

4228

8/31/99

**COLLECTIVE BARGAINING AGREEMENT**

between the

**Allegan County Intermediate School District  
Board of Education**

and the

**Allegan County Intermediate School District  
Educational Staff Association,  
Michigan Education Association, NEA**

1996-97 ▪ 1997-98 ▪ 1998-99

*Allegan County Intermediate School District*





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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the ALLEGAN COUNTY INTERMEDIATE SCHOOL DISTRICT, Allegan, Barry, Kalamazoo, Kent and Van Buren Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Employer"), and the EDUCATIONAL STAFF ASSOCIATION OF ALLEGAN INTERMEDIATE - MEA (hereinafter called the "Association").

WITNESSETH:

### ARTICLE I

#### PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association, and the employees.
- 1.2 Recognition The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated January 29, 1986, recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.3 Limitations The purpose for which recognition is granted shall conform to the provisions of applicable law including, but not limited to, the Public Employment Relations Act, as amended.

## ARTICLE 2

### CONTRACT INTERPRETATION

2.1 Definitions. Except as otherwise expressly provided in this Agreement the words and phrases hereinafter set forth shall have the following meaning:

2.11 A-M

2.111 Association means the Educational Staff Association of Allegan Intermediate, an affiliate of the recognized bargaining agent, the Michigan Education Association.

2.112 Bargaining Unit means the unit certified by the Michigan Employment Relations Commission on January 29, 1986, described as:

All full-time and regular part-time instructional assistants, custodians, secretaries, lifeguards, teachers, school psychologists, social workers, therapists, counselors, work study coordinators, placement specialists, computer specialists, teacher consultants, and nurses. Excluding all other employees.

2.113 Calendar Year means a full twelve (12) month year.

2.114 Constituent District means a public school district(s) located within the Intermediate School District.

2.115 Constituent Facility means a facility owned or controlled by a constituent district.

2.116 Emergency means a sudden and/or unforeseen combination of circumstances or the resulting state there from that calls for immediate action.

2.117 Employer Facility means a facility owned or administered by the Employer.

2.118 Employer means the Allegan County Intermediate School District, its Board of Education, and/or its designated agents.



2.12 N-Z

- 2.121 Party means the Employer or the Association.
- 2.122 Part-time Employee means an employee regularly employed for less than a full work week or full work day, or an employee employed for less than a full calendar/school year. The Employer's fringe benefit premium contribution for a part-time employee, as herein set forth, shall be proportionately reduced except where insurance carriers exclude part-time employees in their policy with the Employer.
- 2.123 Employee means a member of the bargaining unit. Reference to male employees shall include female employees and all masculine pronouns shall include both male and females.
- 2.124 Qualified means that the employee holds such certificates, degrees or other credentials required by the Employer or applicable laws and regulations, and the Employee's performance evaluations are deemed satisfactory by the Employer. Qualifications are to be determined by the Employer.
- 2.125 Salaried Employee means all employees compensated under Schedule "A" and for whom there shall be no overtime compensation. These positions include teachers, school psychologists, social workers, therapists, counselors, work study coordinators, placement specialists, computer specialists, and teacher consultants.
- 2.126 School Year means the first school day closest to September 1st and ending on the last scheduled work day closest to June 1st.
- 2.127 School Year Employee shall mean any teacher, instructional assistant, nurse, lifeguard, school psychologists, social worker, therapists, counselors, work study coordinators, placement specialists, computer specialists or teacher consultants.
- 2.128 Work Year means either a school year or a calendar year for which an employee is regularly scheduled to work.
- 2.129 Full-Time Hourly Employee means an hourly employee regularly employed for a full 40 hour work week for a full calendar year.

2.2 General Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of the Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purposes of the Agreement:

2.21 Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

2.22 Right To Modify And Other Rights. Nothing in this Agreement shall deny or restrict any right guaranteed to an employee under applicable laws or regulations. 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, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

2.23 Schedule Modification. The Employer may alter the work schedule or year to the extent the Employer determines necessary to comply with applicable local, state, or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer after consultation with the Association.

2.24 Subordination. Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provision hereof.

2.25 Prior Practices. The Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

## ARTICLE 3

### EMPLOYER RIGHTS AND RESPONSIBILITIES

- 3.1 Employer Rights. The Employer, on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- 3.11 To the executive management and administrative control of the school system, its properties and facilities, and the employment activities of its employees;
  - 3.12 To hire all employees and determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  - 3.13 To establish grades and courses of instruction, including athletic, recreational academic, and social events, as deemed necessarily advisable by the Employer.
  - 3.14 To decide upon the means and methods of instruction and/or the delivery of professional services, the selection of textbooks and other teaching or professional materials, and the use of such material.
  - 3.15 To determine class schedules, the hours of instruction or other professional activity, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  - 3.16 To determine the assignment and direction of work of its personnel, determine the hours of work, starting times, and scheduling of work; and the right to establish, modify or change any work or business hours, or days, whenever the Employer shall determine such action to be necessary and/or appropriate.
  - 3.17 To establish policies governing the selection, evaluation, testing or training of employees.



- 3.18 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar State or federal legislation which prohibit discrimination on the basis of disability. In the event the Board makes accommodations in accordance with such legislation which are in conflict with this agreement, doing so will not constitute a violation of this agreement.

- 3.2 Employer Responsibilities. The Employer shall make reasonable efforts to secure substitutes for employees on authorized absence.
- 3.3 Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity during the term of this Agreement.

## ARTICLE 4

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 4.11 Meeting Facilities. The use of Employer facilities at reasonable hours for the conduct of meetings of the Association provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefore.
- 4.12 Employee Communications. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards and by having access to bargaining unit members' mail boxes. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer or those of a constituent district except on designated bulletin boards. The Association shall defend, indemnify and hold the Employer harmless from any and all claims, expense or liability whatsoever arising out of the preparation, publication, distribution and/or use of any such materials.
- 4.13 Requested Information. The Employer shall furnish the Association such information as required by law.
- 4.131 The Employer shall provide a job description to each bargaining unit member for their position by October 1st of each year and the administration shall review the job description with the employee on an annual basis.
- 4.14 Board Minutes. The Employer shall provide the Association President with a copy of the approved minutes of each open session of the Board of Education.
- 4.15 Consultation. The Employer may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs or revisions of educational policies provided that the Employer shall inform the Association, and specifically affected employees, of any decisions pertaining thereto prior to their implementation.
- 4.16 Services and School Office Equipment. The reasonable use of school office equipment such as designated typewriters, duplicating equipment and

audio-visual equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his/her employment duties or the discharge of the duties of any other employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.

4.17 Employee Representation. The parties expressly recognize the right of each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her 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 Association membership. Therefore, it is agreed that a representative fee shall be deducted from the pay of each employee, except as hereinafter provided without any separate employee authorization to be used for the purposes and on the conditions herein set forth.

4.1711 Association Membership Fee. The fee shall be the dues uniformly required of members of the Association.

4.1712 Agency Service Fee. The fee shall be the legally permissible amount determined pursuant to applicable law and certified by the Association as the proportionate member cost directly attributable to the cost of collective bargaining representation, administration of the Agreement, and claim adjustments, which fee shall not be greater than the dues uniformly required of members of the Association. The agency service fees so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forms.

If an employee fails to make a selection, he/she shall be deemed to have selected the payment of the agency service fee. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.



4.172 Payroll Deduction. The Association prior to September 1 of each year shall certify in writing to the Employer 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 ten (10) substantially equal monthly installments from the second payroll in each month beginning with the second payroll in September. The Employer shall transmit within twenty (20) days the total aggregate monthly deductions made to such person as she be designated by the Association in writing, subject to any escrow retention by the Employer. The Employer assumes no responsibility for any errors in any subsequent deductions. In the event of overpayment, the Association agrees to refund any such overpayment within twenty (20) days from notice thereof.

4.173 Indemnification. The Association agrees to indemnify and hold the ISD, the Board, each individual school board member and its designated agents harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay damages, unemployment compensation costs, attorney fees, and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any moneys for any reason associated with the provisions of this Article. The Association shall select its own legal counsel involved, if any, and shall be free to settle any disputes arising under this Article directly with the employee. The Employer will be allowed to retain it's own legal counsel. Before retention of legal counsel the Employer shall consult with the Association.

4.2 Association Responsibility. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

4.21 Association Representatives. The Association shall promptly notify the Employer, in writing, the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

- 4.22 Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer during the term of this Agreement.
- 4.23 Association Activities. Except by the express agreement of the Employer, the performance of the duties of any employee shall not be interrupted for the purpose of conducting any Association activities whatsoever; provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.
- 4.24 Dress Code. The Board of Education and the Association mutually agree that members will dress in a professional manner appropriate for their assignment. The Association agrees to cooperate with the Board of Education in promotion of professional and tasteful dress by members. The Association and the Board of Education may develop written guidelines for any classification.

## ARTICLE 5

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 5.1 Professional Aids and Facilities. The Employer shall provide for each Employer facility or in the case of area programs make available to the employee:
- 5.11 Typing and duplicating facilities for the preparation of necessary instructional materials.
  - 5.12 Telephone facilities for professional use, provided that such telephone facilities may be used for limited personal use to the extent that such personal use does not interfere with the primary use of such facilities and the employee shall pay for each personal call.
  - 5.13 Restroom facilities, and an employee lounge if such lounge is available.
- 5.2 Equipment and Supplies. The Employer agrees to confer with employees at the departmental level in regard to such supplies and equipment as may reasonably be required for the basic conduct of the educational program.
- 5.3 Association Membership Activities. Each employee has the right to join or not to join, maintain or drop his/her membership in the Association. Each employee shall have the right to participate in any lawful activities of the Association concerning the negotiation or the administration of this Agreement, provided that under no circumstances shall an employee cause or encourage students to be involved in the activities of the Association.
- 5.4 Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines, namely:
- 5.41 An employee shall have the right to review the contents of his/her personnel file during regular business hours upon forty-eight (48) hours prior request at reasonable intervals. A representative of the Association may accompany the employee at the request of the employee. The file may be reviewed in the presence of a representative of the Employer. Any references received by the Employer with the understanding that such references would remain confidential shall not be subject to review.
  - 5.42 After the date of employment, an employee shall be given notice of the Employer's intention to insert any materials in his/her personnel file which adversely reflects on the character of the employee's services together with a copy of such materials. The employee will be required to date and initial the material.



- 5.43 Within five (5) days following notice of the intention to insert such adverse material, an employee may request a meeting with the Employer. Prior to the meeting, the employee shall be furnished a copy of the materials for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the employee and the Employer, the employee shall have the right within ten (10) days following the conclusion of the conference to have inserted in his/her personnel file a statement concerning such material and any disagreement regarding the content of such material shall not be subject to the Contract Enforcement Procedure.
- 5.5 Evaluation. The Employer shall be responsible for the evaluation of each employee in the performance of his/her assigned duties. Evaluations shall conform to the following guidelines:
- 5.51 Evaluation Objectives. The primary purpose of evaluation shall be to improve the effectiveness of an employee in the performance of the employee's duties.
- 5.52 Criteria. The principle criteria for a formal evaluation shall be furnished to an employee at least fifteen (15) work days prior to such evaluation.
- 5.53 Formal Evaluations. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
- 5.531 The evaluation shall be in writing using the approved instrument(s).
- 5.532 Any observation upon which an evaluation is based shall be a minimum of thirty (30) minutes and shall be conducted openly and with prior notification to the employee.
- 5.533 The event(s) and any materials upon which an evaluation is based shall be described in the evaluation.
- 5.534 A post-observation conference shall be held after each formal observation. A copy of the formal evaluation resulting from the observation shall be given to the employee at the time of the conference or within ten (10) days thereafter. If the work of the employee is unacceptable, the evaluator shall point out in specific terms the employee's alleged deficiencies and identify specific ways in which the employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the employee. If the employee disagrees with the observation, recommendation, or evaluation, the employee shall submit within ten (10) days a written statement which shall be attached to the evaluation and placed in the employee's personnel file.

- 5.54 Re-Evaluation. If an employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) days from the receipt of the original evaluation. The employee shall state in writing the specific reasons for the request for re-evaluation. The employee may request a different evaluator from within the administrative staff of the Allegan County Intermediate School District. The administrative staff member must be deemed qualified to conduct the re-evaluation by the Superintendent or his/her designee.
- 5.55 Evaluation Frequency. All probationary employees shall be evaluated at least once during each year(s) of the probationary period. All other employees shall be evaluated at least once during each two-year period after the completion of the probationary period.
- 5.56 Other Factors. The Employer may provide for additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its employees. The evaluation opinions of the Employer shall not be subject to the Contract Enforcement Procedure if the procedures herein set forth have been followed.
- 5.6 Medical Examination. The Employer may require an employee to take a physical and/or mental examination at its expense.
- 5.61 Upon initial employment.
- 5.62 Upon return from a leave of absence.
- 5.63 To determine the existence of any condition which might impair the ability of an employee to properly discharge his/her duties or the existence of any condition which might be detrimental to the health or safety of others.
- 5.7 Employee Conduct and Discipline.
- 5.71 Rules and Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. Rules and regulations affecting employees shall be published and distributed to the employees. Rules and regulations shall be conclusively deemed to be reasonable if the Association shall fail to notify the Employer in writing of its objection to any such rules within twenty (20) days after notification.

- 5.72 Disciplinary Action. Any disciplinary action against the employe shall be taken in accordance with the following guidelines, namely:
- 5.721 The employee shall be advised as to the specific alleged violation for which disciplinary action is to be taken.
- 5.722 The Employer shall advise an employee that the employee has the right to have a representative of the Association present at a formal conference at which the employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision a formal conference is defined as one that has been prearranged.
- 5.723 If the violation concerns the character of the professional services of an employee, the employee shall be advised of the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard.
- 5.724 Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. The Board recognizes the concept of progressive discipline with the understanding that discipline need not be imposed in a progressive manner where warranted by the disciplinary history or the seriousness of the offense.
- 5.725 No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Contract Enforcement Procedure, except for probationary employees or as expressly excluded by the provisions of this Agreement. In the event a certain type of discipline is excluded from the Contract Enforcement Procedure, this section of the contract shall not apply to that type of discipline.

5.8 Seniority.

- 5.81 Technical & Education Center Employees. Members of the bargaining unit working at the Technical & Education Center will have a separate seniority list. Bargaining unit members employed at the Technical & Education Center, with the exception of custodial/maintenance, program secretaries, and receptionist/typists, will not have seniority rights for positions outside of the Technical & Education Center unless such rights have been gained by actually being employed outside the Technical & Education Center. Bargaining unit members not employed at the Technical & Education Center, with the exception of custodial/maintenance, program secretaries, and receptionist/typists, will not have seniority rights to positions at the Technical & Education Center unless they have actually been employed at the Technical & Education Center.
- 5.82 Salaried Employees. A new salaried employee shall be on probation for such period as permitted by law, or, if no probationary period is provided by law, for the first two (2) years of continuous employment provided that the Employer shall have the right to extend the probationary period by one (1) year. During such probationary period, the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Employer paid leave time shall serve as part of continuous employment.
- 5.83 Hourly Employees. A new hourly employee shall be on probation for the first year of continuous employment. During such probationary period, the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Employer paid leave time shall serve as part of continuous employment.
- 5.84 Seniority Classification. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments.
- 5.841 Custodial/Maintenance
  - 5.842 Development Center Cafeteria Aide
  - 5.843 Secretary/Receptionist/Typist
  - 5.844 Bookkeepers
  - 5.845 Teachers/Consultants/Nurses/Therapist/Counselor/Work Study Coordinator/Placement Specialist/Computer Specialist.
  - 5.846 Technical & Education Center Instructional Assistants
  - 5.847 Development Center Instructional Assistants, Lifeguards, Itinerant Instructional Assistants

- 5.85 Seniority Lists. The Employer shall post annually during the month of October a seniority list for members of the bargaining unit working at the Technical and Education Center and seniority list of other members of the bargaining unit. A copy of the lists shall be given to the Association. The Association shall notify the Employer of any error within thirty (30) days and failure to do so shall constitute a conclusive agreement that the seniority lists are accurate. For purposes of this Agreement, seniority shall be determined on a classification by classification basis and shall be defined as the length of uninterrupted service within the particular classification. This definition is subject to Subsection 5.81. A break in service of not more than one (1) year by reason of authorized leave of absence shall not be deemed an interruption of seniority but such period shall not be included in the determination of total amount of seniority/service except as required by law. In the event that two (2) or more persons have the same date of first service, these persons shall participate in a drawing to determine their seniority ranking. Any member of the bargaining unit who leaves the bargaining unit and later returns to it shall retain their seniority/service accumulated prior to leaving the bargaining unit, upon return to the unit. If a bargaining unit member transfers from one classification to another, his/her seniority in the classification from which he/she transfers shall be frozen.
- 5.851 A person on layoff shall not continue to accrue seniority during his/her period of layoff but shall retain his/her seniority accumulation existing at the time of layoff subject to the other provisions of this Article.
- 5.852 Persons working less than one-half (1/2) time shall accrue seniority/service on a one-half (1/2) year rate.
- 5.86 Loss of Seniority. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee:
- 5.861 Voluntarily resigns.
- 5.862 Retires or dies.
- 5.863 Is totally and permanently disabled.
- 5.864 Is discharged and is not reinstated, provided, however that the Employer may terminate the employment relationship if an employee fails to give proper notice of his/her intention to return from leave of absence or to return to work at the end of a leave of absence or vacation, or when recalled from layoff.



5.865 Does not have tenure under the Michigan Teachers' Tenure Act and is on recall for a period equal to his/her seniority at the time of layoff or has tenure under the Michigan Teachers' Tenure Act and is on recall for three (3) years.

## ARTICLE 6

### EMPLOYEE SERVICES AND DUTIES

- 6.1 Duties. The duties of each employee shall include those activities within the employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.
- 6.2 Work Year. The number of work days in the school year for an employee scheduled to work a school year shall be set forth on Schedule "A" (Calendar).
- 6.3 Work Week. The normal work week for employees shall be:
- 6.31 Salaried employees shall work thirty-seven and one-half (37 1/2) hours per week at a duty-connected facility designated by the Employer or in the discharge of his/her duties under the direction of the Employer.
  - 6.32 The normal work week for custodial/maintenance and clerical personnel shall consist of forty (40) duty hours.
  - 6.33 The normal work week for instructional assistants shall consist of thirty-five (35) hours per week.

This section shall not be construed as providing a guarantee of hours.

- 6.4 Work Day. The normal work day for employees shall include:
- 6.41 A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.
  - 6.42 Sixty (60) minutes for planning and preparation for salaried employees, as defined in Section 2.125, assigned teaching duties.
  - 6.43 Such duties, meetings, activities, and assignments as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed thirty-seven and one-half (37 1/2) hours for salaried employees or thirty-five (35) hours for hourly school year employees or a forty hour work week for custodial/maintenance and clerical personnel.
  - 6.44 Forty (40) hours per week employees shall be given a fifteen (15) minute paid rest period during each half of the work day, which rest periods shall not interfere with the normal operations of the Employer; provided, however, that an employee may with prior approval of the employee's immediate supervisor, forego such rest periods and extend the lunch break to not more than sixty (60) minutes.

- 6.45 Constituent District Schedule. Itinerant staff assigned to constituent district shall normally follow the daily schedule determined by the ACISD Administration and follow the calendar of the local district building in which they are assigned. The ACISD staff will be expected to participate in building meetings and school functions. Employees assigned classroom programs in constituent districts shall normally follow the daily schedule established by the ACISD Board of Education or administration at the beginning of each school year. The Youth Home schedule will be determined by the administration after consultation with Youth Home staff and Youth Home administration.
- 6.46 Part-Time Employees. The normal work week for a part-time employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned
- 6.47 General Schedule Requirements. Each salaried employee shall be subject to the following general requirements, namely:
- 6.471 A salaried employee not under the direct supervision of the Employer shall file a daily schedule with the Intermediate Administration Office and shall notify the Employer in accordance with rules established by the Employer of any material changes in the daily schedule.
- 6.472 If a constituent district is not in session for students, the salaried employee shall report to the Intermediate Administration Office and shall be subject to the schedule of such office while so assigned except as the salaried employee may be excused in accordance with procedures established by the Employer. Programs housed in constituent districts will follow daily schedule and school closing procedures in the constituent district.
- 6.473 The Employer shall furnish each employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of the Development Center, Technical & Education Center, or the Intermediate Administration Office. The Superintendent may require teachers and instructional assistants to report during school closure for inclement weather after the second consecutive day of closure. If a day is canceled for a reason that does not allow the school district to count the day as a day of student instruction then the Allegan County Intermediate School District Board of Education shall reschedule the day and the school year employee shall work the rescheduled day without additional compensation. The Superintendent will not require school year employees to report for work on missed days that will be rescheduled.

The Youth Home Program will follow the schedule of the Administration Offices. The instructional assistant will not report if no teacher is able to report. Salaried employees serving constituent districts shall follow the make up procedures of those districts. On an inclement weather day, an itinerant staff person shall not be required to report to the Intermediate School District's Administration Offices during periods when a district served is closed. It is further understood that those periods lost due to inclement weather shall be made up according to the procedures and guidelines established by said constituent district and that those periods shall not require additional compensation.

6.474 Development Center and Technical & Education Center teachers and instructional assistants shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather. The administration may release secretarial and custodial staff depending upon the severity of the weather.

6.5 Assignments. Both parties recognize the desirability of placing each employee in a position which will most effectively use the employee's skills and experience while providing for the staffing needs of the Employer. Assignments shall be made in accordance with the following guidelines, namely:

6.51 Assignment Criteria. Subject to the provisions hereinafter set forth, the Employer shall have the discretion to determine the assignment of an employee, and the Employer agrees to consider the following items in rank order.

6.511 The requirements of any applicable federal, state, and/or local regulations.

6.512 Qualifications and skills required for the position.

6.513 Where applicable the certification, applicable academic preparation (including majors and minors), teaching or work experience.

6.514 The length of service of the employee with the Employer.

6.515 Employee performance evaluation records.

6.516 The preference of the employee for the assignment.

6.517 The preference of the constituent district, in the case of a constituent district assignment.

6.52 Assignment Procedure

6.521 General Procedure. The assignment procedure shall be in accordance with the following guidelines:

6.5211 The request by an employee for a new assignment be made in writing to the Employer. The application shall set forth the name and address of the employee, the reasons for the assignment request, the position sought, and the applicant's qualifications therefore.

6.5212 For salaried employees the tentative professional assignment for the next work year shall be made at least fifteen (15) days prior to the end of the current work year. A salaried employee who will be affected by a change in the assignment shall be consulted as soon as possible, but not later than August 15 except in case of emergency.

6.5213 An assignment request shall expire upon the termination of the employment of the employee or the expiration of twelve (12) months, whichever shall first occur.

6.5214 Bargaining unit members employed at the Technical & Educational Center, with the exception of custodial/maintenance employees, program secretaries, and receptionist/typist, shall not be entitled to be assigned to positions outside of the Technical & Education Center unless they have seniority in such positions due to previous employment by the Employer in such positions. Bargaining unit members not employed at the Technical & Education Center, with the exception of custodial/maintenance employees, program secretaries, and receptionist/typist, shall have no right to be assigned to Technical & Education Center positions unless they have seniority in such positions due to previous employment by the Employer in such positions.

6.522 Vacancies and Job Openings - Salaried Employees. It is the objective of the parties to provide a procedure for the notification of employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other employees have assigned positions and there is no employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:



- 6.5221 If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption.
- 6.5222 If the vacancy is for a position which was tentatively filled during an academic period or which will occur at the beginning of the next academic period during the same work year, the vacancy shall be posted within one (1) week.
- 6.5223 If the vacancy is for a position to be filled during the next work year and the existence of the vacancy is known at least fifteen (15) days prior to the end of the work year, notice of the vacancy shall be posted for one (1) week.
- 6.5224 In the case of all other vacancies, the Employer shall notify each employee who has on file an assignment request for such vacancy.
- 6.5225 Selection. Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.
- 6.523 Vacancies and Job Openings - Hourly Employees. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other employees have assigned positions and there is no employee who has claim to return to the position from leave of absence or layoff.
- 6.5231 Notice. Notice of all vacancies and all newly created positions within the bargaining unit shall be posted on employee bulletin boards in each building for five (5) days.
- 6.5232 Bidding. Any employee in the unit may bid for a vacancy. If an employee is absent from work, which absence is

authorized pursuant to Article 7, an authorized representative of the Association shall have the right to submit a bid in writing on behalf of the employee within the five (5) day posting period.

6.5233 Selection. Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria, and best meets the needs of the organization. Qualifications are to be determined by the Employer.

If the vacancy is not filled by bidding, the Employer shall have the right to employ new hire.

6.5234 Trial Period. The successful applicant shall be granted a trial period of sixty (60) work days, providing that an employee who demonstrates lack of skill to do the job, or where safety and health are involved, may be removed sooner. If the employee fails to perform satisfactorily in the new classification or position during the trial period or provide written notice to the Employer of a desire to return to his/her former classification or position, he/she shall be returned to his/her former classification or position and rate of pay without any loss of seniority. A non-probationary employee who is involuntarily returned to his/her former classification or position shall have the right to file a claim under the Contract Enforcement Procedure and pursue it through the formal conference step.

6.5235 Compensation. The employee shall be entitled to receive during the trial period the rate of pay designated for the new classification or position provided that if such rate of pay for the new classification or position is greater than the rate of pay for the former classification or position, payment for the difference in pay shall be suspended until the employee shall have satisfactorily completed the trial period. Upon such completion, he/she shall be entitled to receive the suspended portion of his/her compensation.

6.5236 Other Transfers. Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee

for a period not to exceed sixty (60) days, or to transfer or to promote an employee who had not applied for such transfer or promotion, if, in the opinion of the Employer, there shall be no qualified applicants. An employee who has been temporarily transferred shall, after five (5) days, receive the rate of pay designated for such position, provided that such rate is higher than his/her former rate.

6.5237 Bidding Limitations. The Employer shall not be required to transfer an employee more than once during a twelve (12) month period.

6.524 Association Cooperation. The Association agrees to encourage salaried employees to notify the Employer at the earliest practical time if they do not intend to renew their contracts.

- 6.6 Transportation. Each employee shall be required to provide such transportation as will be necessary to adequately perform his/her duties. The employee shall be reimbursed as hereinafter provided.
- 6.7 Jobs And Classifications. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position. Classifications are as follows: Custodial, Maintenance, Development Center Cafeteria Aide, Secretary, Receptionist/Typist, Bookkeeper, Teacher, Teacher Consultant, Nurse, Technical & Education Center Instructional Assistant, Lifeguard, Itinerant Instructional Assistant, Therapist, Counselor, Work Study Coordinator, Placement Specialist, Computer Specialist.
- 6.8 Productivity And Contracting. The parties recognize the Employer's obligation to the public to maintain and preserve the physical facilities of the District and to provide ancillary educational services at a reasonable cost. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members. Work performed by students or youth programming will be exempt from provisions of the contract and scheduled at the discretion of the Employer.

6.9 Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purposes of instructional training, job evaluation and experimentation, emergencies or seasonal help; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members.

## ARTICLE 7

### AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse affect on the qualify of the educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

7.1 Sick Leave. Sick leave shall be administrated in accordance with the following guidelines, namely:

7.11 Use. Sick leave may be used for:

7.111 Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

7.112 Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the District.

7.113 Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.

7.114 The serious illness of a member of the immediate family, provided that such leave shall be limited to the use of three (3) days from accumulated sick leave and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall mean any person who is a regular member of the employee's household or the spouse, father, mother, brother, sister, grandparent or child of the employee or of the employee's spouse.

7.12 Sick Leave Amount. Each employee shall be credited with sick leave at the rate set forth on Schedule "B". Sick leave will accumulate at the rate of one (1) day per month worked except as herein provided.

7.13 Used Days. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such



period as the employee is on an authorized general leave of absence, an unauthorized leave or is not otherwise regularly providing services to the Employer.

7.14 Unused Days. If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date. The amount of unused sick leave shall be certified to the employee within thirty (30) days after the beginning of the fiscal year.

7.2 Business Leave.

7.21 Use. Business leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of an employees' duties. It shall not be used for other employment or for social, recreational, vacation, or other similar purposes.

7.22 Amount Of Days. Each eligible employee shall be credited for each work year with the amount of business leave shown on Schedule "B". Unused business leave shall be converted to his/her sick time accumulation.

7.23 Limitations. The Employer shall not be required to grant a leave to any otherwise eligible employee if the employee has not made adequate provisions for the discharge of his/her employment duties during his/her absence, unless such absence could not have been foreseen and reasonable preparation could not have been made for the discharge of such responsibilities. No business leaves will be granted the day before or the day after a regularly scheduled vacation period.

7.3 Jury Leave. An employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if he/she is unable to be excused or to have such services rescheduled to a time which does not conflict with the discharge of his/her schedule employment duties. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

7.4 Funeral Leave. An employee shall be entitled to leave shown on Schedule "B": for the specific purpose of attending the funeral due to the death of his/her mother, father, spouse, child, step-child, grandparent, grand-child, brother, sister, or his/her current mother-in-law, father-in-law, sister-in-law, or brother-in-law, if the employee desires to attend the funeral of such person. If the absence is during a holiday or during an unscheduled work period, no pay will be due.

7.5 Disability Leave. An employee who is or will be physically or mentally disabled for more than ten (10) days shall be granted a leave of absence in accordance with the following guidelines:

- 7.51 Foreseeable Disability. If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:
- 7.511 Notify the Employer as to the nature and extent of the expected disability in accordance with Section 7.81.
  - 7.512 Furnish the Employer a statement from the attending physician specifying in the physician's opinion:
    - 7.5121 Any limitations on the performance of duties;
    - 7.5122 The probable date when the employee will be significantly impaired in the performance of the employee's duties; and
    - 7.5123 The probable length of time, if any, during which the employee shall be disabled from performing the employee's work assignment.
  - 7.513 Furnish the Employer such other information as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students, and other employees.
- 7.52 Unforeseeable Disability. If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Employer the information herein required for a foreseeable disability.
- 7.53 Duration of Leave. An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- 7.54 Compensation Benefits. An employee who has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible, reduced by the amount of any disability insurance benefits which the employee is eligible to receive from the Employer.
- 7.6 General Leave. The Employer may grant a leave of absence upon the request of an employee for reasons of general health, family emergencies, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:

- 7.61 The past performance of the employee;
- 7.62 The staffing needs of the Employer;
- 7.63 The length of service of the employee and the probability that the employee will return to the service of the Employer; and
- 7.64 The purpose or purposes of the leave.

If an employee is granted a leave of absence, the employee shall be required to enter into a Leave of Absence Agreement with the Employer. The Leave of Absence Agreement shall include a requirement that the employee intends to return, and also obligates the employee to notify the Employer on or before a stated date of the employee's intent to return. If the employee fails to give such notice of intent to return, this shall irrevocably establish that the employee does not intend to return, and the employee shall be conclusively considered a voluntary quit. Leave may be with or without pay and, if with pay, may be charged against current or accumulated sick leave as mutually agreed between the Employer and employee.

7.7 Conference Leave. Upon the request of an employee, the Employer may authorize the employee to attend a conference related to his/her area of assigned responsibility. Application and reimbursement procedures shall be in accordance with Employer policies.

7.8 Leave Administration.

7.81 Notice. An employee shall give the Employer notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need to be granted a leave so that the Employer will have the maximum time to provide for the employee's absence. The minimum notice time in any event for a leave for elective health care, personal leave, jury leave, a foreseeable disability, a general leave or a conference leave shall be seven (7) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency. The Employer's representative shall notify the employee of his/her determination within three (3) work days following receipt of the leave request unless the request requires Employer action.

7.82 Leave Agreement. A leave for elective health care, a foreseeable or unforeseeable disability, a general leave or any such leave for more than ten (10) days shall be agreed to in writing by the Employer and the employee, or the employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer in writing prior to a specific time that the employee intends to return, which notification date

shall not be unreasonable under the circumstances. If the employee fails to give such notice, the employee shall irrevocably and conclusively be deemed to have voluntarily quit.

- 7.83 Verification. The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any leave benefits the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.
- 7.84 Reinstatement Rights. On the termination of a leave, the employee shall be returned to the job which he/she held prior to such leave or, if the job has been eliminated, to a similar job, provided that he/she is still qualified, subject to the rights of other employees pursuant to this Agreement.
- 7.9 Association Leave. The Association officers and representative assembly delegate may have up to two (2) days total per semester to attend workshops or conferences. This leave shall be administered under provision 7.8 of the Agreement. The Association shall reimburse the Employer for the cost of any substitute required as a result of this provision.
- 7.10 Holidays. Each full-time hourly employee, as per section 2.129, shall receive the following holidays if the holiday falls during the employee's work year and the Development Center and/or Technical & Education Center are not in session.
- New Year's Day together with either the day preceding or the day following
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day and the day following
  - Christmas Day together with the day preceding and the day following (or equivalent)

An employee shall be paid his/her regular pay for any holiday falling on a work day which is observed as a holiday by the Employer, provided that the employee worked the scheduled work day preceding and following the holiday.

Employees that have six (6) or more years of service with a good attendance record will be awarded a floating holiday. Good attendance will be defined by the Employer.

7.11 Vacation.

Each hourly employee, other than an Instructional Assistant, who is regularly scheduled to work at least forty-five (45) weeks during the fiscal year, shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer in accordance with the following schedule.

<u>Employment Period</u>	<u>Vacation Allowance</u>
One (1) through nine (9) years of uninterrupted service	Ten (10) work days
Ten (10) or more years of uninterrupted service	Fifteen (15) work days

The eligibility of an hourly employee for vacation shall be determined by his/her anniversary and such vacation must be used within six (6) months following the end of the work year in which earned, unless has written approval of the Superintendent. If an employee is terminated for cause, any unused vacation days shall be forfeited. On July 1 of the first year of employment, earned vacation shall be prorated for time worked and from that date forward July 1 shall be the anniversary date for vacation accrual purposes.

7.12 Leaves.

- 7.1 Sick Leave. Employees shall be credited with one-half (1/2) of their sick leave at the beginning of each semester or five (5) per semester and twelve (12) month employees will be credited with six (6) sick days the first half of the year and six (6) sick days the second half of the year. Unused sick leave will accumulate up to a maximum of thirty (30) days.
- 7.2 Business Leave. Each employee on the payroll as of July 1 each year shall be credited with two (2) days of business leave. Unused business leave shall be converted to his/her sick time accumulation at the end of each year.
- 7.3 Funeral Leave. Up to three (3) days per death. Length to be determined by the Administration after consultation with the employee.

## ARTICLE 8

### LAYOFF AND RECALL

- 8.1 Determination and Effect. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Employer agrees to pay insurance benefit premiums for a period of sixty (60) days following the layoff for employees with one (1) or more years seniority.
- 8.2 Layoff Procedure. Except as otherwise provided in this Agreement, employees shall be laid off within a classification in the following order:
- 8.21 Probationary employees in the classification or area of certification to be reduced.
- 8.22 The least senior hourly employee in the classification in which the reduction is to be made, provided that the remaining employees in the classification are qualified to meet the requirements of the Employer and provided further that an employee who has classification seniority in another classification if notice is given to the Employer prior to the effective date of layoff.
- 8.23 Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority or the specific position to which the Board determines the teacher with less seniority should be assigned, provided, further that this procedures shall be subject to the Michigan Teachers Tenure Act.
- 8.3 Notice of Layoff. The Employer shall give ten (10) calendar days written notice of layoff to the employee(s) affected. If feasible, the Employer shall give not less than sixty (60) days written notice to the affected employee(s).
- 8.4 Recall Procedure. The most senior employee in the area of certification or classification shall be recalled first, provided that the Employer shall determine that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within ten (10) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Employer, this shall constitute voluntary resignation by the employee and automatic termination of his/her employment relationship with the Employer. An employee who is not a tenured teacher shall be on recall for a period equal to his/her seniority. A tenure teacher shall be on recall for three (3) years.



- 8.5 Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.
- 8.6 Association Notice. The Employer shall notify the Association of each layoff and recall by providing the Association with a copy of the affected employees layoff or recall notice. The decision of the Employer shall be binding unless the Association shall object within two (2) work days and shall confirm the objection in writing within five (5) work days. If the Employer does not accept the Association claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure. Except as a hearing officer shall determine that the Employer acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.

## ARTICLE 9

### COMPENSATION AND BENEFITS

#### 9.1 COMPENSATION.

##### 9.11 Basic Compensation.

9.111 Compensation Schedule. The basic compensation of each employee shall be set on Schedule "A".

9.112 Initial Compensation. The initial placement of an employee on the compensation schedule shall be determined by the Employer on the basis of the applicant's education and experience.

9.113 Compensation Advancement. An employee shall advance to the next pay level on the compensation schedule upon the satisfactory completion of a work year in which the employee has provided services for at least one-half (50%) of his/her scheduled work year.

##### 9.114 Compensation Adjustments

**1997-98** All employees shall receive a minimum of a 2.5% increase over their 1996-97 salary.

**1998-99** All employees shall receive a minimum of a 2.5% increase over their 1997-98 salary.

9.12 Additional Compensation. An employee shall be entitled to receive compensation in addition to his/her basic compensation as follows:

9.121 Special Education Extended Year. Summer extended year employment opportunities shall be offered first to the employee holding that position during the regular work year provided they have obtained a satisfactory performance evaluation in the previous work year and then to other employees based on qualifications, satisfactory performance evaluation in the previous year, seniority, certification where applicable, and successful experience in working with the handicap and age group of the students involved. Each factor will be given equal consideration.

An employee providing services for an extended work year shall be entitled to a proportionate increase in compensation based on the Compensation Schedule (Schedule "A") of the immediately preceding school year.

The number of days, daily work schedule, and program composition will be determined solely by the Board of Education.

Employees shall be advised of summer employment opportunities by May 1 of the current work year and shall notify their supervisor/principal in writing by May 10 of the current year of the intention to work an extended year.

"Extended Year" employees shall be entitled to utilize the leave of absence benefits to which they are entitled because of their employment during the regular work year, except that no more than five (5) days of accumulated sick leave may be used during the summer session.

- 9.122 Technical & Education Center Extended Day/Year. Technical & Education Center extended day/year employment opportunities shall be offered first to the employee holding that position during the regular work day/year provided they have obtained a satisfactory performance evaluation, and then to other employees based on qualification, satisfactory performance, seniority, certification where applicable, and successful experience in working in the program involved. Each factor will be given equal consideration.

The number of hours/days, work schedule, and program composition will be determined solely by the Board of Education.

Compensation for extended day/year programming at the Technical & Education Center will be determined solely by the Board of Education.

- 9.123 Additional Assignments. The Employer may pay additional compensation for the voluntary performance of extra assignments requiring additional responsibility, effort, and skill. The amount of such compensation shall be determined by the Employer and the employee after consultation with the Association. The additional compensation shall terminate upon the completion of the assignment.

- 9.13 Pay Period. The basic salary of an employee shall normally be paid in twenty-six (26) substantially equal installments, plus additional compensation, if any; provided, however, that if an employee shall, prior to May 1, provide the Employer with a signed form stating his/her intent to return for the next work year or a definite written statement that he/she will not return for the next work year, he/she shall be entitled to receive the unpaid portion of his/her compensation upon the satisfactory completion of his/her assignment(s).
- 9.14 Pay Periods - Part-Time Hourly Employees. Hourly employees that work less than full-time will be paid on an hourly basis and not in twenty-six (26) equal installments. Extended summer employment instructional assistants will be paid on an hourly basis each pay period for the hours worked in that pay period during the summer.
- 9.2 Allowances and Expenses. An employee may be required in the discharge of his/her duties to drive his/her personal motor vehicle and, if so required, shall be reimbursed as set forth on Schedule "B". An employee required to participate in a medical evaluation clinic shall also be reimbursed for reasonable meal expenses incurred in connection with such participation.
- 9.3 Insurance Benefits. Each employee shall be eligible to receive such fringe benefits as are set forth on Schedule "B". Eligible regularly scheduled part-time employees may receive a pro-rated share of these insurance benefits. Eligibility is determined by the insurance carrier.
- 9.4 Technical & Education Center Staff Assigned As Advisor To A Vocational Student Organization shall receive the following compensation:

**\*CHART 9.4**

"Active Student Members"	District/Regional Competition	State competition	National Competition
5 to 10	\$300.00	\$400.00	\$500.00
11 to 20	\$400.00	\$500.00	\$600.00
21 & above	\$500.00	\$600.00	\$700.00

\*Performance compensation for Vocational Student Organization advisors

1. In order to be eligible to receive the compensation stipend in chart 9.4, the Vocational Student Organization advisor must meet and document the minimum responsibilities listed in chart 9.41.
2. An "Active Student Member" is defined as a student officially enrolled in an approved Vocational Student Organization who participates and competes at the District/Regional level or higher. Within the VICA organization "Active Student Member" is defined as a student officially enrolled who participates and competes in the Centerwide local area competition.

3. The amounts listed in chart 9.4 are not cumulative.
4. Only State Department of Education recognized Vocational Student Organizations will qualify for stipends in chart 9.4 (FFA, HOSA, VICA, BPA, DECA).
5. Vocational Student Organization advisors will be responsible for submitting an "Annual Activity Summary Report" at the completion of the competitive year for their Vocational Student Organization, to be approved by the administration prior to payment. (This typically would occur shortly after national competition).
6. "Active Student Members" are calculated on a "per teacher" basis by training program.

Chart 9.41

Vocational Student Organization Advisor Responsibilities

**THE RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Recruit students into the Vocational Student Organization.
2. Assist in organizing the Vocational Student Organization Chapter(s). (elect officers, register members, communicate with state and national Vocational Student Organization, arrange for dues, fees, etc. to be collected and paid. . .)
3. Work cooperatively with the administration to arrange for transportation, lodging, registrations, etc. for local, state, and national competitions.
4. Infuse the Vocational Student Organization activities into the program curriculum. Make the Vocational Student Organization co-curricular as opposed to extra-curricular.
5. Communicate with parents and local schools regarding student participation in Vocational Student Organization planned activities.
6. Work cooperatively with other instructors in planning, organizing, attending, chaperoning, etc. of Vocational Student Organization activities.
7. Attend, participate in, and assist students in participation in Vocational Student Organization leadership activities, seminars, competitions, etc.
8. Provide the administration in a timely manner with the necessary information to make transportation, registration, lodging arrangements, etc.
9. Work cooperatively with Vocational Student Organization Advisors from other schools in the region or state to plan and implement competitions.
10. Prepare and implement local competition for students as per guidelines in rules or bylaws of the appropriate Vocational Student Organization.
11. Submit an "Annual Activity Summary Report" after the end of the competitive year for the Vocational Student Organization.



## ARTICLE 10

### CONTRACT ENFORCEMENT PROCEDURE

10.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement by an employee, group of employees, or the Association.

10.2 Levels.

10.21 Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor for the purpose of attempting to resolve the alleged dispute without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event.

10.22 Level One. If the written dispute is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance on the approved form.

The Immediate Supervisor shall reply within ten (10) days from the receipt of the written grievance.

10.23 Level Two. If the reply is not satisfactory and a request is made to the Superintendent by the Grievant within ten (10) days from the receipt of the reply at level 1, a conference shall be held within ten (10) days from the receipt of such request. The purpose of such conference shall be to seek a positive and constructive disposition of the grievance. Any mutual agreement as to the disposition of the grievance shall be in writing. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator, if requested by both the Employer and the Grievant. If the grievance is not settled by agreement, the Employer shall file a reply within fifteen (15) days after the completion of the conference.

10.24 Arbitration. If the grievance is not satisfactorily resolved at the Level Two conference, the grievances shall be submitted to an Arbitrator if such request is made within twenty (20) days from the receipt of the Level Two reply. The hearing shall be conducted in accordance with the following rules, namely:

- 10.241 The Arbitrator shall be selected by lot from a permanent panel of arbitrators selected by agreement between the parties.
- 10.242 The hearing shall be conducted in accordance with the rules of the American Arbitration Association, provided however, that:
- 10.2421 The duty and responsibility of the Arbitrator is to apply and interpret the express provisions of the agreement and shall not have the authority to add to, subtract from, alter, modify, vary, or ignore the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
- 10.2422 The Arbitrator shall render his/her written decision within thirty (30) calendar days from the conclusion of the hearing or submission of briefs.
- 10.2423 The rules may be amended in writing by the mutual agreement of the parties.
- 10.243 Either party shall have the right within ten (10) days from the receipt of the decision of the Arbitrator to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided however, that if application is not made within such time, the decision of the Arbitrator shall be binding.

10.3 General Procedures.

10.31 Definitions. As used in this Article the word

10.311 "Grievant" means the Association or employee(s) filing the grievance. If a Grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

10.312 "Day" means a calendar day except a Saturday, Sunday, or scheduled holiday.

10.313 "Event" means the act or mission which the Grievant alleges violates one or more provision(s) of this Agreement.

10.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

10.33 Exclusions. The claim procedure shall not apply to:

10.331 A claim by an employee who desires to assert his/her legal right to present such claim directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association is given the opportunity to be present at such adjustment.

10.332 The failure to re-employ a probationary salaried employee on the expiration of the employee's individual contract of employment.

10.333 The discharge, nonrenewal, discipline, or suspension of a probationary employee.

10.334 Any claim that is within the jurisdiction of a State or federal agency.

10.335 Any discretionary act or any provision of this Agreement which contains an express exclusion from this procedure.

10.336 Any dispute concerning the content of an employee evaluation.

10.337 Any dispute involving the failure to employ or re-employ an employee to an extra-duty position.

- 10.34 Withdrawals and Denials. Any claim or request for advancement to the next level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied.
- 10.35 Place and Time of Proceedings. All proceedings shall be held on the Employer's premises.
- 10.36 Costs. Any fee paid for the services of an Arbitrator shall be shared equally by the parties, except as the Arbitrator shall otherwise decide. Each party shall be responsible for its own costs.
- 10.37 Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date. Any grievance filed following the expiration of the contract shall not be processed under the terms of the Contract Enforcement Procedure, but shall be answered by the Superintendent.

## ARTICLE 11

### GENERAL PROVISIONS

- 11.1 Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- 11.2 Notice. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
- 11.21 Employer's Address:
- Office of the Superintendent  
Allegan County Intermediate School District  
310 Thomas Street  
Allegan, Michigan 49010-9158
- 11.22 Association's Address:
- Michigan Education Association  
231 Trowbridge, Suite #13  
Allegan, Michigan 49010-1330
- 11.23 Employee Address:
- As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.
- 11.3 Scope, Waiver, and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of the Agreement shall be altered during the term of this Agreement except upon the voluntary, prior written, consent of both of the contracting parties, provided that nothing herein shall prohibit Employers agreements which are not contrary to the express terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 11.4 Duplication of Agreement. The Employer shall furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement and shall provide twenty (20) additional copies to the Association.
- 11.5 Negotiations. Except as a provision of this Agreement may otherwise expressly require, neither party shall have any obligation to negotiate any subject that was, could have been, or could subsequently have been negotiated or renegotiated. Negotiations for a subsequent Agreement shall begin not earlier than ninety (90) days before the contract expiration date upon the written request of either party.

- 11.6 Effective Date and Termination. This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight, August 31, 1999.
- 11.7 Prior Practices. This Agreement shall supersede any existing rules, letters of understanding, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- 11.8 Problem Solving. Effective December 1, 1996, the parties shall establish a Joint Committee for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint three (3) representatives.

The Joint Committee shall meet at least three (3) times each school year. It shall be concerned with developing an effective and candid communication relationship between the parties, and may propose non-binding recommendations to the Board or to the Association from time to time.

It is expressly understood that this Joint Committee shall not be considered to be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal. If the parties do agree to implement any proposal, it shall be reduced to writing in the form of a letter of understanding.

During the life of this contract, the parties agree to conduct a pay equity study for the hourly employees.

Prior to the end of the 1996-97 contract year, a committee of Association members and Board members or designee shall jointly design the study.

The results of the study shall be presented to a joint meeting of the School Board and the Association Executive Committee on, or before, October, 1998. The results of this study shall be used to revise the salary schedule for the hourly employees, if necessary and mutually agreeable, for the next contract.

- 11.9 The Employer shall provide all salaried employees with individual written contracts.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of August 31, 1996.

EMPLOYER:

ALLEGAN COUNTY INTERMEDIATE  
SCHOOL DISTRICT

By Phyllis Drozd

Its President

By James Luce

Its Sec.

ASSOCIATION:

EDUCATIONAL STAFF ASSOCIATION  
OF ALLEGAN INTERMEDIATE - MEA

By Brian C. Schuk

For the Association

Its Vice President

By Kevin E. Halber

Its President

## SCHEDULE "A"

### SALARIED STAFF

1. Salaried staff must satisfactorily complete two (2) semester graduate credits or equivalent (CEU's/contact hours) before the commencement of the 1998-99 school year in order to receive pay raise or pay increment in the 1998-99 school year.
2. These graduate credits or an equivalent, must have the prior approval of the Superintendent or his/her designee before the class is taken.
3. Any employee who audits on a non-credit basis a course/workshop which could be taken for college credit, approved by the Superintendent or his/her designee, shall receive credit for this professional growth requirement.
4. **NEW EMPLOYEES**  
New salaried employees shall be exempt from this provision during his/her first year of employment and the requirement shall be proportionately reduced.
5. **PART-TIME EMPLOYEES**  
Part-time salaried employees, per section 2.122, credit requirements shall be proportionately reduced.
6. In the event the parties agree to a wage/salary freeze the continuing education/training requirements shall be null and void for that year.

## SCHEDULE "A"

### HOURLY STAFF

1. Hourly employees must satisfactorily complete approved courses/workshops totaling twenty-four (24) hours before the commencement of the 1998-99 school year in order to receive a pay raise or pay increment in the 1998-99 school year.
2. These courses/workshops must have the prior approval of the Superintendent or his/her designee before the course/workshop is taken.
3. Part-time hourly employees, as per section 2.122, course/workshop requirements shall be proportionately reduced.
4. **NEW EMPLOYEES**  
New hourly employees shall be exempt from this provision during his/her first year of employment and the requirement shall be proportionately reduced.
5. Those employees employed either on a full time or part time basis for a twelve (12) month work year, excluding instructional assistants, shall receive negotiated wage adjustments on July 1 of each year.
6. In the event the parties agree to a wage/salary freeze, the continuing education/training requirements shall be null and void for that year.

## SCHEDULE "B"

### FRINGE BENEFITS

#### 1. Insurance.

The Employer agrees to continue to provide throughout the life of this Agreement premiums for health, dental, disability, vision, and life insurance with a carrier and/or self funding program established by the Employer. The intent of this provision is to provide the Employer with the ability to obtain alternative carriers for equivalent, comparable, or similar coverage. An employee must meet the eligibility requirements of the insurance carrier or such employee shall not receive the Employer's contribution. The Employer's sole obligation shall be to pay the insurance premiums. The Employer shall not be responsible for insurance coverage for any time the employee is not enrolled by the carrier, nor shall the Employer be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit.

Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which such spouse and/or dependent is entitled under any other insurance plan, it being the intention of the parties that an employee shall not have double coverage which has no reasonable benefit to the insured.

It is understood that "double health coverage" is prohibited. Any employee with "double health coverage" shall reimburse the Board for the entire health insurance premium for the length of the school year when discovered.

In order to facilitate better understanding of the Coordination of Benefits as opposed to Double Coverage, and to clarify the procedure to follow when a family is covered by more than one group and, the following has been developed and mutually agreed upon by the Employer and the Association.

Because health coverage has become a common fringe benefit today, many families are covered by more than one group benefit plan. To simplify the determination of which company pays first for each person's medical bills, a procedure called coordination of benefits was developed by the health insurance industry. The following rules are used in determining which plan pays first and which plan pays second.

- A. If a plan does not have a "coordination of benefits" provision, then that plan is always primary.
- B. The plan covering the patient as an employee or as a member is primary, while the plan covering the patient as a dependent is secondary.

- C. The plan that pays first for dependent children is the one held by the natural parent whose birthday comes first in the year.
- D. When there is legal separation or divorce, the plan that pays first on dependent children follows this order:
  - 1. The plan held by the parent with financial responsibility according to the court decree.
  - 2. The plan held by the custodial parent
  - 3. The plan held by the step-parent married to the custodial parent.
- E. If your other plan doesn't follow C or D above, the father's plan will pay first on the children.

These regulations were passed into Michigan law by Public Act 64, and are accepted by the State of Michigan Insurance Bureau to make payment of claims easier and to avoid higher costs for medical programs resulting from frequent double payment.

The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

The employer will contribute 95% (ninety-five percent) of the cost of the health insurance premiums for the term of this Agreement.

IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE PARTIES THAT:

- A. The Allegan Intermediate School District Board of Education shall provide Full-Family Dental and Vision Insurance through a self-funded program established by the Allegan Intermediate School District Board of Education for the term of the Collective Bargaining Agreement.
- B. For the purpose of application of the dental and vision programs "Full-Family" shall be defined as employee's spouse and dependent children through age eighteen (18), full time high school students through age nineteen (19), and full time college students through age twenty-one (21). This definition shall apply exclusively to the implementation of the dental and vision programs.
- C. The Full Family Dental Program shall provide the following benefits:
  - Class I and II benefits (regular dental care including dentures, bridges, and partials) shall be paid at 85% (eighty-five percent) of the dental charges. Orthodontic benefits shall be paid at 85% (eighty-five percent) of the dental charges with a lifetime maximum benefit of \$1,000 (one-thousand dollars). Class I and II benefits shall remain at the \$1,000 maximum benefit.
- D. The Vision Insurance Program shall provide the following benefits.

The schedule of benefits shall be available on a full-family basis with a \$500 (five hundred dollar) annual full family benefit.

SCHEDULE OF BENEFITS

Examination by an	
Optometrist	\$ 36.00
Ophthalmologist	\$ 48.00
Spectacle Lenses (Pair)	
Single Vision - Clear	\$ 35.00
Tinted/Coated	\$ 40.00
Polaroid	\$ 55.00
Bi-focal - Clear	\$ 60.00
Tinted/Coated	\$ 75.00
Polaroid	\$100.00
Tri-focal - Clear	\$ 75.00
Tinted/Coated	\$ 90.00
Polaroid	\$125.00
Lenticular - Clear	\$ 90.00
Tinted/Coated	\$110.00
Polaroid	\$145.00
Frames	\$85.00
Contract Lenses (pair, including the exam)	
Necessary	\$219.00
Cosmetic(Elective)	\$113.00

Limited to one (1) examination, one (1) pair of lenses, one (1) set of frames or one (1) pair of contact lenses per year.

2. Reimbursed Mileage.

An employee may be required to use his/her motor vehicle in the discharge of his/her duties and, if so required, shall be reimbursed at the rate of twenty-seven cents (\$.27)



3. Part-Time Employee.

A part-time employee means an employee regularly employed for less than a full calendar/school year, work week or work day. The Employer's fringe benefit premium contribution for a part-time employee, as herein set forth, shall be proportionately reduced, except where insurance carriers exclude part-time employees in their policy with the Employer.

4. Cafeteria Option.

The Board shall establish a Cafeteria Plan in accordance with Section 125 of the Internal Revenue Code. The Cafeteria Plan shall provide employees who are eligible for health, dental, and vision insurance with the option to receive cash in lieu of such insurance. If the employee elects a cash option in lieu of health insurance, the amount of the cash option shall be equal to 80% (eighty percent ) of the single subscriber health insurance premium. If the employee elects a cash option in lieu of health, dental and vision insurance, the amount of the cash option shall be equal to 90% (ninety percent) of the single subscriber health, vision and dental insurance premium. An employee may choose to use the cash option to purchase an annuity. To do so, the employee may be required to enter into a salary reduction agreement. An employee who opts to use the cash option to purchase an annuity must notify the business office, in writing, of this intention no later than October 1. Payments to annuity companies on behalf of employees will not commence until all of the proper forms and documentation are filed with the business office.

SCHEDULE "A"  
SALARIED STAFF COMPENSATION  
1996-97

STEP	BA	BA+25	MA	MA+30
1	25490	26255	27042	28000
2	26510	27305	28124	29200
3	27570	28397	29249	30400
4	28673	29533	30419	31600
5	29820	30714	31636	32800
6	31012	31943	32901	34200
7	32253	33221	34217	35500
8	33543	34549	35586	36900
9	34885	35931	37009	38300
10	36280	37369	38490	39700
11	37731	38863	40029	41500
12	39429	40612	41831	44000
13	41460	42643	43713	45600
LONGEVITY	550	575	600	650

Longevity payments will be made as follows:

End of first semester	50%
End of second semester	50%

To qualify for longevity payment on this schedule an employee must have 10 continuous years service with the ACISD and have attained and completed the 13th step of the salary schedule.

All credits earned for salary column (horizontal) advancement must be: semester hours, graduate level credit, or a planned graduate level program from a State of Michigan accredited college or university specifically related to the employees work assignment. Transcripts must be on file with the employer. No correspondence courses are to be included.

SCHEDULE "A"  
SALARIED STAFF COMPENSATION  
1997-98

STEP	BA	BA+25	MA	MA+30
1	26127	26911	27718	28700
2	27173	27988	28827	29930
3	28259	29107	29980	31160
4	29390	30271	31179	32390
5	30566	31482	32427	33620
6	31787	32742	33724	35055
7	33059	34052	35072	36388
8	34382	35413	36476	37823
9	35757	36829	37934	39258
10	37187	38303	39452	40693
11	38674	39835	41030	42538
12	40415	41627	42877	45100
13	42497	43709	44806	46740
<b>LONGEVITY</b>	550	575	600	650

Longevity payments will be made as follows:

End of first semester	50%
End of second semester	50%

To qualify for longevity payment on this schedule an employee must have 10 continuous years service with the ACISD and have attained and completed the 13th step of the salary schedule.

All credits earned for salary column (horizontal) advancement must be: semester hours, graduate level credit, or a planned graduate level program from a State of Michigan accredited college or university specifically related to the employees work assignment. Transcripts must be on file with the employer. No correspondence courses are to be included.

SCHEDULE "A"  
SALARIED STAFF COMPENSATION  
1998-99

STEP	BA	BA+25	MA	MA+30
1	26780	27584	28411	29418
2	27852	28687	29548	30678
3	28966	29835	30730	31939
4	30125	31028	31959	33200
5	31330	32269	33238	34461
6	32582	33560	34567	35931
7	33886	34903	35949	37297
8	35241	36298	37388	38768
9	36651	37750	38883	40239
10	38117	39261	40439	41710
11	39641	40830	42055	43601
12	41425	42668	43949	46228
13	43559	44802	45926	47909
LONGEVITY	550	575	600	650

Longevity payments will be made as follows:

End of first semester	50%
End of second semester	50%

To qualify for longevity payment on this schedule an employee must have 10 continuous years service with the ACISD and have attained and completed the 13th step of the salary schedule.

All credits earned for salary column (horizontal) advancement must be: semester hours, graduate level credit, or a planned graduate level program from a State of Michigan accredited college or university specifically related to the employees work assignment. Transcripts must be on file with the employer. No correspondence courses are to be included.

**SCHEDULE "A"**  
**HOURLY STAFF COMPENSATION**  
**1996-97**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bookkeeper I	10.27	10.56	10.83	11.12	11.67
Bookkeeper II	10.90	11.18	11.47	11.73	12.29
Business Office Clerk	9.69	9.94	10.19	10.45	10.73
Secretary I	8.71	8.93	9.15	9.39	9.99
Secretary II	9.20	9.48	9.77	10.03	10.59
Secretary III	9.50	9.79	10.05	10.34	11.19

**With six (6) or more years service to the ACISD \$.13 cents per/hour additional**

*Bookkeeper II-* Associate of Arts degree  
*Secretary II -* Certified Professional Secretary as defined by Professional Secretaries International.  
*Secretary III-* Associate of Arts degree

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Custodian	8.99	9.22	9.44	9.67	9.88	10.11

**With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Inst. Assistant I	7.35	7.64	8.19	8.48	9.04	9.43	10.15
Inst. Assistant II	7.98	8.25	8.81	9.09	9.37	9.92	10.76

**With eight (8) or more years service to the ACISD \$.13 cents per/hour additional.**

*Instructional Assistant II-* Associate of Arts degree, 60 semester hours on a planned program in education, Bachelors Degree and/or Teaching Certificate

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
LIFEGUARD -Water Safety Instructor*	11.51	11.79	12.06	12.33	12.62	12.91
NURSE**	13.55	14.66	15.78	[REDACTED]		

\* With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.

\*\*With four (4) or more years service to the ACISD \$.13 cents per/hour additional.

**SCHEDULE "A"**  
**HOURLY STAFF COMPENSATION**  
**1997-98**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bookkeeper I	10.53	10.82	11.10	11.40	11.96
Bookkeeper II	11.17	11.46	11.76	12.02	12.60
Business Office Clerk	9.93	10.19	10.44	10.71	11.00
Secretary I	8.93	9.15	9.38	9.63	10.24
Secretary II	9.42	9.72	10.01	10.28	10.86
Secretary III	9.74	10.03	10.30	10.60	11.47

With six (6) or more years service to the ACISD \$.13 cents per/hour additional

*Bookkeeper II-* Associate of Arts degree  
*Secretary II-* Certified Professional Secretary as defined by Professional Secretaries International.  
*Secretary III-* Associate of Arts degree

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Custodian	9.22	9.45	9.67	9.91	10.12	10.37

With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Inst. Assistant I	7.54	7.83	8.39	8.69	9.27	9.67	10.40
Inst. Assistant II	8.18	8.46	9.04	9.32	9.60	10.17	11.03

With eight (8) or more years service to the ACISD \$.13 cents per/hour additional.

*Instructional Assistant II-* Associate of Arts degree, 60 semester hours on a planned program in education, Bachelors Degree and/or Teaching Certificate

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
LIFEGUARD -Water Safety Instructor*	11.80	12.08	12.36	12.64	12.94	13.23
NURSE**	13.89	15.02	16.17			

\*With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.

\*\*With four (4) or more years service to the ACISD \$.13 cents per/hour additional.



**SCHEDULE "A"**  
**HOURLY STAFF COMPENSATION**  
**1998-99**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bookkeeper I	10.79	11.09	11.38	11.68	12.26
Bookkeeper II	11.45	11.75	12.05	12.32	12.92
Business Office Clerk	10.18	10.44	10.70	10.98	11.27
Secretary I	9.15	9.38	9.62	9.87	10.49
Secretary II	9.66	9.96	10.27	10.54	11.13
Secretary III	9.98	10.29	10.56	10.86	11.76

**With six (6) or more years service to the ACISD \$.13 cents per/hour additional**

*Bookkeeper II-* Associate of Arts degree  
*Secretary II-* Certified Professional Secretary as defined by Professional Secretaries International.  
*Secretary III-* Associate of Arts degree

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Custodian	9.45	9.69	9.91	10.16	10.38	10.63

**With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Inst. Assistant I	7.73	8.03	8.60	8.90	9.50	9.91	10.66
Inst. Assistant II	8.39	8.67	9.26	9.55	9.84	10.43	11.30

**With eight (8) or more years service to the ACISD \$.13 cents per/hour additional.**

*Instructional Assistant II-* Associate of Arts degree, 60 semester hours on a planned program in education, Bachelors Degree and/or Teaching Certificate

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
LIFEGUARD-Water Safety Instructor*	12.10	12.39	12.67	12.96	13.26	13.56
NURSE**	14.23	15.40	16.58	[REDACTED]		

\* With seven (7) or more years service to the ACISD \$.13 cents per/hour additional.

\*\*With four (4) or more years service to the ACISD \$.13 cents per/hour additional.

# 1996-1997

## Hourly Staff 12 Mth. Full Time

July 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 1996

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 1996

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 1996

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

---

4 Independence Day

September

---

2 Labor Day

October

---

14 Columbus Day  
27 Daylight Savings - Set Back 1 Hour  
31 Halloween

November

---

11 Veterans Day  
28 Thanksgiving  
Thanksgiving Break  
29 Thanksgiving Break

December

---

24 Christmas Break  
25 Christmas Day  
26 Christmas Break

January

---

1 New Year's Day - Closed  
2 Office Closed  
20 Martin Luther King, Jr.'s Birthday

February

---

12 Lincoln's Birthday  
14 Valentine's Day  
17 President's Day  
22 Washington's Birthday

March

---

17 St. Patrick's Day  
28 Good Friday  
30 Easter

April

---

6 Daylight Savings - Set Ahead 1 Hour

May

---

11 Mother's Day  
26 Memorial Day (Observed)

June

---

14 Flag Day  
15 Father's Day

January 1997

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 1997

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 1997

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 1997

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

■ Closed - Holiday

▲ Staff Only

\* Individual schedules may vary according to approval by supervisor

# 1996-1997

## Tech Ed Instructors 185 Days (181 Student Days)

July 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July

---

4 Independence Day

January 1997

S	M	T	W	T	F	S
				2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

---

26 First Day for Teachers - Full Day  
27 First Day for Students

August 1996

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

---

2 Labor Day

February 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

October

---

14 Columbus Day  
18 Inservice Day  
27 Daylight Savings - Set Back 1 Hour  
31 Halloween

September 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

---

11 Veterans Day  
28 Thanksgiving Break  
Thanksgiving  
29 Thanksgiving Break

March 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

---

23 Christmas Break December 23 - January 3, 1997  
25 Christmas Day

October 1996

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

---

1 New Year's Day - Closed  
17 Semester Break/Records Day  
20 Martin Luther King, Jr.'s Birthday

April 1997

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

February

---

12 Lincoln's Birthday  
14 Valentine's Day  
17 President's Day  
21 No School  
22 Washington's Birthday

November 1996

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March

---

17 St. Patrick's Day  
28 Good Friday  
30 Easter  
31 Spring Break Begins

December 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

---

1 Spring Break  
2 Spring Break  
3 Spring Break  
4 Spring Break  
6 Daylight Savings - Set Ahead 1 Hour

May 1997

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May

---

11 Mother's Day  
26 Memorial Day (Observed)

June 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

---

6 Last Day for Teachers  
14 Flag Day  
15 Father's Day

June 1997

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- No School
- Teachers/Staff Only



# 1996-1997 Special Education 185 Days

(180 Student Days)

July 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July

---

4 Independence Day

January 1997

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

---

26 First Day for Teachers - Full Day

September

---

August 1996

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2 Labor Day

October

---

February 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

14 Columbus Day  
18 Parent/Teacher Conf.  
27 Daylight Savings - Set Back 1 Hour  
31 Halloween

September 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

---

11 Veterans Day  
28 Thanksgiving  
Thanksgiving Break  
29 Thanksgiving Break

March 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

---

23 Christmas Break December 23 - January 3, 1997  
25 Christmas Day

October 1996

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

---

1 New Year's Day - Closed  
20 Martin Luther King, Jr.'s Birthday

April 1997

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

February

---

12 Lincoln's Birthday  
14 Valentine's Day  
17 President's Day  
21 Inservice Day  
22 Washington's Birthday  
24 Snow Make-Up Day

November 1996

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March

---

17 St. Patrick's Day  
28 Staff Inservice/Snow Day Make-up  
Good Friday  
30 Easter  
31 Spring Break Begins

December 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

---

1 Spring Break  
2 Spring Break  
3 Spring Break  
4 Spring Break  
6 Daylight Savings - Set Ahead 1 Hour

May 1997

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May

---

11 Mother's Day  
26 Memorial Day (Observed)

■ No School  
▲ Teachers/Staff Only



# 1996-1997 Special Education 230 Days

July 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July

---

4 Independence Day

January 1997

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

---

19 Summer Break August 19 - 23, 1996  
26 First Day for Teachers - Full Day

August 1996

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

---

2 Labor Day

February 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

October

---

14 Columbus Day  
18 Parent/Teacher Conf.  
27 Daylight Savings - Set Back 1 Hour  
31 Halloween

September 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

---

11 Veterans Day  
28 Thanksgiving  
Thanksgiving Break  
29 Thanksgiving Break

March 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

---

23 Christmas Break December 23 - January 3, 1997  
25 Christmas Day

October 1996

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

---

1 New Year's Day - Closed  
20 Martin Luther King, Jr.'s Birthday

April 1997

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

February

---

12 Lincoln's Birthday  
14 Valentine's Day  
17 President's Day  
21 Inservice Day  
22 Washington's Birthday  
24 Snow Make-Up Day

November 1996

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March

---

17 St. Patrick's Day  
28 Good Friday  
Staff Inservice/Snow Day Make-up  
30 Easter  
31 Spring Break Begins

May 1997

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

---

1 Spring Break  
2 Spring Break  
3 Spring Break  
4 Spring Break  
6 Daylight Savings - Set Ahead 1 Hour

December 1996

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May

---

11 Mother's Day  
26 Memorial Day (Observed)

June 1997

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June

---

6 Last Day for Teachers  
14 Flag Day  
15 Father's Day

No School  
 Teachers/Staff Only