

7093

6/30/97

MASTER AGREEMENT

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

AND

THE CROSWELL-LEXINGTON ASSOCIATION OF SECRETARIES AND AIDES

AFFILIATED WITH THE

MICHIGAN EDUCATION ASSOCIATION (MEA/NEA)

1994-1997

Crosswell-Lexington Community Schools

LAURENCE ANTHONY
RESEARCH CENTER
MICHIGAN STATE UNIVERSITY

TABLE OF CONTENTS

ARTICLE I.	RECOGNITION.....	3
ARTICLE II	BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES.....	3
ARTICLE III	ASSOCIATION AND EMPLOYEE RIGHTS.....	4
ARTICLE IV	LOCKOUT.....	4
ARTICLE V	ASSOCIATION RELATIONSHIPS.....	5
ARTICLE VI	PERSONNEL PROCEDURES.....	6
ARTICLE VII	LEAVE TIME PROCEDURES.....	16
ARTICLE VIII	EVALUATIONS.....	19
ARTICLE IX	INSERVICE.....	20
ARTICLE X	COMPENSATION.....	20
ARTICLE XI	DISCIPLINE.....	23
ARTICLE XII	GRIEVANCE PROCEDURE.....	24
ARTICLE XIII	GENERAL - MISCELLANEOUS.....	26
ARTICLE XIV	NEGOTIATIONS PROCEDURE.....	27
ARTICLE XV	SUMMER SCHOOL AND SUMMER WORK.....	27
ARTICLE XVI	DURATION OF AGREEMENT.....	28
EXHIBIT A	EVALUATION FORM FOR SECRETARIES, CLERKS, AIDES AND LUNCH ASSISTANTS.....	29
EXHIBIT B	1994-1997 SALARY SCHEDULES FOR SECRETARIES, CLERKS, AIDES AND LUNCH ASSISTANTS.....	31
EXHIBIT C	JOB DESCRIPTION FOR SECRETARY I.....	32
EXHIBIT D	JOB DESCRIPTION FOR SECRETARY II.....	33
EXHIBIT E	JOB DESCRIPTION AND QUALIFICATIONS OF MIGRANT BILINGUAL CLERK.....	34
EXHIBIT F	JOB DESCRIPTION AND QUALIFICATIONS OF LIBRARY CLERKS.....	35
EXHIBIT G	JOB DESCRIPTION AND QUALIFICATIONS FOR ATHLETIC DEPARTMENT CLERKS.....	36
EXHIBIT H	JOB DESCRIPTION AND QUALIFICATIONS OF MIGRANT BILINGUAL AIDES.....	37
EXHIBIT I	JOB DESCRIPTION AND QUALIFICATIONS OF CLASSROOM INSTRUCTIONAL AIDES.....	37
EXHIBIT J	JOB DESCRIPTION AND QUALIFICATIONS OF LEAST RESTRICTIVE ENVIRONMENT/ MEDICALLY FRAGILE AIDE.....	38
EXHIBIT K	JOB DESCRIPTION AND QUALIFICATIONS FOR PRESCHOOL AIDE.....	38
EXHIBIT L	QUALIFICATIONS FOR LUNCH ASSISTANT.....	39
EXHIBIT M	CROSWELL-LEXINGTON ASSOCIATION OF SECRETARIES AND AIDES (CLASA).....	40
	GRIEVANCE REPORT FORM.....	40
	MEMORANDUM OF UNDERSTANDING.....	42
	LETTER OF UNDERSTANDING #1.....	43
	LETTER OF UNDERSTANDING #2.....	43



PREFACE

In a mutually desirable effort to promote the best interests of the Croswell-Lexington School District, hereinafter referred to as the "Board," which is the elected body designated to conduct business for the District, and the Croswell-Lexington Association of Secretaries and Aides, affiliated with the Michigan Education Association (MEA) hereinafter referred to as the "Association," and in recognition of their responsibilities to each other for negotiation in good faith, reaching an Agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, this Agreement is entered into as of this first day of July, 1994 at Croswell, Michigan, and shall expire on June 30, 1997.

The District and the Association subscribe to the principle that differences shall be resolved by procedural and lawful means in keeping with the high standards of the profession, without interruption of the school program.

ARTICLE I

RECOGNITION

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining, as defined in Section II of Act 379, Public Acts of 1965, with respect to hours, rate of pay, and conditions of employment for the entire term of this Agreement for all office personnel, including the secretaries, Federal Program aides, preschool aides, bilingual aides, medically fragile/LRE aides, clerks, community education secretary, instructional aides, lunch assistants, and Manpower personnel, excepting the Confidential Secretaries to the Superintendent and the Central Office (Superintendent's Secretary, Instructional and Federal Project Secretary, Payroll and Benefit Supervisor, Accounting Supervisor, and Xerox/Mail Clerk). All personnel represented by this Association in the above defined unit shall, unless otherwise indicated, hereinafter be referred to as "employees." The Croswell- Lexington Community School District shall hereafter be referred to as the "Board."

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. The Board and the Association agree that the Board of Education on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
 2. to hire all employees, and subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their

dismissal or demotion, and to promote and transfer all such employees.

3. to determine the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment, as modified by this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. This section shall be subject to the provisions of this Agreement and shall not detract from employee rights provided in the Michigan Public Acts 282 and 379 of 1965.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board shall not, as a duly-elected body exercising governmental powers under the laws of the State of Michigan, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV

LOCKOUT

- A. The Association agrees that so long as this Agreement is in effect neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this paragraph, participating therein, shall be subject to disciplinary action, including discharge. The Board agrees that so long as this Agreement is in effect, there shall be no lockout.

ARTICLE V

ASSOCIATION RELATIONSHIPS

- A. A joint Administration-Association Committee shall be established and meet as needed to discuss the interpretation and administration of the Agreement. This committee will be appointed each September 1, with three (3) members to be appointed by the Association and one (1) by the Board. Each party has a right to request that additional meetings be held; both parties can mutually agree to cancel a meeting if there are no matters to discuss. These conferences are only advisory in nature and are not meant to be an extension of the collective bargaining process but are meant to provide a forum for such matters which may directly affect the Agreement and its implementation.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities, such use shall be free of charge, provided no additional custodial service cost is involved for the school district. The Association agrees that no Association activities will be conducted during the normal working hours. This Association shall have the right to use on the school premises, equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his representative. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- C. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all employees. No religious or political activities in the personal life of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, sex, age or national origin, but within the provisions of the Constitution of the United States.
- D. Any employee who feels she/he has been unjustly treated with respect to any or all of the terms and conditions of this Agreement may seek redress under the provisions of the grievance procedure.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available official information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE VI

PERSONNEL PROCEDURES

A. Membership - Fees - Deductions

1. All employees represented by the bargaining unit but not on a probationary status shall as a condition of continued employment either join the Association or pay a service fee equal to the dues and assessment of the Association.
2. After the completion of the probationary period, all new employees hired by the Board whose classifications are represented by the bargaining unit, and after the date of execution of this Agreement shall become obligated as a condition of continued employment to the payment of Association dues or a service fee as provided by appropriate statutes.
3. The authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month - September through June. The Board agrees to remit the proper amounts of money within ten (10) days after each payroll deduction to the designees of the Michigan Education Association accompanied by an alphabetized list of employees, the amounts deducted and a completed MEA RECAP form, such form to be provided by MEA. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Board once the Board has remitted all deducted monies to the Association.
4. The Board shall also make payroll deductions upon written authorization for Board approved annuities, Education Employee's Credit Union, United Fund, or any other plans or programs jointly approved by the Association and the Board.
5. The Association will indemnify, and hold the Board harmless against any claims made and against any suit instituted against the Board on account of any check-off of any payments pursuant to the foregoing, and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.

B. New and Probationary Employees

1. Probation is defined as a period from the original date of hire to a position that has been posted as a regular position to a date ninety (90) calendar days hence. Current employees selected in accordance with the terms of this Agreement shall serve only a sixty (60) calendar day probationary period in the new position.
2. A. Each new regular employee shall serve a ninety (90) calendar day probationary period during which time there shall be no responsibility on the part of the Board for her/his continued employment or re-employment. During such probationary

period the employee will be paid at the appropriate rate for her/his classification. During the ninety (90) calendar day probationary period the employee will be given leave time as accrued. The individual responsible for this person's work will evaluate the probationary employee before the end of the first and third month on the evaluation form attached as Exhibit A. The employee will be given one copy and the other copy will become a part of her/his permanent record.

- B. Each current regular employee shall serve a sixty (60) calendar day probationary period during which time there shall be no responsibility on the part of the Board for her/his continued employment or re-employment in that new position. During such probationary period the employee will be paid at the appropriate rate for her/his classification. During the sixty calendar days probationary period the employee will be given leave time as accrued. The individual responsible for this person's work will evaluate the probationary employee before the end of the first and second month on the evaluation form attached as Exhibit A. Said evaluation shall not be subject to the grievance procedure. If an employee is returned to their previous position, all evaluations regarding the probationary period shall be removed from their personnel file and destroyed.
- C. A regular employee, if selected to fill a new classification and on probation, will be returned to her/his previous position if the employee is determined to be unsatisfactory in the new classification.
- D. The following provisions only apply to new hires:
 - 1) There shall be no responsibility on the part of the Board for the new hire's continued employment during the probationary period.
 - 2) Evaluations of the new hire shall not be subject to the grievance procedure.
 - 3) The new hire will not be entitled to benefits during the probationary period.
- 3. The Board has the right to hire a new or returning employee at any step on the salary schedule it deems commensurate with her/his experience and/or training. Additionally, the Board may adjust the scheduled step of the probationary employee at the time it so deems the step change is justified. It is understood that in case of re-hiring, previously accrued seniority, leave time, and vacation benefits will not apply.
- 4. The probationary period may be extended for absences during that period, by the amount of said absences, when absences have exceeded six (6) for the duration of the probationary period. (i.e., If an employee is absent seven (7) days, they will have their probation extended seven (7) days.)
- 5. If an employee's starting date occurs previous to November 30th, a full year will be credited to the employee's work experience. If an employee begins on or after November 30th and/or before March 1st, a half year credit will be given to the employee. This

Agreement is applicable to all present and future employees. Vacation benefits are computed from July 1 to June 30 of each school year.

C. Seniority

1. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
2. Part-time employees shall also accrue seniority. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
3. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the Board. The second shall reflect his/her most recent date of Board employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
 - a. Secretary I
 - b. Secretary II
 - c. Library Clerk
 - d. Migrant Bilingual Clerk
 - e. Athletic Clerk
 - f. Instructional Aide
 - g. Migrant Bilingual Aide
 - h. LRE Aide
 - i. Medically Fragile Aide
 - j. Lunch Assistant
 - k. Pre-school Aide
4. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
5. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
6. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Transfer to a temporary non-bargaining unit position for not more than nine (9) months shall not cause a loss of seniority.

7. New employees hired into the District shall be considered as probationary employees for the first ninety (90) calendar days of employment. When an employee completes the probationary period, she/he shall be entered on the seniority list.

There will be no seniority among probationary employees. The seniority date will be the date of hire and will be retroactive to the employee's first day on the job of a posted position.

Regular employees assigned to a new classification will serve a sixty (60) calendar day probationary period. The regular employee will retain benefits during this probationary period.

If the regular employee does not perform satisfactorily in the new classification, the employee shall be given specific reasons in writing as to why he/she is being returned to his/her original position without loss of seniority.

Once a regular employee is assigned to a new classification, the seniority in the old classification will remain, but will be frozen at that number of years. In the event of a reduction in the workforce, district-wide seniority shall be used in determining layoffs.

D. Vacancies

1. A vacancy shall be defined as a newly created position or a present position, including summer school positions, that is not filled.
2. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Said posting shall contain the following information:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 - g. Minimum requirements

Interested employees may apply in writing to the superintendent, or designee, within the five (5) day posting period.

3. In the period between school closing in the summer and reopening in the fall, the Board shall publicize vacancies by:
 - a. Posting the vacancy or vacancies in all buildings in which employees are working. The vacancy shall be posted for at least seven (7) working days.

- b. Giving written notice to an officer of the Association, the Association shall provide the name of officer to receive the summer notices.
 - c. Providing sufficient copies of the vacancy to the Association in the amount requested prior to the closing of the school year.
4. It is the purpose of the Board of Education to employ the most qualified person for a vacant position. The Board shall give first consideration to Bargaining Unit Members who qualify. If more than one bargaining unit member is equally qualified, seniority shall be the determining factor. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy to the Association.
5. Positions for certain federally and state supported job opportunities are not to be considered vacancies, but created positions which would not exist under normal circumstances. Such positions for programs such as CETA, Manpower, etc., will be directed under the guidelines of the program for which the position is available.

When such a program is terminated, and if the position is continued as a regular position of the district, the position will then become a vacancy and all employees become eligible to apply.

6. Temporary Vacancy - Permanent, full time and permanent part time employees temporarily absent from their position for a period in excess of 30 days because of illness or disability, will have their position posted in their respective building. Employees with qualifications and similar classifications in the same building may request a transfer to the temporary vacated position. Any temporary employee hired to fill a posted position of known duration of more than 30 days shall be considered to be a member of the bargaining unit and entitled to all rights and benefits conferred by the Master Agreement.

Substitutes may be used to fill a temporary vacated position if no qualified employee in the same building requests assignment to the temporary vacated position and if no qualified laid off employee requests the temporary vacated position.

7. Substitute secretaries may be employed at the discretion of the superintendent.

E. Transfers and Promotions

1. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a sixty (60) calendar day trial in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

2. Employees shall not be placed on a lower step on the wage schedule due to transfers, unless the transfer is requested by the employee, at which time the employee may be placed on a lower step on the wage schedule.
3. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
4. Written requests may be initiated by individual employees for transfer between buildings. Such written requests will receive due consideration, but will be approved only if they are in the best interest of the entire school system.

F. Reduction in Personnel, Layoff and Recall

1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff.
3. In the event of a necessary reduction in work force, the Board shall first lay off probationary employees, then the least senior employees in each classification. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position.
4. Employees whose positions have been eliminated in a classification due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee in that classification.
5. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification 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 Board gives ten (10) work day written notice to the affected employee(s).
6.
 - A. Laid-off secretaries shall have the right to assume a position as an aide provided they have more seniority.
 - B. Laid-off clerks shall have the right to assume a position as an aide provided they have more seniority.
 - C. Laid-off aides shall have the right to assume a position as a Lunchroom Assistant.

D. Lunchroom Assistants shall not have the right to assume the position of the least senior aide; however, they shall have the right to apply for any vacancy for the provisions of Section D.

7. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their fringe benefits by paying the regular monthly per subscriber group rate premium for such benefits directly to the respective carrier(s) subject to the limitations of those carrier(s).

8. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than ninety (90) consecutive calendar days in a classification shall be deemed qualified for any position in that classification except those employees temporarily employed under provisions of Article 6, Section D, Paragraph 6.

Temporary employees are paid at the lowest step of the classifications without any benefits as spelled out in the Contract.

Laid off employees shall be recalled, if qualified, to fill a temporary vacated position.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

9. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

G. Working Conditions - General - Miscellaneous

1. All aides and clerks will work their full contractual day on every student day that students are in attendance all day. A principal and aide, clerk, secretary, lunch assistant may agree to compensatory time to fulfill the number of required working hours. The normal work day for secretaries shall be eight (8) hours per day.

2. No employee shall be required to care for a sick child or transport any student to a doctor or home except that the Board shall assume full liability for such action.

3. **Definition: Full-time employee - any member of the Bargaining Unit who is employed a minimum of six and one-half (6 1/2) working hours and one-half (1/2) hour lunch for a total of seven (7) hours on the work site. This is not to be interpreted as a "year-round employee" who will be employed for fifty two weeks.**
4. **Daily schedule and yearly Contract to be determined by the principal.**
5. **The half hour lunch period is an unpaid lunch period.**
6. **Unused sick leave - If ten years of service or more have been accumulated by an employee of either classification, and upon voluntary separation or retirement, the employee may receive, upon request, ten dollars per day (\$10.00) for each day of unused sick days accumulated up to a maximum of one hundred (100) days.**
7.
 - a. **The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.**
 - b. **The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when union employees are not available or have refused to do the work as assigned, except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.**
 - c. **The Board will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the Board will not subcontract work unless: (a) the skills and equipment needed to perform the work specified are unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work.**
 - d. **All conditions of employment, including working hours, except for reasonable cause (i.e., loss of funding, elimination of program, etc.) extra compensation for duties outside regular working hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed; provided that such conditions shall be improved for the benefit of employees as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless expressly stated herein.**

8. Working Conditions

- a. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- b. The Board shall reimburse the employee for the damage or destruction of personal property which was used on school premises, when the damage or destruction is not the result of the employee's negligence, up to \$100.00 per incident, only after employee has exhausted claim options available with private insurance coverages owned by employee.
- c. In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- d. No employee shall be required to enter a building alone or to be left alone in a building.
- e. Employees may use such physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property.
- f. No employee shall be required to dispense or administer medication or perform medical procedures or perform LRE procedures. An employee may voluntarily choose to dispense medicine or administer a medical procedure/LRE procedure. Said employee will receive training for the medical procedures/LRE procedures required and be covered by the standard Liability policy of the District.

It is understood that the Board of Education needs qualified employees in each building to service the needs of the medically fragile/LRE student and for the dispensing of medication of students.

This employee may be the same person or may be two different persons (one for the medically fragile/LRE and one for the dispensing of medication).

Qualified employees may volunteer for these additional assignments. If qualified employees in a building do not volunteer, then qualified employees from another building who volunteer may transfer.

Employees who volunteer to service the medically fragile/LRE or for the dispensing of medication will have super seniority in their classification.

If no employees volunteer, then the Board of Education reserves the right to lay off the lowest senior aide and employ a new aide who qualifies and volunteers to service medically fragile/LRE students, or is willing to dispense medication to the needing students.

The Board of Education will determine qualifications and will provide training as needed.

This may cause reduction of hours or layoff of less senior employees (aides).

If employees voluntarily administer medications, perform medical procedures, or provide health-related services to a student, the district shall provide:

1. Appropriate training to the affected employee
2. Written instructions as to the procedure
3. Name and telephone numbers of physicians and parents of the student
4. Provide an adult witness to the procedure

Appropriate waste containers, gloves, masks, and sanitized deodorizers will be provided each building for employee use.

Pertaining to the protective health measures, the District will communicate and adjust its policies as revisions are promulgated by the governing health agencies. The Board of Education will comply with established county, state, and federal guidelines related to the dispensing of medication and the handling of body fluids, etc.

- g. An employee shall be responsible to only one supervisor, except when they work in more than one building they shall have one supervisor per building; said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee.
- h. A break room shall be provided. Employees will abide by the District policy on smoking in school buildings.
- i. Employees shall not be required to register new voters in the District other than at their regular work station and during regular work hours. Registration of voters other than parents enrolling new students shall occur only on designated days, not to exceed three (3) days per year. Assignment of registration duties shall be by seniority, with the least senior employee being assigned the responsibility.

- j. Participation by an employee in School Improvement Program (SIP) committees shall be voluntary. The employee's participation on such committees shall not be a factor in the employee's evaluation. If any decision of the SIP committee recommends action that runs counter to this Agreement, these actions will be subject to the negotiation process.
9. The school calendar shall be the calendar bargained with the Croswell-Lexington Education Association. All bargaining unit members shall be furnished a copy of the calendar as soon after publication as practicable.

ARTICLE VII

LEAVE TIME PROCEDURES

A. Paid Leave Time

1. All employees will be granted one (1) day of leave time for each month worked subject to a maximum of twelve (12) work days in one (1) year and accumulative to one-hundred twenty (120) days. School year employees shall earn ten (10) sick days per year.
2. Leave benefits are not accrued in advance of accumulation. When leave accumulations are exhausted, such employees shall not accrue any more days unless working. Leave shall be allowed for and limited to the following reasons, any and all of the following shall be charged against the total accumulated leave days.
 - a. Personal illness, injury or quarantine. (In any illness of five (5) days or more, or in case of repeated absences for illness, an employee may be requested to secure a physician's validation of such illness.)
 - b. Illness or injury to immediate family (three (3) days per occurrence). Immediate family: father, mother, sister, brother, son, daughter, spouse, mother-in-law, father-in-law or anyone living in household. Extension or other related requests shall be made in writing when possible to the employee's immediate supervisor and approved by the superintendent.
 - c. Death in immediate family (five (5) days per occurrence). Death of other family members limited to grandparents, brother-in-law, sister-in-law, aunts, uncles, three (3) days per occurrence. Extension of this leave or other requests relative to attending funerals shall be arranged, prior to leave, with building principal and superintendent.
 - d. Business which cannot be conducted outside of normal working hours (limited to three (3) per year and non-accumulative from one school year to another). Requests shall be made in writing and submitted to the employee's immediate

supervisor two (2) days in advance when possible. The following are restrictions upon the use of personal business days:

- (1) The day may not be used for personal pleasure, recreational travel, sports events, or to seek other employment. Waivers of these restrictions must be approved by the Superintendent.
 - (2) The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the employee. Other waivers must be approved by the Superintendent.
2. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her regular pay and pay received for the performance of such obligation. These days shall not be charged against accumulated leave time. This section shall not apply if the employee is the moving party in litigation against the Board of Education.
 3. Accrued leave-time shall be reflected on the employee's bi-weekly check as total accumulated hours. The accumulated hours shall be converted to days at the end of each school year with the subsequent total number of days being reported to each employee with the last check of that school year.

B. Unpaid Leave Time - Leave of absences may be granted for the following reasons:

1. Maternity Leave - Request for a maternity leave of absence by a female employee shall be made at least six (6) months or as soon as the pregnancy is determined, prior to the expected birth of a child. Medical certification of the pregnancy is required; this certification must include a statement indicating the employee is physically capable of performing assigned duties and that such duties would not be injurious to the health of the employee and the unborn child.

A maternity leave shall begin on a date mutually agreed upon by the employee, her physician and the Board. In cases where the performance of the employee is adversely affected by the pregnancy, the Board shall establish an earlier beginning date for the leave than was previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. An employee who indicates in writing prior to the birth of the child an interest in returning to duty within sixty (60) days following the birth of the child shall be assured that her own position will be available to her upon her return within, but not exceeding the sixty (60) days. An employee wishing to have the maternity leave extended beyond the sixty (60) days, up to a year will be able to return to a comparable position when available.

2. Leave of absence without pay for up to one (1) year for other reasons may be granted by the Board and such requests should be initiated through the immediate supervisor of the

employee. When mutually agreed by both the Board and the Association officers, an employee may be employed on a temporary basis for the period of that leave.

3. An extension beyond the one year leave of absence may be granted by mutual agreement of the Board and the Association officers.
4. Following the termination of any leave of absence, the employee shall be offered the first vacancy occurring within his/her classification. The employee shall be given consideration for a vacancy for which she/he is qualified.
5. Employees on unpaid leave of absence shall not accumulate sick days, vacation days or other benefits. Placement on the salary schedule, unused sick days, unused vacation days or any other benefit shall be held in escrow until the employee on leave returns to work or terminates employment with the District. Employees may arrange to maintain their insurance coverages with the vendor during an unpaid leave of absence. Payments may be processed through the Business office of the school district.
6. Upon request employees shall be granted unpaid leave days as follows:
 - a) Three (3) unpaid leave days upon two (2) week notice subject to the restrictions of Paragraph A (d) (2) above.
 - b) One (1) unpaid leave day with one (1) week notice and no other restrictions, except as specified below.
 - c) Unpaid leave days shall be restricted to one (1) usage per building and/or three (3) usage's per District per day.

C. Forced Leaves of Absence

1. The Board may, at its discretion, require any employee to submit to a physician's examination at any time. The Board reserves the right to designate the physician or physicians to administer such an examination provided, however, the Board pays for the examining physician's fees.
2. The Board may, without the employee's request, give the employee a one (1) year leave of absence without pay except for accrued sick leave time, upon the written recommendation of a school designated physician. However, it shall be the right of the employee involved to also select his/her own physician at his/her own expense, and in the case of conflict between the two reports an additional professional opinion, at the Board's expense, shall be sought before the Board may enforce such a leave of absence without pay.
3. For just cause, the Board may temporarily suspend an employee from duty without pay, pending an investigation of the actions causing suspension. In the event the suspension is deemed unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment, and all records of the incident shall be destroyed.

ARTICLE VIII
EVALUATIONS

A. Evaluation Procedures

1. The evaluation procedure is designed to serve both a guidance and evaluation function. The employee should have an opportunity to be familiar with the rating form. This will serve the dual purpose of keeping before the employee the objectives she/he is expected to achieve and will provide an excellent basis for self-evaluation if so desired.

The superintendent or his designee shall maintain a personnel record for each employee. Such a record must include a written evaluation to be completed at least every two (2) years with the first evaluation to be done in the first year of employment. In any year that an employee is not evaluated, that employee's performance shall be deemed satisfactory. The evaluation form to be used is attached as Exhibit A. All evaluation forms shall be signed by the employee indicating his/her receipt of a copy of the same. However, such signature will imply neither agreement nor disagreement with the evaluation.

2. Each employee shall have the right to review the contents of his/her own personnel file in regard to evaluation reports, and anecdotal records except pre-employment evaluation (probationary). A representative of the Association may accompany the employee in this review. A representative from Administration/Supervision will be present while the review of the personnel file is being made. (Employees will be informed when materials of an adverse nature will be placed in their file. Complaints against the employee shall be signed. If the employee wished to do so, a letter may be written and placed in the file if the employee feels the complaint is not valid and his/her reasons for argument. If an employee is requested to sign material of an adverse nature placed in the file, such signature shall mean awareness but not necessarily agreement.)
3. Secretaries shall be evaluated by their immediate administrative supervisor. Aides and Clerks shall be evaluated by the supervisor to whom they are assigned. Where an aide/clerk is assigned to several supervisors, they shall consult with each other prior to writing one (1) evaluation of that aide/clerk.
4. Any employee who is to be formally observed for evaluation purposes shall be given at least forty-eight (48) hours advance notice.

ARTICLE IX
INSERVICE

A. Association

1. The Association shall be allowed a total of four (4) days of leave without loss of pay to be used by Association members for Association business.
2. An inservice training session requested of an employee over and beyond the contractual calendar shall be reimbursed at the regular hourly rate for the first sixteen (16) hours of inservice, that the Board requests, not including travel time to and from the place of inservice.

B. Employees

1. Inservice training (District-sponsored, Community Education, etc.) approved by the Superintendent for the employee over and above the normal work calendar shall be at District's expense. Incidental expenses related to the inservice training (i.e. mileage, parking, hotel, food) will be limited to \$22/day and shall be the District's expense. At no time will the hourly wages paid for inservices exceed eight (8) hours per day.
2. For training not approved by the Superintendent the District may provide partial cost.

ARTICLE X

COMPENSATION

A. The salary schedules which shall be in effect for the duration of this Agreement are contained in Exhibit B of this document.

1. Whenever an employee is absent more than three (3) consecutive work days and a substitute isn't called, employees who are requested to perform extra tasks shall be compensated extra pay per the number of hours worked.
2. Overtime paid after eight hours and/or forty (40) hours per week at time and one half a day for secretaries, aides and library clerks with prior approval of superintendent.
3. Bargaining unit employees shall not be placed in charge of a classroom except in case of an emergency. If a bargaining unit member is placed in charge of a classroom, that employee shall be compensated at the rate of time and one-half.

B. Work schedules shall be determined by the employee's immediate supervisor by the first day of

employment each year, except that upon employment, an employee shall be informed of the number of hours per day and weeks per year that shall be considered his/her schedule. Any changes in the work schedule shall require ten (10) work days prior notice (except in extreme emergencies).

C. Payroll will be distributed on a two-week basis. Payrolls are computed by dividing the total annual wage by the number of two week periods falling within the contracted time plus one. School year employees shall have the option of having their pay equally prorated over twentieth-one (21) or twenty-six (26) pay periods.

D. Vacations

1. All fifty -two (52) week employees shall receive two weeks (10 working days) annual vacation (non-accumulative). Vacation will be computed, based on the fiscal year of the school district (July 1 to June 30). Vacation will be pro-rated during the employees first year of employment at 10/12th of a day for each month worked.
2. All fifty-two (52) week employees shall receive three (3) weeks (15) working days, vacation annually with pay after ten (10) consecutive years of employment. Time on lay-off from the District shall not count towards the ten (10) consecutive years of employment nor shall it constitute an interruption of consecutive years of employment. (Weeks are non-accumulative from one year to the next.)
3. Vacation time to be arranged with the employee and his/her immediate supervisor. Accumulated vacation time for the year may be used in a block or in periods of one or more days.
4. All days of vacation will be used within fifty-two (52) weeks following eligibility.

E. Holiday Reimbursement

Full time secretaries, aides and clerks who work during the week of the Fourth of July and/or Labor Day, Thanksgiving Day and Memorial Day will receive Holiday Pay for that day if it occurs on a Monday through Friday. The Board shall pay Holiday Pay for up to one (1) of the aforementioned Holidays if it occurs on Saturday or Sunday.

F. Hospitalization Plan

1. The Board shall provide without cost to full-time employees and their dependents MESSA Super Care I.
2. In the 1994-97 school year the Board shall provide to full time employees \$150.00 per month in lieu of the coverage provided in Subsection 1, for MESSA Option programs or Tax Deferred Annuities. Part time employees, excluding lunch room assistants, shall receive a pro-rated benefit based on the number of hours worked divided by 6-1/2 hours or shall be entitled to a pro-rated amount of MESSA Super Care I single subscriber

premiums to be applied against MESSA Super Care I health insurance costs.

3. Health insurance increases shall be capped at fifteen percent (15%) for the 1994-95 school year. For the 1995-96 school year the rate shall be capped at an additional fifteen percent (15%) over the prior year. For the 1996-97 school year the rate shall be capped at an additional fifteen percent (15%) over the prior year.

If rates increase more than fifteen percent (15%) either party can reopen health insurance to bargain over alternative health plans.

If the premium rate for health insurance increases more than 15% the Board shall have the right to seek bids for health insurance based on SCI specifications for use in bargaining. If bargaining does not result in agreement on an alternative plan which is equivalent to MESSA Super Care I or alternative carrier within 30 days of commencement, the Board shall have the right to implement the plan of their choice.

If MESSA changes underwriters or develops alternative plans to SCI which provides equal or better benefits for the employee, the Board shall have the right to enjoy any saving generated by switching as soon as practicable to that new underwriter or new plan.

G. Dental Plan

1. The Board shall provide without cost to the full-time employee the MESSA/Delta Dental Plan Auto Plus with Orthodontic Rider 0-8 and adult orthodontic rider for each employee's entire family and any other eligible dependents as defined by MESSA. Internal and External Coordination of Benefits shall be included.

H. Life Insurance Plan

1. Association employees will be provided by the District a term life insurance policy with accidental death and dismemberment (AD&D).
2. The amount of Life Insurance coverage for all employees will be \$15,000 with AD&D for the 1994-1997 school years.

I. Long-Term Disability Income

1. Long-term disability income protection is provided full-time secretarial employees for protection to sixty (60%) percent of salary after ninety (90) days disability up to age sixty-five (65) with precise terms and qualifications according to the policy.

J. Vision Insurance

The Board shall provide without cost to all employees working three (3) or more hours per day the MESSA VSP II for each employee and his/her entire family and any other dependents as

defined by MESSA.

K. Benefits for Less Than Full-Time Employees

1. The Board agrees to allow part time bargaining unit members to choose at their own expense the health insurance coverage provided to full-time members at group rates.

L. Act of God Days

1. Beginning with the 1986-87 school year, days lost to "Act of God" (Snow, ice, fog, epidemics, etc.) will be rescheduled. A bargaining unit member working the school year required to work both an "Act of God" day and the subsequently rescheduled day shall be paid one days salary at his/her regular per diem rate for each rescheduled day.
2. Twelve month employees shall not be required to report on "Act of God" days and shall not suffer any loss of pay.
3. Should the provision of the State Law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to the agreement shall be reinstated, to the extent permitted by law.

M. Lunch Period

1. All full-time employees will have an uninterrupted lunch period of not less than one-half hour. Full-time employees will be provided a fifteen (15) minute relief time in the morning and in the afternoon. Employees on a half-time basis will receive one fifteen (15) minute relief time.

- N.** Any employee who uses his/her vehicle to conduct school district business shall be reimbursed at the current IRS rate.

ARTICLE XI
DISCIPLINE

- A.** Constructive criticism shall be utilized to attempt to correct any deficiency in performance before disciplinary action is required unless the deficiency is a major offense such as, but not necessarily limited to: theft, assault, controlled substance abuse, and criminal sexual misconduct.

In cases of disciplinary action the following progressive discipline procedure shall be followed unless the offense is major. A major offense may necessitate by-passing the progressive discipline procedures:

1. First offense - verbal reprimand.

2. Continuation - conference between employee and supervisor.
3. Continuation - written reprimand.
4. Continuation - disciplinary layoff or discharge.

B. Both parties mutually agree that with respect to discipline that:

1. All disciplinary action will be private.
2. Every reasonable effort should be made mutually by the immediate supervisor and the employee to resolve the deficiency before a written reprimand is issued.
3. Discharge, suspension or any other disciplinary action shall be made only for just cause and in accordance with the policies and provision of this Agreement and expectations that exist within the employee's position.
4. An employee subjected to disciplinary action may request that a member of the Association be present for further discussion.
5. The Board agrees that, in the event of disciplinary layoff, the Association will be notified prior to, at the time of, or immediately after such penalty is imposed.
6. Any written reprimand must be based on bona-fide, verifiable charges which are clearly stated to the employee. When such charges are made, the employee has the right to respond to these charges in written form within five (5) days of receipt of the written reprimand.
7. In the event it is determined that a disciplinary layoff or discharge of any employee was without cause, the employee shall be reinstated unconditionally without loss of seniority and given back pay for the time lost, less any compensation she/he may have received for work performed during the layoff or discharged period.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definition

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

B. Hearing Levels

1. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve

the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, she/he may formalize the complaint in writing as provided hereunder.

2. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent by the member to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
3. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).
4. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and employer.

C. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.

4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit a bargaining unit member and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the employer which pertain to the affected bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE XIII

GENERAL - MISCELLANEOUS

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties and within the scope of official school district policy, the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Time lost by an employee in connection with any incident identified in this section shall not be charged against the employee.

- B. Clerks, aides, and lunch assistants will accept students' calendar for work schedule.
- C. Secretaries will start working one week before school year and work one week after end of school year. Secretaries may be asked to work additional week(s) before and/or after if requested in writing by their principal with written approval of the Superintendent.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

- A. Reopening of salary schedule negotiations is dependent upon the consent of both parties to this Agreement, except that at least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of members of this Association.
- B. In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final Agreement reached between the parties may be executed without ratification by a majority of the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an Agreement in any negotiations, either party may invoke the assistance of the Michigan Employment Relations Commission or take any other lawful measure which may be considered appropriate.
- D. All negotiations on behalf of the Association shall be held outside of the normal hours of service for employees, unless otherwise agreed by both parties.

ARTICLE XV

SUMMER SCHOOL AND SUMMER WORK

- A. All bargaining unit summer school positions shall be posted and filled per the provisions of Article VI, D by the end of the School Year.
- B. Compensation for summer school positions shall be per the Wage Schedule in Exhibit B excluding non-bargaining unit employees, i.e., summer migrant aides.
- C. Opportunity for summer work other than summer school shall be allocated as follows:
 - 1. Employees wishing summer work shall notify the Superintendent's Office prior to the end of the school year.
 - 2. The employee whose position affords the opportunity for additional work shall be given first opportunity to perform the work.

(i.e., Secretarial work in the High School will be offered to the most senior qualified

secretary in the High School if the work is normally performed by the High School secretary.)

3. If the above employee declines the work, the work shall be offered in the order of seniority to employees in that classification who have notified the Superintendent's Office of their desire for summer work. If no employee in that classification accepts the work, the work may be offered to the most senior employee desirous of summer work in another classification.
4. Wages for summer work shall be paid per Exhibit B by classification.

D. Summer Migrant Aides, i.e., those aides employed for only the summer migrant program and who are not bargaining unit members, shall not be covered by the terms of this Agreement.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until the 30th day of June, 1997. Negotiations between the parties shall begin at least 60 days prior to the Contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed at the expense of the Board within 30 days after Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Board. In addition, the Board shall provide the Association fifty copies of the Agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members who shall be given a copy of the form authorizing check-off for Association dues and service fees within thirty days of said employment.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

ASSOCIATION

By Harold L. Mc

By _____

BOARD OF EDUCATION

By Charles C. Smith

By W. H. Mc

EXHIBIT A

EVALUATION FORM FOR SECRETARIES, CLERKS, AIDES AND LUNCH ASSISTANTS

EMPLOYEE'S NAME _____ DATE _____
CLASSIFICATION _____ SUPERVISOR _____
WORK LOCATION _____

		Satis- factory	Needs Improve- ment	Unsatis- factory	N/A
1.	Attendance	()	()	()	()
2.	Punctuality	()	()	()	()
3.	Appearance	()	()	()	()
4.	Cooperation	()	()	()	()
5.	Dependability	()	()	()	()
6.	Adaptability & flexibility	()	()	()	()
7.	Confidentiality	()	()	()	()
8.	Initiative	()	()	()	()
9.	Communication Skills	()	()	()	()
10.	Positive Attitude	()	()	()	()
11.	Public Relations	()	()	()	()
12.	Uses Good Judgment	()	()	()	()
13.	Accepts Constructive Criticism	()	()	()	()
14.	Shows Courtesy to Others	()	()	()	()
15.	Manages Time Efficiently	()	()	()	()
16.	Follows Directions Easily	()	()	()	()
17.	Pays Attention to Detail	()	()	()	()
18.	Relates Well to Students	()	()	()	()
19.	Relates Well to Parents	()	()	()	()
20.	Relates Well to Staff	()	()	()	()
21.	Performs Duties as Stated in Job Description	()	()	()	()

Employee's Overall Performance: ___ SATISFACTORY
 ___ NEEDS IMPROVEMENT
 ___ UNSATISFACTORY

Evaluator's Comments: (attach additional page if needed)

Recommendations for Improvement (if any):
(For any item marked "unsatisfactory" or "needs improvement", the evaluator shall include the reasons in specific terms and the specific ways in which the employee is to improve.)

Employee's Comments (attach additional page if needed):

Evaluator's signature _____ Date _____

Employee's signature _____ Date _____
(Employee's signature acknowledges receipt of, not agreement with, evaluation.)

Signed copies to: Employee
 Supervisor
 Personnel File

EXHIBIT B**1994-1997 SALARY SCHEDULES FOR SECRETARIES, CLERKS, AIDES AND LUNCH ASSISTANTS****CROSWELL-LEXINGTON COMMUNITY SCHOOLS**

		1994-95	1995-96	1996-97
Instructional Aides:	Step 1	\$7.13	\$7.34	\$7.56
	Step 2	7.51	7.74	7.97
	Step 3	7.99	8.23	8.48
Pre-school Aides:	Step 1	6.30	6.49	6.68
	Step 2	6.62	6.82	7.02
Medically Fragile Aides:	Step 1	7.47	7.69	7.92
	Step 2	7.85	8.09	8.33
	Step 3	8.33	8.58	8.84
Least Restrictive Environment Aides:	Step 1	7.47	7.69	7.92
	Step 2	7.85	8.09	8.33
	Step 3	8.33	8.58	8.84
Clerks:	Step 1	7.60	7.83	8.06
	Step 2	7.98	8.22	8.47
	Step 3	8.46	8.71	8.98
Lunchroom Assistants:	Step 1	5.00	5.15	5.30
	Step 2	5.45	5.61	5.78
Secretary I:	Step 1	8.99	9.26	9.54
	Step 2	9.85	10.15	10.45
	Step 3	10.43	10.74	11.07
	Step 4	11.01	11.34	11.68
Secretary II:	Step 1	8.64	8.90	9.17
	Step 2	9.50	9.79	10.08
	Step 3	10.08	10.38	10.69
	Step 4	10.66	10.98	11.31

All pay increases shall be retroactive to July 1, 1994.

An employee selected (one per building) to dispense medication shall receive \$100 per semester.

Those current LRE Aides who have been in their position prior to the 1994-95 school year shall continue as full time LRE Aides for as long as they are LRE Aides.

The duration of the contract shall be from July 1, 1994 and shall continue in effect until June 30, 1997.

EXHIBIT C

JOB DESCRIPTION FOR SECRETARY I

- A. This job description incorporates all secretarial positions; however, it is recognized that secretarial functions vary depending on position.
- B. Responsible directly to the building principal or his designee.
- C. Responsible for performing secretarial and bookkeeping functions necessary in the efficient operation of an office. Shall include:
 - 1. Type correspondence, confidential information, reports, etc.
 - 2. Responsible for preparing and maintaining records.
 - 3. The secretary may be responsible for coordinating the office clerical operations for the administrator such as supervising office aides, student volunteers, temporary typists, etc.
 - 4. The secretary's position requires that she be able and willing to make minor independent decisions.
 - 5. Answers telephone and acts as a receptionist, receiving and directing callers, giving information and scheduling appointments for the administrator.
 - 6. Keep books accounting for internal accounts and provide same for the auditor when requested.
 - 7. Keep files, operate office machines, duplicating machines, etc.
 - 8. Keep child accounting records.
 - 9. Assist the building principal in whatever other way requested that will result in an efficient operation.
- D. Qualifications
 - 1. High School graduate.
 - 2. Must pass basic skills test.
 - 3. Competency in typewriting.
 - 4. Ability to deal with staff members, faculty, students and the public with tact and courtesy.
 - 5. Dependable, loyal to school and supervisor.
 - 6. Must be able to present and maintain a good public image, and be able to conduct good public relations.
 - 7. Ability to handle confidential information with discretion.
 - 8. Ability to keep accurate bookkeeping records, child accounting records, hot lunch records, and prepare written reports.
 - 9. Minimum background in bookkeeping.

EXHIBIT D

JOB DESCRIPTION FOR SECRETARY II

- A. This job description incorporates all secretarial positions; however, it is recognized that secretarial functions vary depending on position.
- B. Responsible directly to the building principal or his designee.
- C. Responsible for performing secretarial and bookkeeping functions necessary in the efficient operation of an office. Shall include:
 - 1. Type correspondence, confidential information, reports, etc.
 - 2. Responsible for preparing and maintaining records.
 - 3. The secretary may be responsible for coordinating the office clerical operations for the administrator. Such as supervising office aides, student volunteers, temporary typists, etc.
 - 4. The secretary's position requires that she be able and willing to make minor independent decisions.
 - 5. Answers telephone and acts as a receptionist, receiving and directing callers, giving information and scheduling appointments for the administrator.
 - 6. Keep files, operate office machines, duplicating machines, etc.
 - 7. Keep child accounting records.
 - 8. Assist the building principal in whatever other way requested that will result in an efficient operation.
- D. Qualifications:
 - 1. High school graduate.
 - 2. Must pass basic skills test.
 - 3. Competency in typewriting.
 - 4. Ability to deal with staff members, faculty, students and the public with tact and courtesy.
 - 5. Dependable, loyal to school and supervisor.
 - 6. Must be able to present and maintain a good public image, and be able to conduct good public relations.
 - 7. Ability to handle confidential information with discretion.
 - 8. Ability to keep accurate bookkeeping records, child accounting records, hot lunch records, and prepare written reports.
 - 9. Minimum background in bookkeeping.

EXHIBIT E

JOB DESCRIPTION AND QUALIFICATIONS OF MIGRANT BILINGUAL CLERK

A. Job Description

1. Work with Migrant Bilingual director, federal program director and teachers in the building assisting the instructional activities of identified students.
2. Responsible directly to Migrant Bilingual Director operating on a schedule prepared by the principal, and Migrant Bilingual Director.
3. Assist the building principal and director in whatever way requested that will result in an efficient operation.
4. Make home visitations as specified by the director.
5. Recruit eligible participants for Migrant Student Transfer Record System (MSTRS).
6. Maintain student records according to State, Federal, and MSTRS guidelines.

B. Qualifications

1. High School graduate
2. Must pass basic skills test.
3. Fluency in Spanish.
4. Ability to deal with students, staff and public with tact and courtesy.
5. Dependable, loyal to the school and building staff.
6. Must be able to present a good public image and able to conduct good public relations.
7. Able to work effectively with the students assigned by the teachers. (To the satisfaction of the teacher.)
8. Ability to handle confidential information with discretion.

EXHIBIT F

JOB DESCRIPTION AND QUALIFICATIONS OF LIBRARY CLERKS

The Library Clerk helps the Librarian in providing information and services to library patrons which includes both technical/clerical tasks and working directly with patrons.

A. JOB DESCRIPTION

1. Helps patrons to locate and use Card Catalogs, indexes, audio visuals and other library materials and equipment.
2. Check out books and other materials.
3. Record and reshelve materials.
4. Receive and check deliveries.
5. Compiles overdue listings and sends overdue notices.
6. Files cards in the Card Catalog according to the system used.
7. Processes new materials which includes typing all necessary cards, spine lettering, ownership stamping and any other preparation necessary to get materials ready for patron use.
8. Repairs material.
9. Compiles bibliographies.
10. Type orders and reports.
11. Type correspondence at direction of Librarian.
12. Keep daily, monthly and yearly circulation statistics.
13. Reshelve books and other library materials.
14. Check cut AV equipment to teaching staff.
15. Refers a discipline of students to teacher present, or if no teacher is present, sends student back to classroom with report to administrator and teacher.

B. QUALIFICATIONS

1. High School graduate
2. Must pass basic skills test.
3. Ability to deal with students, staff and public with tact and courtesy.
4. Dependable and loyal to the school and building staff.
5. Must be able to present a good public image and able to conduct good public relations.
6. Ability to handle confidential information with discretion.
7. Master Library Systems (Dewey Decimals, etc.) to the satisfaction of the Librarian.
8. High School graduate or GED (Basic skills test).
9. Competency in office procedures such as filing, simple bookkeeping, telephone.

EXHIBIT G

JOB DESCRIPTION AND QUALIFICATIONS FOR ATHLETIC DEPARTMENT CLERK

- A. Responsible directly to the athletic director.
- B. Responsible for performing functions necessary in the efficient operation of the athletic program.
- C. Qualifications:
 - 1. High school graduate.
 - 2. Must pass basic skills test.
 - 3. Able to deal with staff members, faculty, students and the public with tact and courtesy.
 - 4. Able to present and maintain a good public image and conduct good public relations.
 - 5. Able to handle confidential information with discretion.
 - 6. Dependable and loyal to the school and staff.
 - 7. Competency in office procedures such as filing, simple bookkeeping, typing, and telephone.
- D. Responsibilities:
 - 1. Answer telephone and direct callers, giving information and scheduling appointments for the athletic director.
 - 2. Keep simple bookkeeping records.
 - 3. Keep files and operate office machines.
 - 4. Type orders, reports, programs, correspondence, etc.
 - 5. Assist athletic director in whatever other way requested that will result in an efficient operation.
 - 6. Work flexible hours/days at direction of athletic director.

EXHIBIT H

JOB DESCRIPTION AND QUALIFICATIONS OF MIGRANT BILINGUAL AIDES

A. Job Descriptions

1. Work with Migrant Bilingual director, federal program director and teachers in the building assisting the instructional activities of identified students.
2. Responsible directly to Migrant Bilingual Director operating on a schedule prepared by the principal, and Migrant Bilingual Director.
3. Assist the building principal and director in whatever way requested that will result in an efficient operation including the supervision of playground and lunch time duties.
4. Make home visitations as specified by the director.

B. Qualifications

1. High School graduate
2. Must pass basic skills test.
3. Fluency in Spanish.
4. Ability to deal with students, staff and public with tact and courtesy.
5. Dependable, loyal to the school and building staff.
6. Must be able to present a good public image and able to conduct good public relations.
7. Able to work effectively with the students assigned by the teachers. (To the satisfaction of the teacher).
8. Ability to handle confidential information with discretion.

EXHIBIT I

JOB DESCRIPTION AND QUALIFICATIONS OF CLASSROOM INSTRUCTIONAL AIDES

A. Job Description

1. Work with building administrator, federal program director and teachers in the building assisting the instructional activities of identified students.
2. Responsible directly to teachers in the building operating on a schedule prepared by the principal identifying at all times the aides supervisor.
3. Responsible for other duties which will assist teachers or free them for additional planning or teaching time with identified students.
4. Assist the building principal in whatever other way requested that will result in an efficient operation including the supervision of playground and lunch time duties.

B. Qualifications

1. Ability to deal with students, staff and public with tact and courtesy.
2. Dependable, loyal to the school and building staff.
3. Must be able to present a good public image and able to conduct good public relations.
4. Able to work effectively with the students assigned by the teachers. (To the satisfaction of the teacher).
5. Ability to handle confidential information with discretion.
6. High School graduate
7. Satisfactory completion of district basic skills test.

EXHIBIT J

JOB DESCRIPTION/QUALIFICATIONS OF LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE AIDE

A. Job Description

1. Assist building administrator, teacher, and other professionals with instruction and supervision of identified students (may include entering/exiting school, recess, and bus supervision).
2. Responsible directly to teachers in the building operating on a schedule prepared by the principal identifying at all times the aide's supervisor.
3. Assist teacher to free him/her for planning/teaching time with identified students.
4. Assist identified children with toileting (including changing diapers), dressing, and feeding.
5. Assist the building principal and teacher in whatever other way requested that will result in an efficient operation.

B. Qualifications

1. High school graduate
2. Able to satisfactorily complete the district competency test.
3. Able to deal with students, staff and public with tact and courtesy.
4. Dependable, loyal to the school and building staff.
5. Able to present a good public image and able to conduct good public relations.
6. Able to work effectively and patiently with the students assigned by the teachers (to the satisfaction of the teacher).
7. Able to handle confidential information with discretion.
8. Able to follow curriculum and instructor's written and verbal instructions.
9. Patient, understanding, and able to be satisfied with seeing small increments of progress.

EXHIBIT K

JOB DESCRIPTION AND QUALIFICATIONS FOR PRESCHOOL AIDE

A. Job Description

1. Supervises preschool students (including bus supervision).
2. Assists with all activities of preschool children.
3. Assists the preschool teacher in whatever other way requested that will result in an efficient operation of the program.

B. Qualifications

1. High school graduate.
2. Must pass Math Skills Test.
3. Able to work effectively with young children.
4. Able to deal with students, staff, and public with tact and courtesy.
5. Ability to handle confidential information with discretion.
6. Dependable, loyal to school and building staff.
7. Able to present a good public image - conduct good public behavior.

EXHIBIT L

QUALIFICATIONS FOR LUNCH ASSISTANT

A. Job Description

1. Supervise students in the cafeteria
2. Distribute milk
3. Assist in serving lunches
4. Record and collect funds
5. Assist building principal in whatever other way requested that will result in efficient operation of program including playground and lunch time duties

B. Qualifications

1. High School graduate
2. Must pass Math Skills Test
3. Demonstrate ability to keep hot lunch accounts
4. Able to deal with students, staff, and public with tact and courtesy
5. Dependable, loyal to school and building staff
6. Able to present a good public image - conduct good public behavior

Date Established 9/85

EXHIBIT M

**CROSWELL-LEXINGTON ASSOCIATION OF SECRETARIES AND AIDES (CLASA)
GRIEVANCE REPORT FORM**

Grievance # _____ School District _____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor Date

D. Disposition of Grievant and/or Union/Association: _____

Signature Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator: _____

NOTE: All provisions of Article XII of the Agreement dated July 1, 1986,
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

MEMORANDUM OF UNDERSTANDING

The Board of Education agrees to provide Secretaries and Aides Association (MEA) a three (3) hour workshop on a topic to be determined by the Administration after consultation with the Association.

The Parties hereby agree that Article X, Section A (2) be editorially changed as follows:

Overtime for secretaries normally scheduled forty (40) hours per week will be paid after eight (8) hours per day and/or forty (40) hours per week with the approval of the Superintendent. Overtime will be paid after eight (8) hours per day and/or thirty-seven and one half (37 1/2) hours per week for secretaries scheduled less than forty (40) hours per week, aides, library clerks, library technicians and lunchroom supervisors with the approval of the Superintendent.

The foregoing comprises the full understanding of the Parties. Any Article or Section not incorporated or referenced herein remains as in the prior Contract.

FOR THE ASSOCIATION

FOR THE BOARD

Date _____

Date _____

LETTER OF UNDERSTANDING #1

It is hereby agreed by and between the Croswell-Lexington Community Schools and the Croswell-Lexington Association of Secretaries and Aides, MEA/NEA, as follows:

- 1) When a position becomes vacant, either a temporary or permanent position, as defined in Article VI, and,
- 2) Said vacancy is a position that covers more than one building, by way of example but not necessarily limited to special education secretary and continuing education secretary, the position shall be posted district-wide.
- 3) This completes the understanding of the Parties.

FOR THE BOARD

FOR THE ASSOCIATION

Gary A. Davis_____

s

Barbara A. Ginther_____

LETTER OF UNDERSTANDING #2

It is hereby agreed by and between the Croswell-Lexington Community Schools and the Croswell-Lexington Association of Secretaries and Aides, MEA/NEA, as follows:

- 1) Phyllis Cooper, High School Secretary, shall be allowed to use her accumulated vacation time as follows:
 - a) the number of hours per week necessary to attend college level classes, and
 - b) if the other high school secretary is absent Ms. Cooper will not attend class that day without additional approval of her immediate supervisor.
- 2) The described situation shall not be used by either party in establishing a precedent.
- 3) This completes the Understanding of the Parties.

FOR THE BOARD

FOR THE ASSOCIATION

Gary A. Davis_____

s

Barbara A. Ginther_____

s

Phyllis Cooper_____ 11/17/92_____



