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6/30/1999

**AGREEMENT BETWEEN
DELTA-SCHOOLCRAFT INTERMEDIATE
SUPPORT PERSONNEL ASSOCIATION**

AND

**DELTA-SCHOOLCRAFT INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION**

**Effective
July 1, 1996
June 30, 1999**

Delta-Schoolcraft Intermediate School District

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**DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION STATEMENT OF ASSURANCE
OF COMPLIANCE WITH FEDERAL LAW**

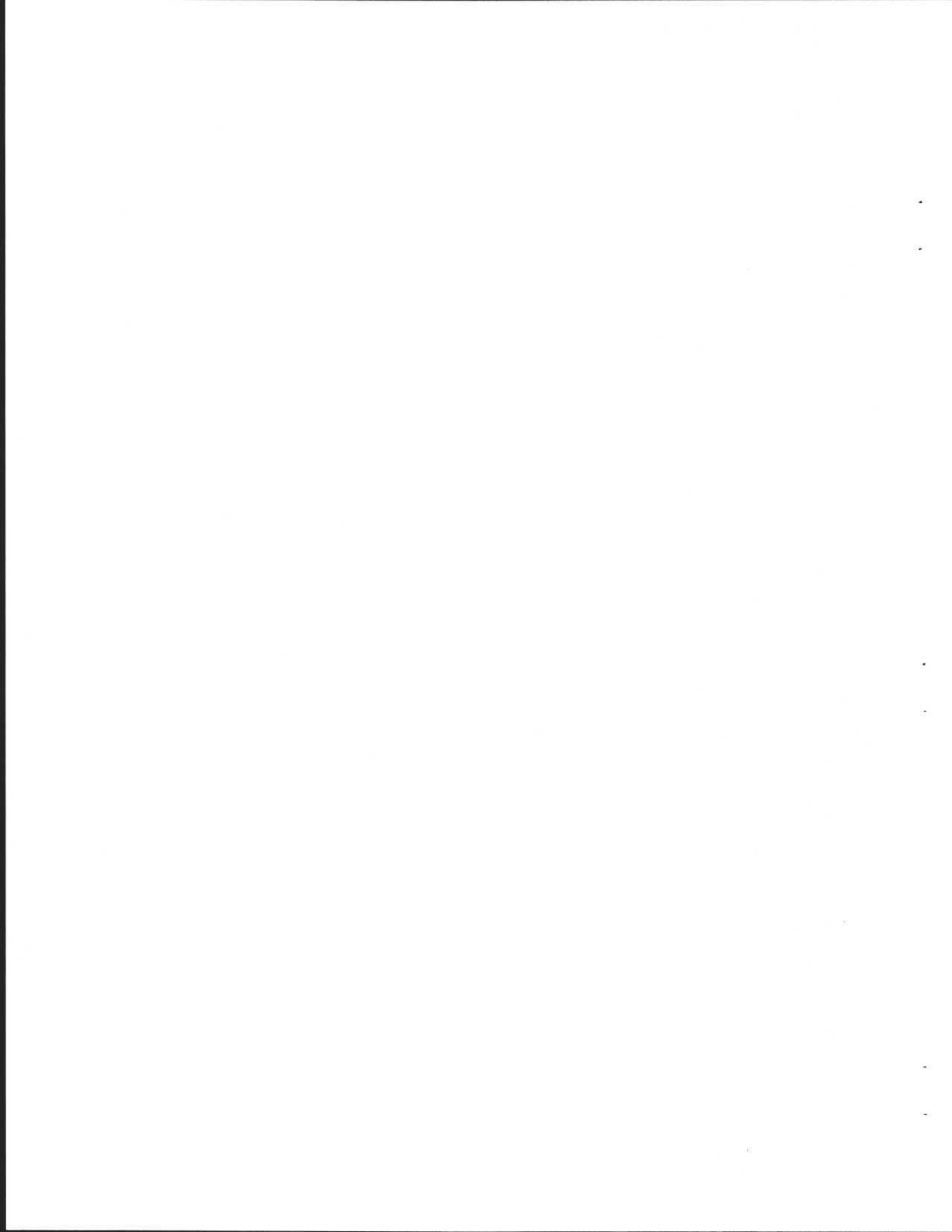
The Delta-Schoolcraft Intermediate School District Board of Education complies with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Delta-Schoolcraft Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

Inquiries or complaints may be addressed to the Delta-Schoolcraft Intermediate School District Coordinator of Planning, Monitoring and Data Collection.

Authorized Signature:

Name: *Dennis J. Stanek* Date: 2/3/97

Dennis J. Stanek
Superintendent, Delta-Schoolcraft
Intermediate School District



This Agreement is entered into this **July 1, 1996** between the Delta-Schoolcraft Intermediate School District Support Personnel Association/MEA/NEA, an organization hereinafter called the **Association**, and the **Delta-Schoolcraft Intermediate School District**, hereinafter called the **Board**. The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, these parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE I RECOGNITION

A. Recognition Provision: The Board hereby recognizes the Association as the exclusive bargaining representative for all Clerical, Clerical Assistant to Project Coordinators, Custodial/Maintenance, Food Services Aides, Career-Technical Education Aides, Special Education Instructional Aides, Teacher Aides, Program Assistants, Receptionist/Switchboard Operator, Career-Technical Education Clerical/Tech Prep Lab Assistant, Child Care Worker but excluding all secretarial and supervisory staff, substitutes, and all other employees.

B. Negotiations with Association: The Board agrees not to negotiate with any other organization other than the Association for the duration of this Agreement.

ARTICLE II DEFINITION OF EMPLOYEE

The term employee as used in this Agreement shall include all personnel on the salary/hourly wage schedules as incorporated in this Agreement.

ARTICLE III ASSOCIATION AND EMPLOYEE RIGHTS

A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other

concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States such as rates of pay, wages, hours of employment or other conditions, by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiation 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.

B. The Association and its representatives shall have the right to use the I.S.D. facilities when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.

C. The Association shall have the right, with the prior approval of the department director, to use the office facilities and equipment but are to pay for any materials that are consumed.

D. The duly authorized representatives of the Association shall be permitted to transact official Association business in the I.S.D. facilities before and after working hours.

E. The Association shall have the right to post notices of Association concern on the official bulletin board in the Intermediate School District office and annexes. The Association may not use the interoffice mail service for communication to employees but may place communications to its members in their mailboxes.

F. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District.

G. The provisions of this district shall be applied without regard to race, creed, religion, color, national origin, age, sex and martial status.

H. The Board shall provide, at no cost to the Association president or designee, two (2) days of released time for the handling of Association business as deemed appropriate by the Association president. The Association agrees to notify the superintendent no less than one (1) week in advance of taking such leave. The Association will incur the cost for

substitutes when utilized.

ARTICLE IV BOARD'S RIGHTS

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

A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of employees, during the working day;

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

C. To establish, alter or terminate programs and educational services. 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 express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE V CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined

by Section 1 of the Public Employment Relations Act.

B. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by announcing said closing on local radio stations, WDBC, WCHT, and WGLQ. Regular support personnel members will not be required to report for the first two days as allowed by State Law. All days beyond the first two will be rescheduled with the administration according to the school calendar and building assignment. Twelve month employees shall report as soon as feasibly possible or use appropriate leave time with agreement of supervisor after Act of God days are allowed.

C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE VI

EXTENT OF AGREEMENT

A. Agreement in Writing: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.

B. Priority of Agreement: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of the Agreement shall be printed at the expense of the Board and presented to all employees now employed by the Board.

ARTICLE VII

NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this

Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Neither party in any negotiations 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 the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The number of representatives at the bargaining table shall be limited to four (4).

ARTICLE VIII

ASSOCIATION DUES/FEES AND PAYROLL DEDUCTIONS

A. Agency Shop: All support staff, as a condition of employment, shall either join the Association (MEA/NEA) or pay a representation fee lawfully charged as agreed upon by the Association. In the event the representation fee shall not be paid to the Association, the Board, upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall immediately notify said employee that he/she is not abiding by the terms of the Master Contract. Likewise, if the employee refuses to sign a deduction form the employer shall immediately notify the local MEA office and the Delta-Schoolcraft ESP President. The refusal of said employee to contribute fairly to the cost of negotiations and administration of this and subsequent agreements will be responded to as follows:

1. Local dues or service fees will continue to be deducted and it will be the responsibility of said employee to request a hearing before a joint committee consisting of two (2) representatives each of the ISD Board and the ISD

Support staff.

2. At the date of the request, union dues/service fees will be held in escrow until such issues are resolved in a court of competent jurisdiction.
3. If the employee drops their case, the union dues/service fees would be submitted to the Association. If judgment in a court of competent jurisdiction is in employee's favor, he/she would receive union dues/service fees collected to that point as allowed by the court.

On or before the fifth day of September of each year, the Association shall notify the Board of the amount of the annual dues/representation fee payable by all members of the Association, and the representation fee payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The deduction of membership dues shall be made from one regular pay check each month for ten (10) months beginning in September and ending in June of each year and the Board agrees promptly to remit to the Association all monies so deducted, accompanied by a list of support staff from whom the deductions have been made. Local dues, plus assessments shall be paid to the Association treasurer on the second payday in February.

B. Liability: The Association agrees at its own cost and through its own counsel to indemnify and save the district, the Board, and including each individual school board member and each school district administrator, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE IX

GRIEVANCE PROCEDURE

A. A claim by an employee 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. Step 1 - Immediate Supervisor: In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her supervisor either personally or accompanied by his/her Association representative.

The grievance must be filed within ten (10) working days of the occurrence of the alleged grievance, or within ten (10) working days of when such events should reasonably have been discovered. If, as a result of this informal discussion with the supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Association on a written form which shall be available from the Association. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. Such written grievance shall be filed within ten (10) working days of the response by the supervisor. Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the grievant and/or Association representative in an effort to resolve the alleged grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association. A "working day" is defined as a day in which the administrative offices are open.

C. Step 2 - Referral to Superintendent: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the superintendent within ten (10) working days of the written response or prior meeting. Within ten (10) working days, the superintendent or his designee shall meet with the Association on the alleged grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association.

D. Step 3 - Referral to Board of Education: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting with the superintendent, the grievance shall be transmitted to the Board of Education within ten (10) working days of written response or prior meeting. Within the ten (10) working days, the Board shall meet with the Association on the grievance and shall indicate its disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association.

E. Step 4 - Arbitration: If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the

matter may be referred to arbitration. The matter may be referred to arbitration only by the Association, provided that notice to refer the matter is given to the Board within ten (10) days from the date of the Board's written decision at Step 3. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render the decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application of interpretation of such provisions and shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School laws.

F. Fees and Expenses of the Arbitrator: The arbitrator's fees and expenses shall be shared by the employer and the Association equally. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participation.

G. Time Limits: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If the grievance is not advanced to the next step within the allotted time limit by either party, it shall be deemed abandoned by the party failing to adhere to the time limit and shall be ruled in favor of the other party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may

result in hardship to any party, the superintendent and the employee or Association shall meet to determine adequate time limits which would expedite the processing of the grievance.

H. Expiration of Contract: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

I. Exclusion: The termination of a probationary employee shall not be subject to the grievance procedure.

J. If an individual employee has a personal complaint which he/she desires to discuss with the superintendent, he/she is free to do so without recourse to the grievance procedure.

ARTICLE X

ILLNESS AND PERSONAL LEAVE

A. Sick Leave: It shall be the policy of the Board to allow one (1) day or fraction thereof of paid sick leave for every 18 contracted days worked during the school year and during regular summer assignments, but in no case shall the number of days exceed 12 in any one school year.

In order to receive the first day of sick leave, employee must be present at work. Sick days used, up to yearly amount, would not be deducted until the end of the school year.

Unused sick days shall accumulate to 132 for 1996/97, 133 for 1997/98 and 135 for 1998/99. Sick leave shall be allowed for illness of any employee including absences due to maternity or for illness of a member of the employee's immediate family defined to include spouse, parents, parent of spouse, child, brother, sister, grandchild, grandparent, or IRS dependent living in the household.

No more than ten (10) sick leave days per year shall be allowed for illness or death of a member of the employee's immediate family. An employee must indicate when calling in whether sick leave is being used for self or member of employee's immediate family.

B. Personal Leave: At the beginning of every school year, each bargaining unit member shall be credited with two (2) personal days prorated by time worked. One (1) additional day of personal leave can be used and deducted from sick leave. Personal leave must not be taken on the first or last day of the official school year. A limit of three people,

based upon seniority and rotation, are entitled to take personal business days before or after a scheduled holiday recess. Application deadlines and rotation schedules will be the responsibility of the Association. Prior notification must be given to the appropriate supervisor. Unused personal days can be accumulated up to four days. After four days are accumulated, additional earned days will be put into sick leave.

C. Severance Pay: Effective 1998/99, an employee with 120 days or more in their accrued sick leave account will be eligible, upon termination of employment, for a one time payment of an amount equal to 10% of their best year's regular contracted salary not to exceed \$2,000. Regular contracted salaries are those quoted in the salary proposal and do not include reimbursement for summer work unless the position is a 12 month position.

Employees shall be eligible for such benefits only upon the express condition that no less than one (1) year prior to the effective date of termination the employee completes, signs and personally hand delivers to the Office of the Superintendent (on a form supplied by the superintendent's office) a written notice of resignation. If the employee cannot give such notice, the payment may be delayed six (6) months.

The employee may rescind in writing to the superintendent their resignation without loss of benefits. The request to rescind "notice of resignation" must be submitted three (3) months prior to their official date of severance. The request to rescind shall be limited to one time.

In the event the employee dies while in the employ of the district and would otherwise have qualified under the terms of this clause for termination pay if the employee had terminated his/her employment by choice, the district agrees to pay in a lump sum to the employee's designated beneficiary or his/her estate, the amount of terminal pay the employee would otherwise have received. It shall be the obligation of the employee to fill out the beneficiary forms and it shall be the obligation of the Business Office to notify the beneficiary with copy of such notice given to the Association President.

D. Jury Duty: Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding shall, upon reimbursement by the Court,

reimburse the school district for all money received except any mileage allowance.

E. Physical Examination: Upon the recommendation of the superintendent, the Board may require an employee to submit to a physical examination by a licensed physician to determine whether involuntary sick leave is warranted. The cost of the requested examination will be paid by the Board.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

Recognizing that the provisions of the Family and Medical Leave Act become effective for this bargaining unit during the term of their 1993/96 Contractual Agreement, the parties desire to make the following amendments to the provisions of their contract:

LEAVES OF ABSENCE

Illness or Personal Leave

- A. An eligible employee (as defined by the Family and Medical Leave Act) who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks. This leave may be extended for a period of up to an aggregate period of one (1) year, at the discretion of the Board.
1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.
 2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:
 - (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable

duration of the condition;

- (b) Diagnosis of the illness or disability;
 - (c) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
 - (d) Indication of whether in-patient hospitalization is required.
 - (e) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.
3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Association, if requested by the employee) shall mutually designate a third party health provider whose opinion relative to leave to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
 4. The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
 5. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

If a bargaining unit member begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return

to work during the three (3) week period immediately before the conclusion of the semester.

6. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
7. The Board of Education will continue premium payments for health care benefits up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.
8. Where an employee requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the employee:
 - (a) take leave for the duration of the planned treatment

-OR-

 - (b) transfer temporarily to an alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need

for recurring leave, in comparison to the employee's current assignment.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

Unpaid Leaves of Absence

- B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.
1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.
 2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
 - (a) If a bargaining unit member begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.
 - (b) If a bargaining unit member begins leave during the five (5) week period before the end of a semester, the Board may

require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.

- (c) If a bargaining unit member begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.
3. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.
 4. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Board of Education may prescribe.
 5. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted an unpaid leave under this section. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payment made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

All other provisions of the contractual Agreement, not specifically replaced, modified or superseded by Article XI, shall remain unaffected.

C. An employee on unpaid leave of absence or when receiving disability benefits will not earn vacation days, sick days or be paid for holidays.

D. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

E. All employees retain their position on the salary schedule, their seniority, and their unused sick leave while on an unpaid leave of absence.

F. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed services of the United States. Upon return from such leave, the employee shall be placed in employment with the district according to the Soldier's and Sailor's Act.

ARTICLE XII

SENIORITY, LAYOFFS AND RECALLS

A. Definition of Seniority: Seniority in the Delta-Schoolcraft Intermediate School District shall be defined as length of employment in the district. Seniority will be earned on the basis of hours. Full year seniority is based on 1,170 hours per school calendar year, not to exceed one year.

B. Layoffs: Should changes in conditions make necessary a general reduction in the number of persons employed, or the number of hours an employee works, the Board will retain those employees having the most seniority in the district. In no case shall a new employee be hired by the district while there are laid off employees who are qualified for a vacant position or a newly created position. Employees whose positions have been eliminated due to a reduction in the work force or have been affected by a lay-off shall have the right to assume a position for which they are qualified which is held by a less senior employee.

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said lay-off at least ten working days in advance of the effective date of the lay-off in writing.

C. Trial Period: Employees who apply for another position will be on probation for 30 work days. The Board reserves the right to reassign the employee to their original

position if their performance is unsatisfactory without identifying cause. If dismissal is necessary, the employee will have due process and just cause.

D. The employee who was bumped out of their original position will have the first choice to return to this prior position during the 30 day probationary period.

E. 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 their normal work schedule provided they have greater seniority and qualifications than the employee they seek to replace.

F. A laid off employee shall be given preference in substituting when the need for a substitute arises in the district. The employee shall indicate in writing their interest in subbing. After two refusals, the employee may be dropped from the sub list.

G. Laid-off employees shall be recalled in the reverse order of lay-off to any position for which they are qualified. The employee will be determined to be assigned to that position after a probationary period of 30 days. Following a 30 day probationary period, the employee's supervisor will evaluate that performance and in consultation with the Superintendent determine competency for the position assigned.

H. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within 10 working days from the date of receiving the notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE XIII

VACANCIES, PROMOTIONS AND TRANSFERS

The Board declares its support of the policy of filling vacancies from its own bargaining unit members whenever possible.

A. Definition of Vacancy: A vacancy shall be defined as an opening of an existing or a newly created position as identified in ARTICLE I - RECOGNITION of this Agreement. Any position increasing 50% or more in time shall be posted. (Example: 4 hours to 6 hours requires posting.)

B. Posting of Vacancy: Whenever a vacancy arises or is anticipated for a position covered by this Agreement, the Board shall post notice of the vacancy on the bulletin board

at all Delta-Schoolcraft I.S.D. facilities and notify the Association president not less than ten (10) work days before applications are closed. Such notification shall be considered the official notice to the Association. The filling of vacancies shall be based on qualifications and where qualifications are equal, the most senior person would be hired (as defined in Article XII, Paragraph A).

C. The district agrees to provide substitutes when temporary vacancies occur in the district. Temporary assignments for the purpose of filling vacancies of employees who are absent for a period of more than 20 working days will first be granted to the most senior qualified part-time bargaining unit member for the vacant position. After temporary assignment is completed, part-time bargaining unit member shall return to previous assignment.

D. When positions become vacant or are created, bargaining unit members may be allowed to hold more than one position within the district provided seniority requirements are met, the employee is qualified for the position, the District not be required to grant an employee an additional assignment resulting in the employee receiving overtime or working in excess of 40 hours per week, and the schedule of the extra position does not conflict with the regular schedule of the bargaining unit member.

E. Summer Assignments: Summer assignments will be made by seniority and shall be posted no later than May 15.

ARTICLE XIV

EVALUATIONS/DISCIPLINE/SUSPENSION/DISCHARGE

Employees will be evaluated at least once every three years. The employee will be evaluated by a member of the administrative staff who is familiar with the employee's job performance. The evaluation will be filed in the employee's personnel file and a copy provided to the employee.

Just Cause Clause: No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, or other disciplinary actions) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be available to the employee and the Association in writing.

ARTICLE XV
WORKING HOURS

A. Special Education

1. Teacher Aides and Instructional Aides will report for work at 8:00 a.m. The normal working day will conclude at 3:00 p.m. One-half (1/2) hour per day will be granted for a duty free lunch in accordance with the schedule provided by the Program Supervisor. The actual hours worked per day will be 6.5.

On occasion staff members will be requested to stay for meetings which will extend beyond the normal working day.

2. Any bargaining unit member required to work during their duty free lunch time shall be allowed the equivalent compensation time. However, this time shall be used within the next five (5) days and scheduled with their supervisor.

B. Career-Technical Education

1. Aides will be scheduled and paid for the actual hours in the classroom. The number of days scheduled may be less than 183.
2. Career-Technical Education Clerical/Tech Prep Lab Assistant, and Child Care Worker will be scheduled by the Director of Career-Technical Education as needed.

C. General Education

1. Custodian, Receptionist/Switchboard Operator and Clerical Assistant to Project Coordinators will be scheduled as needed.
 - a. Custodian: Five hours per day at 12 months is considered full-time with a one-half hour duty free lunch to be scheduled by the Maintenance Supervisor.
 - b. Receptionist/Switchboard Operator: The schedule will be for four and one half hours in the morning or four and one-half hours in the afternoon for twelve months. The a.m. assign-

ment is from 7:45 a.m. to 12:15 p.m. The p.m. assignment is from 12:00 noon until 4:30 p.m.

- c. Clerical Assistant to Project Coordinators: The schedule will be seven and one half hours a day at 183 days to include 1/2 hour lunch period.

ARTICLE XVI

PAYROLL

- A. Employees working more than 200 days or for 12 months will have 26 paydays.
- B. Employees working less than 200 days and 6 1/2 hours per day may elect 20 or 26 paydays.
- C. Any changes in payroll deductions, insurance, etc. are the responsibility of the employee and must be clarified with the Business Office.

ARTICLE XVII

NON-CONTRACT DAYS

Non-contract days will include those days during the normal school year in which an employee will not work because of the necessity to be employed outside the normal school year.

Such days will be approved in advance by the Director of Special Education, Career-Technical Education or the Superintendent.

ARTICLE XVIII

SALARY

A. Program Assistants: The program assistants will be scheduled as needed on a part-time basis and paid on the base step each year according to the salary schedule.

B. Career-Technical Education Aides: Child Care Worker, Career-Technical Education Clerical/Tech Prep Lab Assistant and Career-Technical Education Teacher Aides will be scheduled by the Career-Technical Education Director. The number of days per year will be determined and paid according to the salary schedule which is a part of this Agreement.

C. Special Education Instructional Aides, Teacher Aides, Food Service Aides will be scheduled by the Director of Special Education and paid according to the salary schedule which is a part of this Agreement.

D. In the event that a bargaining unit member takes a docked pay day, any portion of health insurance premium applied to salary will not be deducted. Every effort shall be made to reschedule any lost days during the fiscal year.

E. Bargaining unit members who sign up for summer employment shall receive prorata pay. Bargaining unit members who do not sign up but are later called and agree to substitute during the summer on an on call basis shall receive the base hourly rate.

G. Aide as Substitute Teacher: In the event that a substitute teacher is not available, the aide with the most seniority in that classroom will be asked to serve as the "person in charge" for the classroom. The building administrator will assign another classroom teacher to be available to the "person in charge" during the course of the school day.

Rate of Compensation:

1. Non-degree aides without teaching certificates will receive an additional \$17.50 for person in charge. If two or more aides take this responsibility, the additional amount shall be divided equally.

2. Degree aides with substitute permits will receive the difference in pay between a substitute teacher (\$60.00 a day) and a substitute aide (i.e., \$27.70 a day). The amount will fluctuate based on rates, but currently would be \$32.30).

ARTICLE XIX

FRINGE BENEFITS

A. Medical Insurance: Employees working at least six hours per day for 183 days or 4.5 hours per day for 12 months will receive MESSA Super Care I health insurance benefits at 100% up to the full family rate or they may apply the single employee health insurance premium to options, TSA or receive it in salary. Employees working 5 hours a day for 183 days will receive MESSA Super Care I health insurance benefits at 75% up to the full family rate or they may apply 75% of the single employee health insurance premium to options, TSA or receive it in salary. Any fringe benefit taken in salary will be considered a

fringe benefit and shall not be deducted.

B. Dental Insurance: Employees working at least six hours per day for 183 days or 4.5 hours a day for 12 months will receive Ultradent 80-90-100 Incentive Plan with \$1,000 maximum per person per contract year. Orthodontic rider pays 80% of treatment costs with a \$1500 maximum per person lifetime up to age 19. Employees working 5 hours at 183 days will receive 75% of the above premium.

C. Vision: VSP II - Employees working 6 hours per day for 183 days or 4.5 hours per day for 12 months will receive 100% premium coverage. Employees working 5 hours per day for 183 days will receive 75% premium coverage.

D. Employees will receive Term Life Insurance as follows: \$15,000 for 1996/97; \$20,000 for 1997/98 and \$25,000 for 1998/99.

E. Miscellaneous:

1. In 1996/97 Long Term Disability Insurance with a 30 day calendar waiting period will be provided for those bargaining unit members hired before July 1, 1982 and are presently covered by this benefit. In 1997/98 all full time staff will be covered, and in 1998/99 all eligible staff members will be covered.

2. Maurice Boomer will be provided single subscriber health insurance coverage and Disability Insurance. This section will be deleted at the end of this contract unless mutually agreed upon to continue in next round of bargaining.

3. Bargaining unit members working four (4) hours or more per day for 12 months will receive 75% of their needed health insurance premium or the single subscriber rate in salary, full dental insurance and vision.

F. Program Assistants are not eligible for benefits under this Article.

G. Any bargaining unit member that does not qualify for health insurance may purchase the health insurance through payroll deduction.

ARTICLE XX

MILEAGE AND TRAVEL

All mileage and travel reimbursement must be approved by your immediate supervisor prior to incurring the expense. Reimbursement for mileage will be at the IRS rate. Per diem

will be \$6.00 for breakfast, \$7.00 for lunch and \$17.00 for dinner.

ARTICLE XXI
SCHOOL CALENDAR

The Delta-Schoolcraft Intermediate School District calendar for 1996/97 is attached. The calendar is based on 183 contract days; in no event shall a contract year be in excess of 230 days except for the receptionist/switchboard operators and custodian. Calendars for the 1997/98 and 1998/99 school year will be distributed to staff members upon finalization.

School calendars are developed to coordinate our programs with those of our local districts to facilitate efficiency with hot lunch and transportation concerns.

In some cases fewer than 183 days will be scheduled for Career-Technical Education Aides, Career-Technical Education Clerical/Tech Prep Lab Assistant and Pre-Primary Special Education Aides.

ARTICLE XXII
VACATIONS

A. Vacation days will only be provided for the positions of 1) custodian and 2) switchboard operator/receptionist and will be earned as follows:

	1996/97	1997/98	1998/99
1-7 years	10 days	10 days	10 days
8-15 years	13 days	13 days	14 days
16+ years	16 days	17 days	17 days

Vacation days will be earned on a prorated basis if working less than seven and one-half hours per day. A full year is considered to be 259 days.

B. Vacation days may be used as earned. In unusual circumstances, during times of need, the Board reserves the right to discuss timing of vacation with the employee.

ARTICLE XXIII
HOLIDAYS

Only employees listed under ARTICLE XXII A are entitled to the following paid holidays:

1 day	Labor Day
2 days	Thanksgiving
6 days	Christmas (Christmas, 3 days between Christmas & New

	Year's, New Year's Eve and New Year's Day)
1 day	Good Friday
1 day	Memorial Day
<u>1 day</u>	Fourth of July
12 days	

Full time 12 month employees will receive their regular rate of pay for the above holidays during the course of their employment.

Ten month employees will receive the following paid holidays:

1996/97 - Thanksgiving Day and Day After Thanksgiving
 1997/98 - Labor Day, Thanksgiving Day and Day After Thanksgiving

ARTICLE XXIV

MISCELLANEOUS

A. Probationary Period: Each new employee shall serve a three (3) month probationary period with a monthly employment conference with their immediate supervisor. Prior to the end of the probationary period, the dismissal of the employee shall not be subject to the grievance procedure. Upon the employees request, reasons for dismissal shall be given to the employee.

B. Inservice shall be provided on record keeping days in the areas of liability insurance, handicapping conditions, lifting and handling of handicapped and behavior management. A certificate outlining liability coverage will be provided.

C. Union President shall be notified of any change of employees position (such as reduction/increase of hours, job description change, new jobs, layoffs, or hiring of new employee, etc.). This shall include jobs created with grant monies.

ARTICLE XXV

DURATION OF AGREEMENT

All articles of this Agreement shall be effective July 1, 1996 through June 30, 1999. Either party may terminate this Agreement as of June 30, 1999, by giving written notice to the other party on or before March 1, 1999. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1 of any subsequent contract and anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the 3rd day of March, 1997.

EDUCATION ASSOCIATION

BY: Sharon G. Nelson
Its President

BY: Sherry A. Palquin
Negotiation Team Chair

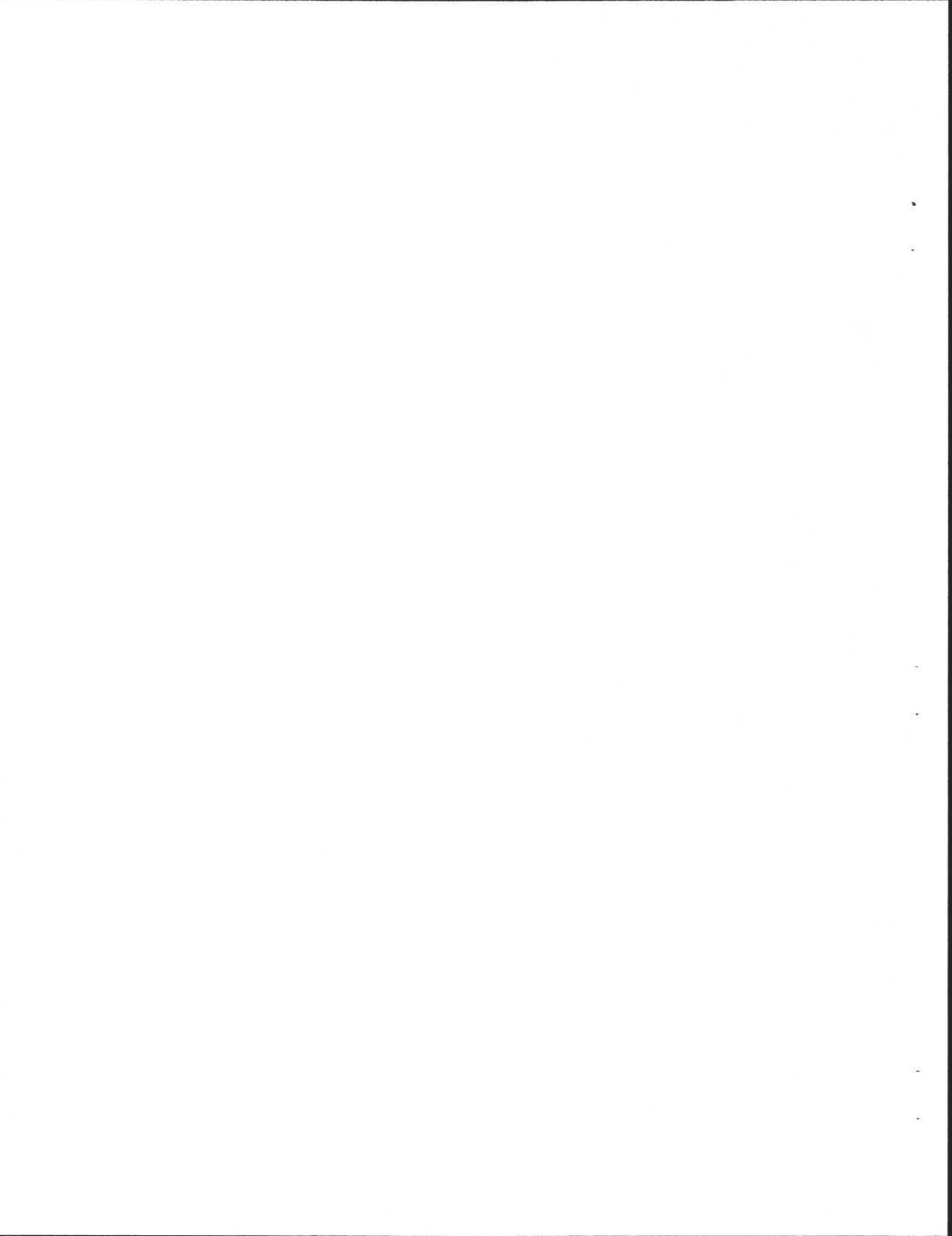
BY: Sandra M. Walker
M.E.A. Representative

BOARD OF EDUCATION

BY: Christine M. Lunden
Its President

BY: Wayne Cochran
Negotiation Committee Chair

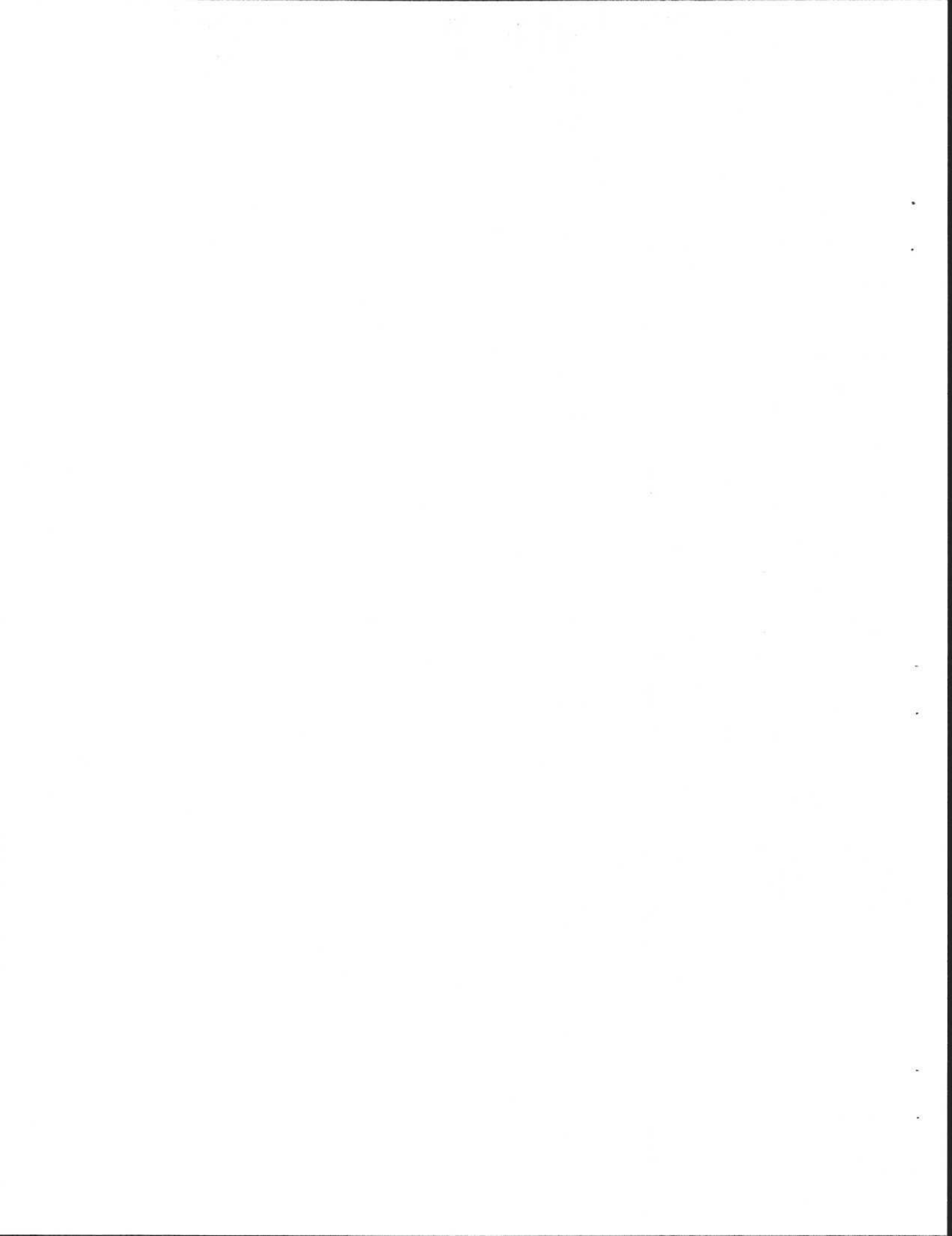
BY: Deanne J. Stank
Superintendent



SUPPORT STAFF SALARY SCHEDULE

<u>Level</u>	<u>1996/97</u>	<u>1997/98</u>	<u>1998/99</u>
1	\$ 7.60	\$ 8.00	\$ 8.30
2	\$ 7.98	\$ 8.32	\$ 8.55
3	\$ 8.36	\$ 8.64	\$ 8.84
4	\$ 8.82	\$ 9.04	\$ 9.17
5	\$ 9.27	\$ 9.48	\$ 9.55
6	\$ 9.80	\$ 9.96	\$10.04
7	\$10.34	\$10.44	\$10.46
8	\$10.87	\$10.96	\$11.00
9	\$11.40	\$11.48	\$11.50
10	\$11.93	\$12.00	\$12.04
11	\$12.46	\$12.52	\$12.57
12	\$13.07	\$13.12	\$13.16
13	\$13.68	\$13.72	\$13.74
14	\$14.29	\$14.32	\$14.32
15	\$14.90	\$14.92	\$14.92
16+	\$15.58	\$16.02	\$16.47

Longevity is 2.8% of previous year.



DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
1996/97 SCHOOL YEAR
(Official Calendar - 6/5/96)

	<u>WEEK</u>	<u>NO. OF DAYS INSTRUCTION</u>	<u>N.I. DAYS</u>	
Aug/Sept	26-30	4	1	Orientation Aug. 26
	02-06	4		Labor Day -- Sept. 2
	09-13	5		
	16-20	5		
	23-27	5		
Sept/Oct	30-04	5		
	07-11	5		
	14-18	5		
	21-25	5		
Oct/Nov	28-01	5		
	04-08	5		
	11-15	4		Deer Day - Nov. 15
	18-22	5		
	25-29	2		Thanksgiving - Nov. 27, 28, 29
Dec	02-06	5		
	09-13	5		
	16-20	5		
	23-27	0		Christmas Recess Begins
Dec/Jan	30-03	0		12/23/96
	06-10	5		Classes Resume Jan. 6
	13-17	4	1	
		88	<u>2</u>	
Jan	20-24	5		
	27-31	5		
Feb	03-07	5		
	10-14	5		
	17-21	5		
Feb/Mar	24-28	5		
	03-07	5		
	10-14	5		
	17-21	5		
Mar/April	24-28	0		Spring Break - Good Friday
	31-04	5		Classes Resume March 31
	07-11	5		
	14-18	5		
	21-25	5		
April/May	28-02	5		
	05-09	5		
	12-16	5		
	19-23	5		
June	26-30	4		Memorial Day - May 26
	02-06	3	1	
		92	<u>1</u>	

$88 + 92 = 180 + 3 = 183 \text{ days}$

Any days lost beyond the two allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

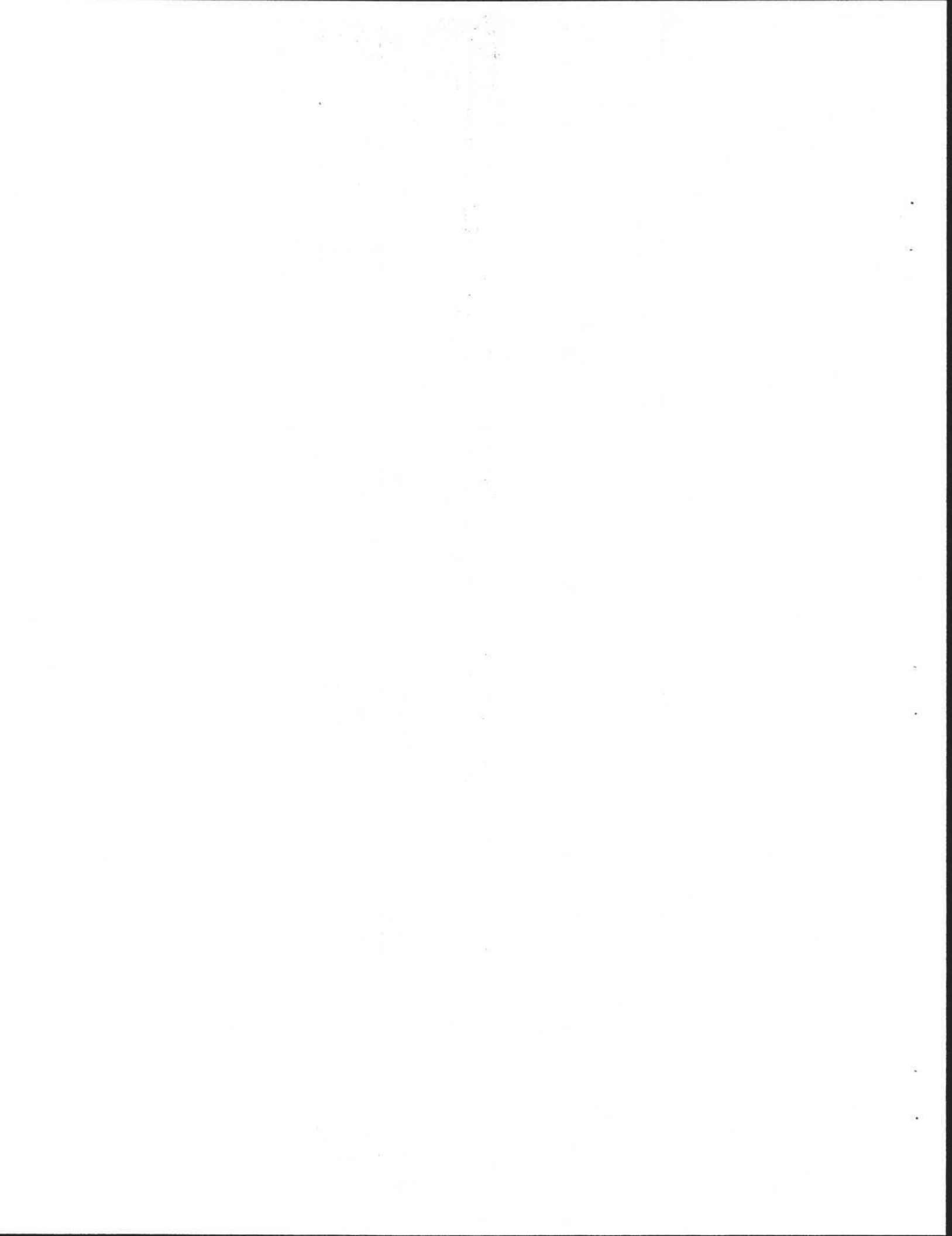


DELTA-SCHOOL CRAFT INTERMEDIATE SCHOOL DISTRICT
 1997/98 SCHOOL YEAR
 Official Calendar - 11/7/96

	<u>WEEK</u>	<u>NO. OF DAYS INSTRUCTION</u>	<u>N.I. DAYS</u>	
Aug/Sept	25-29	4	1	Orientation Aug. 25
	01-05	4		Labor Day -- Sept. 1
	08-12	5		
	15-19	5		
	22-26	5		
Sept/Oct	29-03	5		
	06-10	5		
	13-17	5		
	20-24	5		
	27-31	5		
Nov.	03-07	5		
	10-14	5		
	17-21	5		
	24-28	2		Thanksgiving - Nov. 26, 27, 28
Dec	01-05	5		
	08-12	5		
	15-19	5		
	22-26	0		Christmas Recess Begins 12/22
Dec/Jan	29-02	0		
	05-09	5		Classes Resume Jan. 5
	12-16	4	1	
		89	2	
<hr/>				
Jan	19-23	5		
	26-30	5		
Feb	02-06	5		
	09-13	5		
	16-20	5		
	23-27	5		
	02-06	5		
Mar	09-13	5		
	16-20	5		
	23-27	0		Spring Break - March 23-27
	30-03	5		Classes Resume March 30
Mar/April	06-10	4		Good Friday - April 10
	13-17	5		
	20-24	5		
	27-01	5		
April/May	04-08	5		
	11-15	5		
	18-22	5		
	25-29	4		Memorial Day - May 25
	01-05	3	1	June 4 - last day
June		91	1	

$89 + 91 = 180 + 3 = 183$ days

Any days lost beyond the two allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.



DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

1998/99 SCHOOL YEAR

Official Calendar - 11/7/96

	<u>WEEK</u>	<u>NO. OF DAYS INSTRUCTION</u>	<u>N.I. DAYS</u>	
Aug/Sept	31-04	4	1	Orientation August 31
	07-11	4		Labor Day - September 7
	14-18	5		
	21-25	5		
Sept/Oct	28-02	5		
	05-09	5		
	12-16	5		
	19-23	5		
	26-30	5		
Nov.	02-06	5		
	09-13	5		
	16-20	4		Deer Day - November 16
Nov/Dec	23-27	2		Thanksgiving - Nov. 25, 26, 27
	30-04	5		
	07-11	5		
	14-18	5		
	21-25	2		Christmas Recess Begins 12/23
Dec/Jan	28-01	0		
	04-08	5		Classes Resume Jan. 4
	11-15	5		
	18-22	4	1	
		<u>90</u>	<u>2</u>	
Jan	25-29	5		
Feb	01-05	5		
	08-12	5		
	15-19	5		
	22-26	5		
Mar	01-05	5		
	08-12	5		
	15-19	5		
	22-26	5		
Mar/April	29-02	0		Spring Break/Good Friday
	05-09	4		Easter Monday - April 5
	12-16	5		
May	19-23	5		
	26-30	5		
	03-07	5		
	10-14	5		
	17-21	5		
May/June	24-28	5		
	31-04	4		Memorial Day - May 31
	07-11	2	1	
		<u>90</u>	<u>1</u>	

90 + 90 = 180 + 3 = 183 days

Any days lost beyond the two allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

