave request shall not be considered to establish a "precedent" or "past practice" for purposes of interpretation of the provisions of this Agreement or to in any way obligate the Board to extend similar treatment to any future request for such leave.

17.11 Requests for unpaid leave must be made in writing at least thirty (30) calendar days prior to the requested date to begin such leave.

Requests for leaves of absence shall include the reasons for the leave along with notification of the beginning and ending dates of such leave.

17.12 Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately upon expiration of their leave. This written notification must be received by the Superintendent not less than forty-five (45) calendar days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.

17.13 A leave of absence may be extended upon employee request for up to one (1) year at the sole discretion of the Board of Education.

17.14 No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay his/her own fringe benefits through the Intermediate Office, but the Board of Education shall have no obligation to continue to pay for such fringe benefits while the employee is on unpaid leave status. Provided; however, that the Board may elect to authorize continuation of Board-paid fringe benefits for up to six (6) months of unpaid leave duration, subject to the parties' mutual understanding that any such decision shall not be deemed to establish a 'past practice', or 'precedent' or to otherwise obligate the Board to extend similar treatment in any future circumstances, either to the same employee or to any other employee.

17.15 Seniority shall not accumulate during an unpaid leave of absence. Unpaid leaves granted under this provision shall be granted for a specific designated period to be determined in the sole discretion of the Board and/or the Superintendent of Schools. Consideration to the impact of the employee's absence on ISD programs will be given in determining the appropriate duration of any particular leave.

17.151 Employees shall have no right or discretion to return from an unpaid leave granted under this Article prior to the expiration date of the leave as originally established by the Board.

17.16 The Board may in its discretion fill the position of an employee who is on a leave of absence with a 'temporary substitute'. 'Temporary substitutes' shall be hired pursuant to a 'temporary substitute contract of employment' to be provided by the Board, the terms of which shall be determined by the Board subject to applicable provisions of law. The 'temporary substitute' shall not be a member of the bargaining unit while serving in such capacity, and upon the expiration or termination of the 'temporary contract of employment', his/her employment shall automatically terminate without further rights under this Agreement or under the 'temporary contract of employment'.

17.17 Leaves granted pursuant to this Article shall not be used to pursue other employment, and acceptance of other employment by the employee during the term of the leave shall be grounds for disciplinary sanctions up to and including discharge of employment at the sole discretion of the Board.

Exceptions may be made to persons seeking to support themselves by accepting employment during this leave by formal written request to the Board.

17.18 Employees returning from a leave of absence during the same school year or returning from the year of leave shall be reinstated in the same or similar position held when the leave began. An employee returning from an extension of leave shall be placed in the first vacancy in the same classification from which the employee went on leave.

17.2 Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board of Education for the following purposes:

17.21 Military Leave Employees who are inducted into the Armed Forces of the United States or who join the armed forces in lieu of being inducted under provisions of the Selected Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for his time in service, not to exceed three (3) years, to the first available vacancy for which he/she is qualified.

17.22 Family Leave An employee may be granted leave for child care in cases of childbirth or adoption or serious illness or disability of any member of the family. Said leave may be granted for up to a maximum of one (1) school year, but it may be extended at the option of the Board upon the request of the employee.

17.23 Meritorious Leave An employee may be granted a leave for a period not to exceed one (1) school year for other meritorious reasons upon request subject to the following mandatory conditions:

17.231 Employee must have served in his/her capacity for a minimum of two (2) full calendar years.

17.232 The employee must give a written statement of the reasons and intended purposes of the leave satisfactory to the Board.

17.233 The Board, in its sole discretion, determines that the activities to be pursued during the leave will result in a tangible benefit to the ISD sufficient to justify the employee's absence and the adverse impact of such absence upon the programs and activities of the ISD.

## ARTICLE 18 -- GRIEVANCE PROCEDURE

### 18.1 DEFINITION

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement may be processed as a grievance as hereinafter provided. No claim based in whole or in part on rights emanating from any source outside the express provisions of this Agreement may be processed as a grievance or enforced pursuant to this Agreement.

### 18.2 HEARING LEVELS

Information Level: When a cause for complaint occurs, the affected employee(s) shall within seven (7) days request in writing a meeting with his/her immediate supervisor in an effort to resolve the complaint. The request shall specifically state the nature of the problem and relevant information such as dates, times, and such. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. In the event of an Association grievance, or a grievance involving more than one supervisor, the grievance shall be processed directly at Formal Level 2 of this Article. In either case, the first written notice to the Administration shall be filed within seven (7) days of the time the alleged violation first occurred or of the time the employee or Association should reasonably have known of the alleged violation. The Administration shall be informed that the discussion may be the first step in the grievance procedure.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance may be submitted, in writing, within seven (7) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and to the immediate supervisor. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and to the Association.

Formal Level 2: If the grievant is not satisfied with the disposition at Level 1 or if no disposition has been made within seven (7) days of receipt of the grievance, the grievant may file an appeal in writing to the Superintendent of Schools. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance, and the Superintendent or designee, within seven (7) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and to the grievant(s).

Formal Level 3: If the grievant is not satisfied with the disposition of Level 2 or if no decision has been rendered within seven (7) working days after the meeting with the Superintendent or designee, the grievant may file a written appeal with the Board of Education within seven (7) work days. After receiving the written grievance, the Board of Education shall arrange for a hearing on the grievance with the grievant and the Association representatives for the purpose of resolving the grievance. The final decision on the grievance at Level 3 will be rendered by the Board at its next regularly scheduled meeting following the hearing. The decision of the Board shall be final and binding.

### 18.3 MISCELLANEOUS CONDITIONS

18.31 The term "DAYS" when used in this Article shall be as defined in Article 2.11. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

18.32 Any grievance not initiated within the time limits set forth shall be conclusively deemed permanently waived. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If any answer to a grievance is not received within the time limit set forth, it may be appealed to the next level, as provided herein.

18.33 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.

18.34 Written grievances shall comply with the following requirements at all levels of the grievance procedure:

- (A) It shall identify any allegedly aggrieved individual employee(s) and shall be signed by the authorized Association representative.
- (B) It shall be specific.
- (C) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (D) It shall specifically cite all sections or subsections of this contract alleged to have been violated and shall explicitly state how the grieved action is violative of such provisions.
- (E) It shall contain the date of the alleged violation.
- (F) It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.

18.35 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter involving employee evaluation.
2. Any matter for which there is a remedy or recourse under state or federal statutes or at law or equity.
3. Any matter reserved to the discretion of the Board or the Administration under this Agreement.

## ARTICLE 19 -- STRIKES AND LOCKOUTS

- 19.1 The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns, stoppages, sit-ins, boycotts, work stoppage of any kind, the concrete failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.
- 19.2 Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries or expenses incurred or suffered by the District. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.
- 19.3 No employee shall willfully absent himself from his position, abstain from the faithful performance of his duties, interfere with the rights and the privileges or obligations of employment, nor resort to a strike, tie-up, or slowdown as set forth in this Article above.
- 19.4 The Association agrees that it will neither take or threaten to take any reprisals, either directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the administration of this contract or any grievance filed thereunder.
- 19.5 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work expediently and quickly as possible by:
1. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their actions.
  2. Deliver 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 deemed reasonable and appropriate to bring about compliance with the terms of this Agreement.



## ARTICLE 20 -- GENERAL PROVISIONS

- 20.1 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 of this Agreement.
- 20.2 Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 20.3 This Agreement supersedes and cancels all previous written Agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 20.4 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 20.5 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive 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 by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- 20.6 DUPLICATION OF AGREEMENT  
Copies of this Agreement entitled "Professional Agreement between the Lewis Cass Intermediate School District and the Lewis Cass Intermediate School District Support Staff Association MEA-NEA" shall be printed at the expense of the Board within thirty (30) days, or as soon thereafter as possible after the Agreement is signed. A copy shall be presented to each employee in the bargaining unit now employed or hereafter employed. Further, the Board shall furnish one (1) copy of the Master Agreement to the Association for its use. The Board shall be reimbursed for any additional copies furnished to the Association.

## ARTICLE 21 -- DURATION OF AGREEMENT

This Agreement shall be effective as of February 1, 1997, and shall continue in effect until the 30th day of June, 1999. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

## ARTICLE 22 -- EVALUATION OF EMPLOYEES

22.1 All employees shall be continuously subject to evaluation of their performance of all job responsibilities. The Superintendent of Schools shall have complete discretionary authority to assign responsibility for evaluation of specific employees to such administrators and/or other persons as the Superintendent may designate.

22.2 All new employees will work under a ninety (90) day probationary period. During that time period the supervisor will conduct at least one (1) "formal" observation and review job responsibilities with the employee. The ninety (90) day probationary period can be extended at the discretion of the supervisor for another forty-five (45) days. Evaluations may be based on a variety of input sources, based on the determination of the evaluator as to what information is pertinent, reliable and representative of the employee's normal job performance. Where appropriate and where reasonably practical, evaluators will include at least one "formal" observation per year of the employee performing his/her duties in the evaluation process. Other input sources may include (but are not limited to) "informal observations", statements from employees or other persons who have worked with or observed the employee in the performance of job duties and review of documents or other physical evidence relevant to analysis of the quality and or quantity of work performed by the employee. Teachers acting as immediate supervisors of paraprofessionals may provide input into paraprofessional evaluations but shall not have final responsibility for writing the "Annual Evaluation Report".

22.21 "Formal observations" are defined as firsthand physical observations by an evaluator of the employee performing his/her duties, specifically scheduled by the evaluator for the specific purpose of observing the employee. Such observations may be scheduled with or without prior notice to the employee and may be conducted with or without the actual awareness of the employee at the time of the observation.

22.211 The evaluator conducting a "formal observation" shall, if possible, complete a written report of his/her observation comments within fifteen (15) school days of such observation and shall provide the employee with a copy of such evaluation.

22.22 "Informal observations" are defined as firsthand physical observations by an evaluator of the employee performing his/her duties, which occur spontaneously or during the course of the evaluator's own daily duties, or which are otherwise not deliberately scheduled for the specific purpose of observing the employee in question.

22.3 Criteria for evaluation of employees shall be as established by the Administration in such job descriptions, evaluation report forms and other such written documents as may be from time to time issued by the Administration (notice of any amendments or changes in such documents shall be given to any affected employees). In addition, employees shall be subject to evaluation with regard to their performance of any specific goals or tasks which may be assigned to them by any person in authority, and employees shall be subject to evaluation with regard to their improvement (and efforts to improve) in response to any areas in which they have been given constructive criticism or been negatively evaluated. A remedial plan will be developed and a reasonable time allowed, based on the nature of the deficiency, for the employee to correct such deficiency before final evaluative action based solely or predominantly on said deficiency shall be imposed. In addition, employees shall be evaluated with regard to general areas of employee quality including (but not limited to) attitude, responsibility, reliability, punctuality, consistency of performance, self-discipline, willingness to accept responsibility and/or learn new skills and other such criteria.

22.31 Employee conduct or activities outside of the job shall not generally be considered in the evaluative process; EXCEPT that in the event that such conduct negatively impacts on the employee's effectiveness in the performance of job duties, such decrease in effectiveness may be considered in evaluating the employee.

22.4 Each employee shall annually be evaluated and shall participate in a personal/team development process in such form as shall be established from time to time by the Superintendent or his/her designate. The "Annual Evaluation Report" shall, if possible, be issued by June 1. The Report shall include a cumulative assessment of the employee's performance during the year, based on such data as the evaluator may deem appropriate. (See Section 22.2).

22.41 Upon receipt of the "Annual Evaluation Report", the employee shall sign the file copy of the report.

Such signature shall mean only that the employee acknowledges receipt of his/her copy of the report and shall not be construed to represent agreement with the evaluative conclusions in the report.

22.42 Upon written request, employees may be granted a conference with the employee's supervisor to review the contents of the "Annual Evaluation Report". Such conference shall be scheduled at the earliest time convenient to the supervisor.

22.5 If a bargaining unit member disagrees with an evaluation, he/she may submit a written response directly addressing the areas of (and reasons for) disagreement, which shall be attached to the copy of the evaluation contained in the personnel file.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives as of February 26, 1997.

LEWIS CASS INTERMEDIATE  
SCHOOL DISTRICT  
SUPPORT STAFF ASSOCIATION MEA-NEA

LEWIS CASS INTERMEDIATE  
SCHOOL DISTRICT  
BOARD OF EDUCATION

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UNISEAU Director

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Negotiator

## APPENDIX A

### LETTER OF UNDERSTANDING

A probationary period of up to 90 work days shall be served by the support staff covered under the Collective Bargaining Agreement. During this period the pay is reduced 10% on the base hourly wage.

A personal evaluation(s) shall be conducted by their supervisor before the 90th day. If there are continuing questions, an extension of an additional 45 days may be allowed for more information to be gathered.

## APPENDIX B

### PLAN A For employees needing health insurance

Long Term Disability	60% \$2,500 maximum 180 calendar days-modified fill Freeze on offsets Alcoholism/drug addiction-2 year Mental/nervous-2 year
Delta Dental	C (50/50)
Negotiated Life	\$10,000 AD&D
Vision	VSP-1

### PLAN B For employees not needing health insurance

Delta Dental	D 01 (60/60/60: \$600)
Vision	VSP-1
Negotiated Life	\$15,000 AD&D
Long Term Disability	60% Same as above

**APPENDIX C**  
**LETTER OF UNDERSTANDING**

The following is to be included in the 1996-99 Support Staff Association Agreement between the Lewis Cass Intermediate School District and MEA/NEA.

LCISDSSA members have agreed to the following in regards to after school detention.

1) A flat daily rate of \$50.00 will be paid to staff members working detention, 4:00 - 9:00 p.m. maximum.

2) A flat rate of \$20.00 per day will be paid to staff members working detention part-time 2:30 - 4:00 p.m.

\_\_\_\_\_

Date

\_\_\_\_\_

LCISDSSA/MEA/NEA President

\_\_\_\_\_

Date

\_\_\_\_\_

LCISD Board of Education