

6562

6/30/2003

MASTER AGREEMENT

BETWEEN THE

**LES CHENEAUX COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND THE

**LES CHENEAUX SUPPORT
STAFF
FEDERATION**

JULY 1, 2000 THRU JUNE 30, 2003

Les Cheneaux Community Schools

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Article 1

RECOGNITION

A. The Federation

The Board of Education recognizes the Les Cheneaux Support Staff Federation of Teacher/MFT/AFT/AFL-CIO as the sole and exclusive negotiation representative of all employees (herein after referred to as employees) of the Employer included in the bargaining unit described below:

All full and part-time aides, paraprofessionals, secretaries, cooks, custodians, clerks and bus drivers (excluding confidential employees and those of supervisory nature)

B. Purpose of Representation

The Federation shall represent the negotiation unit for the purpose of collective Negotiations in respect to "rate of pay, wages, hours of employment, or other conditions of employment." This definition clearly includes salaries, and wages, insurance benefits, lunch and rest periods, leave of absences, hours, rights of labor organization officials, and working conditions as policies concerning transfer and promotion, assignments, discharge and disciplining of employees, expiration date of negotiations agreement.

C. Other Organization and Individuals

The Board Agrees not to negotiate with any organization other than the Federation for the duration of this agreement. Individuals and minority organizations may present their views and recommendations to the Board at regularly scheduled meetings of the Board.

ARTICLE 2

NEGOTIATION PROCEDURES

A. Initiation

By March 1 of the bargaining year, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment, and shall continue until an agreement is reached.

ARTICLE 3
AGREEMENT

A. WRITTEN

When an agreement is reached, it shall be reduced to writing. When approved and signed by the parties as required by Sec. 15, Act 336 of the Public Acts of 1947, as amended up to and including public Act 379 of 1965, the contract shall be effective.

B. AUTHORITY OF AGREEMENT

This shall supersede any rule, regulation or practice of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual employee's contract heretofore in effect.

ARTICLE 4
SALARY SCHEDULE
2000-2001 through 2002-2003

2000-2001

| <u>STEP</u> | <u>SECRETARIES</u> | <u>CUSTODIANS</u> | <u>AIDES</u> | <u>FOOD SERVICE</u> |
|-------------|--------------------|-------------------|--------------|---------------------|
| 1 | \$ 8.32 | \$ 8.50 | \$ 7.80 | \$ 7.45 |
| 2 | \$ 8.61 | \$ 8.80 | \$ 8.16 | \$ 7.85 |
| 3 | \$ 9.00 | \$ 9.10 | \$ 8.56 | \$ 8.15 |
| 4 | \$ 9.46 | \$ 9.40 | \$ 8.96 | \$ 8.45 |
| 5 | \$ 9.89 | \$ 9.70 | \$ 9.36 | \$ 8.75 |
| 6 | \$10.31 | \$10.00 | \$ 9.76 | \$ 9.05 |
| 7 | \$10.76 | \$10.30 | \$10.15 | \$ 9.35 |
| 8 | \$11.07 | \$10.60 | \$10.45 | \$ 9.65 |

2001-2002

| <u>STEP</u> | <u>SECRETARIES</u> | <u>CUSTODIANS</u> | <u>AIDES</u> | <u>FOOD SERVICE</u> |
|-------------|--------------------|-------------------|--------------|---------------------|
| 1 | \$ 8.32 | \$ 8.50 | \$ 7.80 | \$ 7.45 |
| 2 | \$ 8.61 | \$ 8.80 | \$ 8.16 | \$ 7.85 |
| 3 | \$ 9.00 | \$ 9.10 | \$ 8.56 | \$ 8.15 |
| 4 | \$ 9.46 | \$ 9.40 | \$ 8.96 | \$ 8.45 |
| 5 | \$ 9.89 | \$ 9.70 | \$ 9.36 | \$ 8.75 |
| 6 | \$10.31 | \$10.00 | \$ 9.76 | \$ 9.05 |
| 7 | \$10.76 | \$10.30 | \$10.15 | \$ 9.35 |
| 8 | \$11.07 | \$10.60 | \$10.45 | \$ 9.65 |
| 9 | \$11.39 | \$10.90 | \$10.75 | \$ 9.95 |

2002-2003

| <u>STEP</u> | <u>SECRETARIES</u> | <u>CUSTODIANS</u> | <u>AIDES</u> | <u>FOOD SERVICE</u> |
|-------------|--------------------|-------------------|--------------|---------------------|
| 1 | \$ 8.32 | \$ 8.50 | \$ 7.80 | \$ 7.45 |
| 2 | \$ 8.61 | \$ 8.80 | \$ 8.16 | \$ 7.85 |
| 3 | \$ 9.00 | \$ 9.10 | \$ 8.56 | \$ 8.15 |
| 4 | \$ 9.46 | \$ 9.40 | \$ 8.96 | \$ 8.45 |
| 5 | \$ 9.89 | \$ 9.70 | \$ 9.36 | \$ 8.75 |
| 6 | \$10.31 | \$10.00 | \$ 9.76 | \$ 9.05 |
| 7 | \$10.76 | \$10.30 | \$10.15 | \$ 9.35 |
| 8 | \$11.07 | \$10.60 | \$10.45 | \$ 9.65 |
| 9 | \$11.39 | \$10.90 | \$10.75 | \$ 9.95 |
| 10 | \$11.72 | \$11.20 | \$11.06 | \$10.25 |

Longevity

Employees with maximum longevity, (Those receiving the \$225 for ten years of seniority IN 2000-2001) will continue to receive their longevity payments. In the end, longevity payments will only be available for those at the top of the schedule. Employees with less than 10 years of seniority will only receive the step increase until they reach the top of the pay scale. LONGEVITY PAY WILL BE \$250 IN 2001-2002 AND \$275 IN 2002-2003.

PROFESSIONAL DEVELOPMENT

SUPPORT STAFF EMPLOYEES WILL RECEIVE AN ADDITIONAL 30 CENTS PER HOUR FOR PROVIDING EVIDENCE OF HAVING ACQUIRED 30 OR MORE COLLEGE CREDIT HOURS.

Salary Schedule Placement

The Board reserves the right to place employees on the salary schedule commensurate with their experience and education.

Probationary Period

There will be a 45 WORK day probationary period for all new employees.

BUS DRIVERS

BUS DRIVERS WILL RECEIVE \$14.50 PER HOUR FOR EACH HOUR SPENT DRIVING. BUS DRIVERS WILL BE PAID AT THE RATE OF \$6.25 FOR LAYOVERS IN THE 2000-2001 SCHOOL YEAR AND \$6.50 IN THE 2001-2002 AND 2002-2003 SCHOOL YEARS.

TECHNOLOGY

THE TECHNOLOGY COORDINATOR WILL RECEIVE AN HOURLY WAGE FOR HIS OR HER SERVICES. THE RATE SHALL BE \$15.15 IN 2000-2001 AND \$15.50 IN 2001-2002 AND \$15.95 IN 2002-2003.

ARTICLE 5
INSURANCE PROTECTION

A. HOSPITAL MEDICAL

The Board agrees to furnish, without cost to the employee, the same Medical Insurance Plan as provided the certified staff, for a twelve month period through August 31 for the employee and his/her entire family and any other eligible dependents as defined by the insurance carrier. Sponsored dependents shall be considered eligible dependents for health insurance.

For the 2001-2002 the prescription co-pay will increase to \$5.00.

For the 2002-2003 year the prescription co-pay will cost the employee \$5.00. If the premium increase exceeds 15% of the previous year, the co-pay will be \$10.00.

However, the Board will reimburse the employee, semi-annually, (February and July) the \$5.00 for each prescription costing in excess of \$5.00 or the lesser amount of the total prescription cost if under \$10.00. To qualify for the reimbursement, the employee must submit a listing of all prescription receipts, to the business office by either January 30 or June 30 of that fiscal year.

Example,

| | |
|-----------------------------|--------|
| Total cost of prescription: | \$8.50 |
| Employee pays: | \$5.00 |
| Employee reimbursement: | \$3.50 |

B. EFFECTIVE DATE

Insurance coverage subsidized by the Board shall take effect in the month according to the policy contract with the carrier.

C. CONTINUATION FOR RETIREMENT

A retiring employee shall be continued in the Federation for the purpose of this article only for a period of three months beyond the month in which retirement is effective in order to provide uninterrupted coverage during transfer to a retirement group or personal coverage health insurance program.

D. TERMINATION

Insurance coverage benefits will be discontinued at the end of the month of any employee termination.

E. RESPONSIBILITY

The responsibility of the Board shall be limited to providing the contractual premium payments and the deductible associated with a health insurance plan as per the contract document. All other obligations shall be governed by the terms of the policy contract.

F. INSURANCE PROTECTION

The Board shall provide a Dental Plan for all employees of the bargaining unit and their eligible dependents, 60/60/60 orthodontic rider with a \$1500 life time maximum payment for orthodontic work.

G. The Board shall provide vision insurance to all non-certified employees of the bargaining unit and their eligible dependents.

The following rates will apply:

1. Examination: \$55
A complete vision exam up to but not to exceed.
2. Regular lenses: \$73
A single vision prescription up to but not exceeding each pair of lenses.
3. Bifocal lenses: \$84
A bifocal prescription up to but not exceeding each pair of lenses.
4. Trifocal lenses: \$100
A trifocal prescription up to but not to exceed.
5. Lenticular lenses: \$175
A lenticular prescription up to but not to exceed.
6. Frames: \$36
A standard type frame up to but not to exceed.
7. Contact lenses: \$175 (Each pair of lenses)

8. The Board agrees to replace any glasses, which have been accidentally damaged while being used in the performance of employee duties, at the rate that the vision insurance would cover the first pair.

H. INSURANCE WAIVER

At the request of the employee the Board agrees to provide a cash payment of \$1500 through the district's Section 125 Plan to any unit member who elects not to receive the Medical Plan protection provided by the Board.

ALL INSURANCE BENEFITS AND WAIVER PAYMENTS ARE PRORATED BASED UPON THE LENGTH OF A DAY THE EMPLOYEE IS WORKING. A FULL DAY WILL BE 7 HOURS.

ARTICLE 6
EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. USE OF BUILDING AND FACILITIES

The Federation and its members shall have the right to use school building facilities, outside the school day as defined in this agreement, for meeting in accord with the Board Policy for Type I or Type II organizations. Any additional cost incurred for the use of the facilities shall be born by the Federation.

B. BULLETIN BOARDS AND SCHOOL BOXES

Bulletin boards shall be made available to the Federation and its members. The Federation may place its material in the mail system or post notices of meetings and results of Federation meetings or election results and the like. A Federation official shall sign the material. Materials other than the above shall be submitted to the superintendent for approval before posting or placement in school boxes.

C. INSIGNIA AND PINS

No employee shall be prevented from wearing the insignia or pin of membership in the Federation either on the school premises.

D. EMPLOYEES RECORDS KEPT BY THE BOARD

Each employee shall have the right, upon request, to review the contents of his/her personal file. The file may include record of employment, contracts, evaluations, transcripts, certification and other data requested by the Board. A representative of the Federation may, at the employee's request, accompany the employee in this review. Unsatisfactory evaluation reports, letters of reprimand, either verbal or written, can be expunged based upon individual circumstances and the severity of the incident.

E. EMPLOYEES AND STUDENTS

No Federation or employee's view on matters relating to supervisor-employee or Board-Federation relationships, or personal problems will be discussed by an employee in the presence of a student in the performance of the employee's duties and during school hours.

ARTICLE 7
BOARD RIGHTS

INTRODUCTION

The Board, on its own behalf and on the behalf of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and of the United States, but without limiting the generality of the foregoing right. The Board reserves the right to:

A. CONTROL

To executive management and administrative control of the school and its properties and facilities, and the activities of its employees.

B. HIRING

To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer such employees.

To place employees on the salary/step schedule commensurate with their previous experience and education.

C. CONCLUSION

The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement.

ARTICLE 8
WORK SCHEDULE

- A. The normal scheduled work week will be Monday through Friday.
- B. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one week and over eight (8) hours in one day. Exceptions for the eight (8) hours may be devised by mutual consent.
- C. Custodians and food service employees who work an eight or more hour day shall receive two paid fifteen minute breaks and one thirty minute lunch break each day.
- D. Overtime shall be divided equally among employees within each Department. Advance notice of overtime will be given to the affected employee whenever possible.
- E. The Board agrees to work employees only within their own classification, unless otherwise mutually agreed upon by the affected employee, union and the supervisor.
- F. All overtime must be approved by the superintendent or his or her designee before work commences.
- G. Occasionally, school is cancelled or dismissed early due to inclement weather, Acts of God or by Administrative discretion. When the conditions exist it is difficult to establish equity, however, certain jobs must carry on. The following guidelines are established to assist employees:
 - 1. Should school not open due to inclement weather, employees are not encouraged to drive to school during unsafe weather conditions. However, if conditions are safe, employees may be called in.
 - 2. Employees will be paid at the same rate regardless of their ability to report to work up to a maximum of 2 days
 - 3. If school dismisses earlier than normal employees will be paid for the full number of hours they regularly work.
 - 4. If school dismisses earlier than normal, some employees may be required to stay at school to assist administrators to assure that all students are safely home.

5. Administrative office employees may be asked to stay at school pending the work schedule of their administrators.
 6. Custodians will be responsible for cleaning and securing the building after the students have left.
- H. Students shall not be used to perform the jobs of bargaining unit members in order to reduce a current unit member's hours.

ARTICLE 9
EMPLOYEE LOAD AND ASSIGNMENTS

EMPLOYEES (except bus drivers)

- A. Non-certified employees will be notified of their tentative assignment two days (2) prior to his or her first work day. A job description outlining the responsibilities of the position will be available to the employee within the first week of the job unless the position did not change from the previous year.
- B. Two adults will be assigned to recess duty if more than 50 students are participating in recess. "Walkie-Talkies" or a similar means of communication will be available in all other cases.

BUS DRIVERS

- A. Regular routes shall be those routes necessary to transport the students of the district, or other districts by contractual arrangements, to and from home to a place for regular instruction.
- B. Routes shall be determined as accurately as possible one (1) week prior to the beginning of the school year. Available routes shall be offered to drivers in order of seniority. A meeting with all regular drivers shall be held at least one (1) week prior to the beginning of the school year to select routes and to go through any procedural changes established by the administration pertaining to all regular runs.
- C. On trips other than to and from school, bus drivers are generally not to be considered chaperones. However, the bus driver should remain at the trip destination unless the driver leaves to get gas or to run an errand on behalf of the teacher or group transported. The driver must receive the permission of the person in charge and inform him or her of his or her destination and/or when and where they could be reached if necessary.
- D. Varsity Team Trips – The most senior driver may select to drive one Varsity sport, in addition to football, throughout the year. After the most senior driver has chosen a sport, the next most senior driver may choose a sport etc. No other driver can drive for two sports unless all the regular drivers have had a chance to drive for one sport. Drivers accepting these trips shall not be eligible for any other rotated trip except in the event that no other driver is available.

- E. All other trips shall be offered on a rotation basis in order of seniority. The order of rotation shall start with the most senior driver each year. In the event that no regularly employed driver accepts any given trip the superintendent shall secure a substitute driver. In the event that no substitute can be found the superintendent shall have the right to assign the trip to a regular driver. Said driver shall be compensated at the amount equal to their regular route if it is necessary to pull a regular driver off a regular route. A trip assigned to a regular driver requires monies to complete, i.e., bridge fare, etc., the necessary funds shall be available to the driver with the accompanying trip sheet, the day of the scheduled trip.
- F. Extended trips shall be trips of such duration as determined by the superintendent which need exemption from preceding parts of this policy.
- G. Extended trips shall be offered on a rotating basis by seniority separate from section E. The order of this rotation shall be maintained from year to year except that any new driver in a given year shall become eligible only after all the drivers have had one trip opportunity. In the event that no regular driver or substitute can be found the superintendent shall have the right to assign the trip to a regular driver. Succeeding trips shall start with the senior eligible driver.

ARTICLE 10
VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Whether a vacancy will be filled will be a decision made by the Board of Education. Any bargaining member may apply for a posted vacancy. The posting will include:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Job Description
 7. Minimum requirements
- B. All vacancies shall be posted on the lounge bulletin board and administrative offices for a period of five (5) working days and sent to the union president. Interested employees may apply in writing to the superintendent or designee within the five (5) day posting period. The employees wishing to be notified of potential vacancies that may occur during the summer (June, July & August) should leave a written request with the administrative office prior to leaving for the summer.
- C. All vacancies will be filled on the basis of qualifications. A preference will be given to qualified applicants from within the bargaining unit for which applicants meet the minimum requirements. If all other aspects of qualifications are equal seniority will be the determining factor.
- D. Employees transferred to a different classification or different position shall retain the same pay rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period the employee shall be compensated at the rate for the new classification including the thirty (30) day trial period. An employee transferred involuntarily from their classification to another classification within the bargaining unit, shall be paid either their present rate or the rate of the position to which the employee is transferred, whichever is higher. All efforts will be made not to reduce the number of hours due to an involuntary transfer.
- E. TEMPORARY VACANCIES
1. Temporary vacancies will be posted if the vacancy is expected to extend beyond three (3) weeks. The posting will include:
 1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Job Description
 7. Minimum requirements
 8. Expected duration of assignment

2. Interested employees may apply in writing within five (5) working days of the date of posting.
3. Vacancies shall be filled with the most qualified applicant. If all other aspects of qualifications are equal seniority will be the determining factor.

ARTICLE 11
PAYROLL DEDUCTIONS

- A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he/she receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regards to whether or not any employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit but not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

Within thirty days of the beginning employment by the Board an employee may sign and deliver to the Board, through the Federation secretary, an authorization for payroll deduction of the membership dues of the Federation. Such dues shall be deducted from the basic employee's wages and remitted monthly to the Federation. An authorized deduction form agreed upon by the Federation and the Board shall be used.

Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of the commencement of duties, shall, as a condition of employment, pay as a Representative Benefit Fee, to the Federation, an equal amount of the dues of the Federation. The employee may authorize payroll deductions for such fees in the same manner as regular dues are deducted.

This article shall be effective retroactively to the date of this agreement and all sums payable hereunder shall be determined from said date.

The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Federation further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Federation, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Federation has the right to choose the legal counsel to defend any suit or action.
 4. The Federation shall have the right to compromise or settle any claim made against the Board under this section.
- B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- C. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Federation for the purpose of payroll deduction of dues.

ARTICLE 12
LEAVE OF ABSENCE/HOLIDAYS/VACATIONS

A. SICK LEAVE

Employees working the traditional school calendar will receive ten (10) sick days. Employees working an extended calendar, 200 days or more, will receive eleven (11) sick days. Employees working a twelve month contract will receive twelve (12) sick days.

Unused sick leave shall accumulate from year to year to a maximum of **90 days in 2000-2001 and 100 days in 2001-2002 and 2002-2003.** Sick leave may be used for personal illness or illness of spouse, children, mother, father, parent of spouse, grandparents, if they are living in the immediate household of the employee. Upon deletion of accumulated sick leave, deduction for additional days missed shall begin immediately from that pay period.

B. STATEMENT:

The Board shall furnish each employee with a written statement on or near the beginning of each school year setting forth the total sick leave credit.

C. BEREAVEMENT LEAVE

Up to five (5) days of accumulated sick leave, upon employee request, may be used for death in the immediate family. Immediate family is interpreted to mean: Father, mother, spouse, parent of spouse, brother, sister, child, stepchild, grandchild, grandparents, or dependents living in the immediate household.

D. PERSONAL LEAVE

Up to two days per year, non-accumulative, personal leave days shall be available to employees. Use of these days are to be approved by the employees' supervisor. Employees working 200 days or more are to receive three (3) personal leave days. Employees required to work on snow days or other act of God days that other employees are normally off, shall be given personal business days on an equal basis. For example, an employee required to work a normal day on a snow day will receive an additional personal business day to be taken at a time mutually agreed to with their supervisor. Employees unable to schedule the extra personal business days because of workload shall be paid for the days. (Employees will be paid at the same rate regardless of their ability to report to work up to a maximum of 2 days. See Pg. 11, G-2)

E. JURY DUTY

Employees called to serve on juries shall be granted the difference in their daily rate of pay versus the amount to be paid by the court, excluding mileage and per diem allowance for food and lodging.

F. OTHER LEAVE

Other leaves may be requested for various time periods. All other leaves shall be unpaid leave. Unpaid leave is defined as the loss of all salary and benefits that are associated with the cost of any employee. When unpaid LEAVE is requested for a period of 30 days or less, the Board will hold the job of the employee for this period of time.

For unpaid leaves in excess of 30 days employees will have preference in hiring for new positions for which they qualify.

G. CHILDHOOD DISEASE LEAVE

An employee who is absent because of mumps, scarlet fever, measles, chickenpox, or pink eye shall not be charged with sick leave up to a limit of five (5) days when proof of such illness is shown by a doctor's statement.

H. VACATIONS

Non-certified employees working 240 days or more shall earn vacation days based upon the length of continuous employment at the following rate: Five (5) days vacation during each year of full time employment for the first three (3) years; ten (10) days vacation during each year of full time employment for year four through ten and fifteen (15) days vacation for employment over ten years. After fifteen (15) years employees will receive one (1) additional vacation day in 2000-2001 (16 total days) , one (1) additional day in 2001-2002 (17 total days), and one (1) additional day in 2002-2003 (18 total days). Vacation days are to be scheduled with and at the approval of the immediate supervisor. Conflicts around multiple requests for the same vacation days shall be settled based on the length of service to the district. In the event that no substitute is available the administration reserves the right to cancel requested vacation times in cases of emergency.

Vacation days are not to be carried over into the next employment year, designated as September 1st, unless previous arrangements are made with the superintendent. Holidays which fall in a work week during which a vacation is taken shall not be counted as vacation days.

Non-certified employees annually working 240 or more days will have the following paid holidays: the first day of January, commonly called New Years Day; the thirtieth day of May, commonly called Memorial Day; the fourth of July, commonly called Independence Day; the first Monday in September, commonly called Labor Day; the fourth Thursday in November, commonly called Thanksgiving and the 25th day of December, commonly called Christmas. Additionally, one-half day prior to the 4th of July, Christmas and New Years Day will be considered paid holidays. If any of the above designated holidays should fall on a Saturday or Sunday, the Monday following shall be deemed to be a public holiday and non-certified personnel shall not be required to work except as necessary to the proper operation and maintenance of the school plant. Should it become necessary for the proper operation and maintenance of the school plant, to work on the above specified days, custodial personnel shall be paid at an overtime rate. Those employees working less than 240 days shall receive three (3) paid holidays. These days shall be: Labor Day, Thanksgiving, and New Year's Day.

I. FAMILY CARE

1. Family care leave without pay is available to any bargaining unit member upon requests. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Family Care Leave shall be for caring for a newborn child, or a seriously ill child or a catastrophic or personal illness of a member in the immediate family.
2. In order to provide for continuity the member shall, if possible, provide the superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.
3. This leave may be renewed for one full year upon employee's written request and approval of the Board. Written notice of intention to either return or resign shall be given to the Superintendent of School by March 1 of the year in which the leave expires.

4. In the event of the death of the object of the members leave, the leave of absence may be terminated under the following conditions:
 - a. the original requested leave was for twelve (12) weeks or less,
 - b. any request for return within those twelve weeks requires a ten (10) day notification period,
 - c. requests of more than twelve (12) weeks shall be taken in their entirety.

J. FEDERATION LEAVE

At the beginning of every school year, the Federation will be credited with four (4) days to be used by employees who are officers or agents of the Federation. The first two (2) of those four (4) days are to be paid by the Board and the second two (2) are to be paid by the Federation. The use to be at the discretion of the Federation. The Federation agrees to notify the Administration no less than forty - eight (48) hours in advance of taking such leave.

K. MILITARY LEAVE

Any employee who may be conscripted into the defense forces of the United States for services or training shall be granted a military leave. He/she shall be reinstated to their position in this school system with full credit including the annual increment, under the salary schedule, upon written request supported to perform the duties of the said position. The application for retaining the position shall be made in writing upon receiving notice of induction into the military service. Upon release from military service the employee must notify the superintendent of their intentions within ninety (90) days of date of discharge.

ARTICLE 13

SEVERABILITY

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relation of the parties thereunder.

ARTICLE 14
GRIEVANCE PROCEDURE

A. GRIEVANCE-DEFINITION

A grievance shall be reduced to a written statement of the ALLEGED violation of a provision of this agreement. The grievance shall be signed by the aggrieved employee(s). It shall contain a statement of facts upon which the grievance is based with references to the article and section of the agreement which have been allegedly violated and shall state the relief requested.

B. ORAL DISCUSSION OF THE GRIEVANCE

An employee or employees with a grievance shall first discuss the matter with their supervisor, with the objective of solving the matter informally. The employee(s), may be accompanied by a Federation representative. Such resolution shall be reported by the supervisor to the superintendent.

C. WRITTEN PRESENTATION OF GRIEVANCE

If the grievance is not resolved at the supervisor's level, the aggrieved employee(s) shall file a written grievance with the superintendent.

D. FILING

If the aggrieved employee or employees do not file a grievance in writing with the supervisor or the superintendent within ten (10) days after the occurrence of the alleged violation then the grievance shall be considered waived.

E. SUPERINTENDENT'S CONSIDERATION

Within five school days of receipt of written grievance the superintendent shall meet with the representative of the Federation and the aggrieved employee(s) in an effort to resolve the grievance. The superintendent shall within two working days after completion of said meeting or meetings make a written response to the Federation and the aggrieved employee(s). If mutually resolved the grievance shall cease. If not mutually resolved, the grievance shall be referred to the Board within two working weeks after the superintendent's written response.

F. The Board shall, upon receipt of the grievance, and the superintendent's written response, place the grievance on the next regular school board agenda to consider action. If resolution is not reached by the Board at that meeting, the grievance may be submitted within ten working days to the American Arbitration Association, in accord with the rules which shall likewise govern the arbitration ruling.

G. Arbitrator Power

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties shall agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

H. Cost

The cost of any arbitrator under this article shall be paid by the party that loses the arbitration judgement. All other costs involved shall be paid by the party incurring such costs.

I. EXCLUSIONS

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

1. The termination of service or failure to re-employ any probationary employee.
2. Days cancelled or rescheduled due to inclement weather or other school closings on regularly scheduled dates.

ARTICLE 15
PROTECTION OF EMPLOYEES

A. DISCIPLINE OF STUDENTS

Since the employee's authority and effectiveness in his/her workplace is undermined when students discover there is insufficient administration backing and support of employees, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the workplace.

B. PARENT COMPLAINTS

Any complaint by a parent of a student directed toward any employee shall be promptly called to the attention of the employee by the administration.

ARTICLE 16
ADDITIONAL TRANSPORTATION PROVISIONS

- A. Drivers are defined as those persons, employed by the Board of Education, driving busses on a regular basis. In so far as possible they shall not be members of the teaching faculty.

- B. DRIVER REQUIREMENTS
Bus Drivers shall meet all requirements of the laws of the State of Michigan and applicable rules and regulations of the Board of Education. It is the responsibility of the drivers to maintain a current driving certificate with the State of Michigan. The Board shall pay the cost for the drivers to keep their certification current, i.e., physicals, mileage to and from bus drivers school, and the hourly layover rate while in school.

- C. If a driver fails either the alcohol or drug screening portion of their mandatory tests they will automatically be placed on unpaid leave from bus driving until such time they can show evidence of a clean alcohol or drug test. The cost of the second test will be the responsibility of the driver. Should the second test, or any subsequent test prove positive, the driver will immediately be terminated from employment from the Les Cheneaux Community Schools.

- D. Drivers salary for regular routes shall be determined as follows:
 - 1. Driving time on regular routes shall be jointly determined by the regular drivers and the administration. An additional 45 minutes per day will be added for service and ready time.

- E. Compensation for special trips shall be determined as follows:
 - A. A rate per mile driven plus;
 - B. Lay over time at an annually established rate.

- F. Layover is defined as the time a driver is expected to have the bus ready for boarding at the beginning of a trip to the time the bus is returned to the parking lot at the conclusion of a trip, minus any driving time and minus 8 hours per day of sleep time. (Sleep time refers only to overnight trips).

- G. The minimum pay of any trip shall be equal to the drivers established hourly rate of driving time.

- H. Extended trips shall be offered on a rotating basis by seniority separate from other trips. The order of this rotation shall be maintained from year to year except that any new driver in a given year shall become eligible only after all the drivers have had one trip opportunity. In the event that no driver accepts such a trip the superintendent shall secure a driver from any source necessary, starting with substitute drivers. Succeeding trips shall start with the senior eligible driver.

- I. Compensation for all extended trips shall be established by the superintendent prior to offering a trip. Participating organizations shall be required to pay for all living expenses (meals and rooms) incurred by the driver(s). Drivers are expected to be assigned rooms in the same complex as students and chaperones. When possible an itinerary will be made available to the driver when offered the trip.

- J. Bus drivers will arrange for their own substitutes only in emergency situations in the morning when they are unable to drive. A list of substitute drivers will be provided to the regular drivers. All other substitute drivers will be arranged through the superintendent's office.

ARTICLE 17
EMPLOYEE EVALUATIONS

- A. Each employee may be evaluated annually. Each probationary employee will be evaluated at least once during his/her probationary period. The probationary period will be 45 working days.

- B. All evaluations must be discussed through a personal interview with the employee and their supervisor within five (5) days of the evaluation and shall bear the signatures of the evaluator and the employee. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee is familiar with it. If the employee does not agree with the evaluation, he/she may attach a written response to the evaluation. All evaluations will be submitted to the Superintendent after the evaluation is completed.

- C. A copy of the written evaluation is to be made available to the employee at least one (1) day prior to their personal interview with their supervisor.

- D. Written reprimands shall be removed after a period of three (3) years if no additional incidents occur.

ARTICLE 18
REDUCTION IN PERSONNEL
LAYOFF AND RECALL PROCEDURES

- A. The word "LAYOFF" can mean a reduction in work force or that a person is not physically capable of doing the work that is scheduled for a particular period of time.
- B. Upon determination by the Employer that a "layoff" is necessary, the Employer shall meet with the Federation President, or designee, at least ten (10) days prior to the effective date of the layoff, except in emergencies, then the limit shall be waived. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, and job titles.
- C. Employees to be laid off will be given notice of the layoff as soon as a decision is made by the administration regarding layoffs.
- D. If the district deems a layoff is necessary, employees shall be laid off by Classification as follows:
 - 1. Probationary Employees
 - 2. Employees with the least seniority
- E. Seniority is defined as the length of service any employee has with the district. A seniority list shall be published by September 30th of each year.
- F. In the event of recall to any job classification, laid off employees shall be recalled in inverse order of layoff. Notice of recall will be sent to the employee's last known address by registered mail.
- G. A laid off employee will be given priority consideration on the substitute list. Laid off employees may continue the insurance benefits subject to the terms and conditions of the insurance carrier at their own expense.
- H. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the employer gives ten (10) work days written notice to the affected employee(s), provided job assignments can be covered.

ARTICLE 19
TERMINATION LEAVE

- A. Upon retirement under the Michigan Public School Employees Retirement System all non-certified employees will receive twenty five (\$25/day) for each day of unused sick leave.
- B. Upon retirement under the MPSERS all non-certified employees shall receive \$50 for each year of service to the district up to a maximum of thirty years.

ARTICLE 20
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2000, and be in effect through June 30, 2003. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement. Therefore, they further agree that negotiations will not be reopened on any item, whether or not contained herein or whether discussed at any time during negotiations, during the life of this agreement, unless mutually agreed upon by both parties.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

For: Les Cheneaux Federation of Support Staff:

Susan J. Rutledge, President

For: Les Cheneaux Community Schools Board of Education:

[Signature]
