

6/30/97

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

**CLARKSTON ASSOCIATION OF SUPPORT
PERSONNEL
(CLASP - MEA/NEA)**

Clarkston Community Schools

July 1, 1995 to June 30, 1997



CLARKSTON COMMUNITY SCHOOLS

**CLARKSTON ASSOCIATION OF SUPPORT PERSONNEL
(CLASP - MEA/NEA) AGREEMENT**

The Clarkston Community School District, party of the first part, and the Clarkston Community Schools Association of Support Personnel (CLASP - MEA/NEA) party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of three years beginning July 1, 1995 and ending June 30, 1997.

Either party desiring changes in this agreement shall notify the other party in writing at least ninety (90) days prior to the expiration of the contract. Changes may be made at any time by mutual consent.

BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS

	_____	Date
By: _____	_____	Secretary
President	_____	Negotiator
_____	_____	Negotiator
Negotiator	_____	Negotiator
_____	_____	Negotiator
Negotiator		

CLARKSTON ASSOCIATION OF SUPPORT PERSONNEL (CLASP - MEA/NEA)

	_____	Date
_____	_____	Negotiator
Negotiator	_____	Negotiator
_____	_____	Negotiator
Negotiator	_____	Negotiator
_____	_____	Negotiator
Negotiator		

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AGREEMENT

This agreement is entered into, effective November 6, 1995, by and between the Clarkston Board of Education, the city of Clarkston, Michigan, hereinafter called the "Board," and the Clarkston Association of Support Personnel, affiliated with the Michigan Education Association/National Education Association (MEA/NEA), hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Clarkston Association of Support Personnel as representatives of support personnel with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

The Clarkston Community School District, party of the first part, and the Clarkston Association of Support Personnel, MEA/NEA, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of two (2) years beginning July 1, 1995 and ending June 30, 1997.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the duration of this Agreement for employees in this unit certified by the Michigan Employment Relations Commission (MERC) on March 16, 1993 in Case No. R92 B-49. The unit will include office clerical employees, special education and media paraprofessionals, custodial employees and bus driver personnel. Excluding central office secretaries, supervisors, head custodians, grounds and system maintenance employees, building, classroom and technical center aides and paraprofessionals, mechanics, supervisors and all other employees. Call-in bus driver substitutes are recognized as members of this unit. All other substitute personnel are excluded.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- C. The parties specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement.
- E. The rights granted herein to the Association shall not be granted to or extended to any competing labor organization.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

"The Board, on its own 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 the laws and the Constitution of the United States, 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 during working hours;
2. To hire all employees and, subject to the provision of the 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;
3. To establish special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of employment and the duties, responsibilities, and assignments of the employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE III

DUES, AGENCY SHOP, PAYROLL DEDUCTIONS

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the employer, whichever is later, become members of the Association, or in the alternative, shall as a condition of employment, pay to the Association each month a service fee in the amount equal to the regular monthly Association membership dues uniformly required of employees of the employer who are members, but shall not include any special assessments or other requirements of the Association for special support from its members in excess of regular dues.
- B. An employee who shall tender written authorization for deduction of membership dues (or service fees) uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.
- D. The Association shall indemnify and save harmless the District from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the District for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- E. The Board shall make payroll deductions upon written authorization from employees.
1. Authorization for insurance shall be delivered to the Board five (5) days prior to the second pay in July. Changes in the above deduction shall be made only upon receipt of written request thirty (30) days in advance.
 2. Authorization for the following list shall be delivered to the Board Office ten (10) days prior to the deduction:

ARTICLE III - DUES, AGENCY SHOP, PAYROLL DEDUCTIONS (con't)

- a. Credit Union
 - b. Tax Sheltered Annuities
 - c. United Fund
 - d. Clarkston Foundation
 - e. MEA Financial Services Long Term Care Insurance
3. Upon authorization, the Board shall deduct one-tenth (1/10) of the Association dues or service fees each month for ten (10) months beginning in September and ending in June. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. Such dues or fees collected shall be remitted to the person authorized by the President of the Association.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee covered by this Agreement 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employees covered by this Agreement with respect to hours, wages or terms or condition of employment. The Association also agrees that it will not discriminate against any member of the Association with respect to hours, wages or terms or conditions of employment.
- B. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours. Any use of buildings shall be governed by Board policy.
- C. Employee representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to post notices of Association activities on a bulletin board in a mutually agreed upon location, provided, further, that the bulletin board shall not be used by the Association for political material or the like.
- E. No employee shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. Association Leave:
1. There shall be fifteen (15) days per year to be used for Association business if needed, to be used in increments of one (1) hour or more. These days must be approved by the Association President and will require a five (5) day written notice to the immediate supervisor. Under extenuating circumstances, the five (5) day written notification period may be waived by the Superintendent. An employee approved to use a day will be paid at the employee's base rate (not overtime) and no deduction in the employee's paid leave will result. The district reserves the right to deny Association days when the absence of an employee would cause an extreme hardship to the district.
 2. Additional days, if needed, may be granted by the Superintendent/designee upon request of the Association President.
 3. If the Association President/designee is called in during uncompensated time by the administration, the President/designee will be paid at base rate for a minimum of one-half (½) hour.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. The Board recognizes its responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. The employee shall promptly report any case of assault on the Association member to the Board of Education or its designated representative. The Board shall advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident.
- C. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of their employment, the Board shall render all justifiable assistance to the employee in their defense.
- D. Time lost due to action taken by the district in connection with any incident mentioned in this Article shall not be charged against the employee if exonerated of the charge.
- E. Employees shall be verbally notified of complaints made against them by parents. No action shall be taken nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. Assistance of the administrative staff will be given in the disposition of the complaint.

ARTICLE VI

JOINT COMMITTEE

- A. When important matters of mutual interest to the employer and the Association occur, a Joint Committee may be created to discuss alternatives available.
- B. Should it become necessary that the representative(s) of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent (and with the approval of the Superintendent/designee), may schedule meetings during duty hours. In such cases, the employee(s) representing the Association shall not suffer loss of pay or paid leave.

ARTICLE VII

JURISDICTION

- A. The employer agrees to respect the jurisdictional request of the Association and shall not require employees, other than employees of this Association, to perform work which is recognized as the work of the Association in the units in which they are employed, except in cases of emergencies, acts of God, or unavailability of an employee or substitute employee. The Board's use of judgment and discretion shall be limited only to the extent such specific and express 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. The Association agrees that when employees are placed on a return-to-work program from a Workers' Compensation leave or injury leave, those employees of this Association may be assigned work to a light-work position in any unit of this Association or to a non-union position during their period of recovery. The rate of pay would be at the rate of the employee's regular position.
- C. The Association agrees that head custodians may perform custodial work of this Association as long as such performance does not decrease the number of members in the Association from the July 1, 1985 level, and such work is not done on an overtime basis.
 - 1. In the event of a layoff in accordance with Article XIII, the provisions of Section C, above, will continue in full force and effect.
- D. The District agrees not to split trips to avoid using a driver, with the exception of overnight trips.
- E. Programs that would have local, county, state, or federal workers doing bargaining unit work will only be implemented with the understanding that no employee of the affected unit will lose their job.

ARTICLE VIII

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than eighteen (18) working months previously, provided however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. An employee will be notified of discipline regarding violations of the contract within five (5) working days of the incident. The five (5) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the employer within two (2) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the Superintendent's level of the grievance procedure.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent/designee agrees to hold a hearing upon written request of the employee involved. The Superintendent/designee shall render a written decision to the employee within ten (10) working days following the hearing. The decision of the Superintendent will be final.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.

ARTICLE IX

PROBATIONARY EMPLOYEES AND SENIORITY

- A. Employees hired new to the district, or rehired after having resigned, who are members of this bargaining unit, as defined, shall serve a probationary period of ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The ninety (90) working day probationary period may be extended for any absences of the employee during that period, by the number of said absences. Based on the employee's written evaluation and at the discretion of the Administration, the ninety (90) work day probationary period may be extended up to an additional ninety (90) work days.
1. For the purposes of being considered for regular driver status, call-in drivers' seniority shall be determined from date of hire and based on the number of hours actually worked. The driver with the highest number of hours actually worked will be considered more senior for purposes of this section.
- B. After sixty (60) work days in their job assignment, credit for vacation allowance and sick leave shall be granted to the employee for whom this agreement provides vacation allowance and/or sick leave, retroactive to their date of hire.
- C. Seniority will be figured from the date of hire separately for each classification of employees within the bargaining unit. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit. Any time spent working for the district, outside the bargaining unit, as a full-time employee (thirty (30) hours or more per week) shall count fully for salary schedule placement, longevity pay and vacation allowance. Return shall only be to an open position after transfers, recalls, and/or returns from leave, if any, have been completed.
- D. Seniority will be determined as follows when more than one employee in a classification has the same seniority date.
1. Custodians hired on or after July 1, 1990 shall have seniority determined by date and time of hire. Before that date, seniority will be determined by alphabetical sequence of last name at date of hire, with the last name starting with "A" having the highest seniority.
 2. Drivers hired after July 1, 1983 will be determined by date and time of hire. Drivers hired prior to July 1, 1983 will have their seniority determined by alphabetical sequence of last name at date of hire, with the last name starting with "A" having the highest seniority.
 3. Secretaries, clerks and paraprofessionals hired after July 1, 1994 will have their seniority determined by date and time of hire. Employees in these three classifications hired prior to July 1, 1994 will have their seniority determined by alphabetical sequence of last name at date of hire, with the last name starting with "A" having the highest seniority.

ARTICLE IX - PROBATIONARY EMPLOYEES AND SENIORITY (con't)

- E. The Board will provide annually to the Association a seniority list showing the names of all employees in the bargaining unit, their current classification, salary step, hourly rate, and date of hire as of the effective date of this Agreement. The Board will provide all information needed to keep the seniority list current to the Association President/designee.
- F. Loss of Seniority: Employees shall lose seniority for the following reasons:
1. If the employee quits or retires.
 2. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
 3. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless explanations for the absence and lack of notice which are satisfactory to the employer are given.

ARTICLE X

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Association of Support Personnel.

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of the immediate supervisor within five (5) work days of the alleged violation. The grievant, if desired, may be accompanied at any time during the proceedings by an Association Representative.
2. If no solution to the grievance is found in Step 1., the grievant must, within five (5) work days, resubmit the grievance, in writing, to the immediate supervisor or building principal, utilizing the Professional Grievance Report Form (form on file in buildings). Within five (5) work days of receipt of the written grievance, the immediate supervisor or the building principal shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor or the principal shall indicate their disposition of the grievance in writing within five (5) work days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's or building principal's disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) work days. The Superintendent or the designee, within five (5) work days, shall meet with the grievant, the immediate supervisor, or the building principal and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
4.
 - a. If the grievance is not settled in Step 3., the Association may, within ten (10) work days after receipt of the written decision, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board of Education office.
 - b. Within ten (10) work days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) work day period herein provided, either

ARTICLE X - PROFESSIONAL GRIEVANCE PROCEDURE (con't)

the Board or the Association may, within twenty (20) work days after the date of the written request for arbitration, request 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, and the hearing shall be conducted under the rules of said Association.

- c. The arbitrator shall hear the grievance in dispute and shall render a decision in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of the authority as set forth herein.
 - d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
 - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No matter involving a probationary employee shall be considered or decided upon by an arbitrator. Any matter involving the content of employee evaluations shall not be subject to arbitration.
 - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement.
 6. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal working duties, unless time adjustments are mutually agreed upon by both parties.
 7. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XI

CONDITIONS OF EMPLOYMENT

I. OFFICE PERSONNEL

- A. Secretarial positions are defined as having primary job responsibilities that support administrative/supervisor functions to include but not limited to administrator/supervisor personal secretary, budget and fiscal management, accounting, computer data management and student services, athletics, student transportation, etc.
- B. Secretarial positions shall be classified as follows:
1. Classification I: Those secretarial positions that are scheduled throughout the entire year.
 2. Classification II: Those secretarial positions that are scheduled to extend two (2) weeks beyond the end of the school year and four (4) weeks prior to the beginning of the school year. While adhering to the same total number of days (weeks), work time may be arranged by agreement between the secretary and building administrator.
- C. Clerk positions are defined as having primary job responsibilities that support non-administrative/supervisory functions to include but not limited to student attendance, filing and records maintenance, counselor and student records support, receptionist, typist, telephone attendant, etc.
- D. Clerk positions shall be classified as follows:
1. Classification I: Those clerk positions that are scheduled the same days as teacher work days and four (4) weeks prior to and two (2) weeks after the school calendar year. While adhering to the same total number of days (weeks), work time may be arranged by agreement between the clerk and building administrator.
 2. Classification II: Those clerk positions that are scheduled the same days as teacher work days and two (2) weeks prior and two (2) weeks after the school calendar year. While adhering to the same total number of days (weeks), work time may be arranged by agreement between the clerk and building administrator.
 3. Classification III: Those clerk positions that are scheduled the same days as teacher work days. Additional time, not to exceed two (2) weeks, may be scheduled prior to or after the school year if requested by the building principal and approved by the Superintendent/designee.
- E. The normal work assignment shall be eight (8) hours per day, forty (40) hours per week, excluding duty-free lunch time, Monday through Friday.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- F. A fifteen (15) minute break shall be scheduled by the building principal for each four (4) hours of duty time. Breaks may be excluded in lieu of additional lunch time if approved and scheduled by the immediate supervisor.
- G. In the event the building administrator or supervisor schedules a secretary or clerk to work more than forty (40) hours per week, the employee shall be compensated one and one-half (1½) times his/her regular hourly rate. If by mutual agreement, compensatory time is awarded in lieu of compensation, the time shall be awarded at one and one-half (1½) times for each hour in excess of forty (40) hours. All compensatory time shall be taken within the school year in which it was earned.
- H. The scheduling and assignment of work hours shall be prepared by the building administrator/supervisor with the approval of the Superintendent/designee.
- I. When new technology is introduced within a job requirement, it shall be the Board's intent to provide in-service training for those employees required to use that technology.

II. PARAPROFESSIONALS

A. WORK WEEK/WORK DAY

1. The Board will determine the hours for the employee's work week/work day as per the individual needs of each building and within the financial means of the school district. Paraprofessionals will work the same school days as teachers. The work day for a full-time paraprofessional will be seven (7) hours unless extended and recorded in writing by mutual agreement between the paraprofessional and building administrator/Special Education Director before the changes are implemented. At the request of the employee, an Association Representative may be present for such discussions.
2. An unpaid duty-free thirty (30) minute lunch period will be provided each day. If an employee's lunch period is interrupted, the employee will be allowed additional time that day to make up the difference. If duties assigned by the teacher/administrator disallow the employee to make up the difference, the teacher/administrator shall adjust the employee's time within a seven (7) day period to make up the difference.
3. A full-time paraprofessional will be entitled to two (2) fifteen (15) minute breaks per day; one in the morning and one in the afternoon as scheduled with the supervisor. Four-hour or less employees will receive only one (1) fifteen (15) minute break.

B. **Work Year:** The Board will determine the work year for the employees as per the individual needs of each building and within the financial means of the school district. The normal work year (days) for paraprofessionals will be the same work year (days) as teachers, except that paraprofessionals may work a longer year if requested by the building principal/Special Education Director and approved by the Superintendent/designee at least one (1) week in advance. If paraprofessionals are needed prior to the opening of school in the fall, at least two (2) weeks notice will be provided.

C. Special Education Paraprofessional Substitutes:

1. The district will maintain a roster of paraprofessional substitutes who will be on daily or long-term call when a regular paraprofessional is unable to work. Efforts will be made to offer substitute paraprofessionals training and in-service required to perform satisfactorily on the job.
2. Long-term substitutes may be used when a paraprofessional is needed for an individual student or classroom for reasons such as Least Restrictive Environment (LRE). Long-term substitutes will fall under the CLASP/Board of Education agreement during their long-term assignment except that they will have substitute status with no layoff or recall rights. A long-term substitute position will not be utilized for longer than one (1) year. Long-term substitutes:
 - a. Will not advance on the pay scale.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- b. May be unconditionally returned to the regular substitute roster at any time.
 - c. Will receive holiday pay for those holidays that fall during the period of time that they are on a long-term assignment.
 - d. Will receive one (1) personal day, one (1) emergency day, pro-rated sick days (non-accumulative) and a total of two (2) funeral days due to the death of an immediate family member.
 - e. Will not be eligible for medical benefits, if applicable.
3. If a regular paraprofessional is to be laid off and there is an active long-term substitute position, the regular paraprofessional will take the position. If the circumstances that led to the layoff change, the paraprofessional will have the opportunity to return to the original position for a period of time, up to one (1) year.
- D. **In-Service/Training:** When any new technology, new mandates, or new techniques are introduced within a job requirement, if the supervising teacher receives in-service training, the district will provide comparable in-service. This language is not intended to limit professional development opportunities for paraprofessionals. Efforts will be made to provide in-service during regular work hours; however, when unable to do so, the district will pay the involved paraprofessionals at their base rate of pay.
- E. **Overtime:** Overtime authorized by the Superintendent/designee, over forty (40) hours per week, will be paid at the rate of one and one-half (1½) times the regular rate. Paraprofessionals may attend conferences, meetings, activities beyond the regular work day for which they receive no compensation. However, when paraprofessionals are requested to attend student conferences, meetings, or activities beyond the regular work day by their Supervisor/Director, they will be compensated at the base rate of pay.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

III. CUSTODIANS

A. WORKING HOURS

1. A regular work week for full-time custodians will consist of eight (8) hours per day, five (5) days per week, Monday through Friday, exclusive of the lunch period for all general custodians. Part-time/substitute employees may be hired to work Saturdays at base pay for Clarkston Community Schools.
 - a. Lunch Period:
 - (1) The lunch period will be thirty (30) minutes in length, duty free. If an employee's lunch period is interrupted, that employee will be allotted additional time during that shift to make up the difference.
 - (2) The lunch schedule will be approved by the immediate supervisor.
 - b. Break Time:
 - (1) Fifteen (15) minutes will be allowed for each four (4) hour shift.
 - (2) Break time will be scheduled with the immediate supervisor.
2. Adjusting of Hours:
 - a. If a custodian is absent and another custodian is assigned to the area, the immediate supervisor will notify the employee of what is expected in both areas. It is understood that both areas will not be maintained as they would be under normal conditions with no absence occurring.
 - b. When a long term change (more than five (5) days) in hours or assignment is made, the immediate supervisor will discuss the change with the affected employee(s) before the change is implemented. An Association Representative may be present if requested by the employee.
 - c. The parties agree that split assignments should be kept to a minimum. However, if a split assignment becomes necessary, the affected custodian will have the option of accepting such assignment or bumping the least seniority custodian in the district to such assignment and taking his/her position. The employee working a split assignment has the option of building if the split is discontinued - the other position shall be posted.
 - d. The parties agree that when an occasional change of a shift is necessary, management will give as much notice as possible in advance of the change.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (cont)

- e. In the event a second shift custodian is called to work days, such occasional shift change is to be rotated among second shift custodians in that building on a seniority basis. This provision shall not apply to emergency situations.

3. Shifts

- a. The first shift is any shift that regularly starts at or after 4 a.m., but before 11 a.m.; the second shift is any shift that starts at or after 11 a.m., but before 6 p.m.; the third shift is any shift that starts at or after 6 p.m., but before 4 a.m.
- b. An employee working the second or third shift will receive a premium as per Article XIX, Section B. First shift employees will not receive a premium.
- c. The Board agrees to continue current practices of the district as they relate to rescheduling of shift hours when school is in recess, adjusting of hours, and possible cutbacks in one shift and adding to another.
 - (1) A custodian may request, in writing, a change of shift starting time to the immediate supervisor. If denied, the custodian may appeal the decision to the Supervisor of Buildings and Grounds within five (5) working days. Within five (5) working days, the Supervisor of Buildings and Grounds will respond. If denied, reasons will be given.
- d. An employee with seniority shall have the option of the earlier shift time.

B. OVERTIME

- 1. Assigned hours, exceeding forty (40) hours per week, or eight (8) hours per day, will be paid at the rate of one-and-one-half (1½) times the regular rate.
- 2. Equal overtime - Overtime (except on Saturdays if a part-time/substitute employee is hired) shall be distributed equally among the custodians, by building, unless refused by all custodians in that building. All other Saturday overtime will be paid at the rate of one-and-one-half (1.5) times the regular rate, providing the employee has worked the preceding day (Friday).
 - a. If all custodians in a building refuse overtime, then volunteers from other buildings may be offered the overtime.
- 3. If no volunteers are obtained, then the employee with the least seniority in the affected building will be assigned the overtime.
 - a. Authorized overtime on Sundays will be two (2) times the regular rate.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- b. When an employee is called in by the supervisor outside his/her scheduled hours, the employee shall receive a minimum of one (1) hour's pay at one-and-one-half (1½) times the regular rate Monday through Saturday and two (2) times the regular rate on Sunday.
 - c. If an outside agent or group is paying for custodial overtime, the custodian on duty is responsible to that group's representative and will remain accessible to such group. The custodian may be assigned duties by his/her supervisor if the duties are in the general vicinity of the area being used by the outside agency.
 - d. A custodian will be paid for a maximum of one (1.0) hour to close and clean the multi-purpose rooms at elementary buildings when used by non-school and non-township groups on weekends.
4. For long term vacancies (more than twenty (20) working days), the district will first recall any laid off custodians by seniority at their regular rate of pay. If no custodians are on layoff, the district may fill the vacancy by using a substitute.

C. WORKLOAD

Upon written request, a custodian's workload will be studied by the Supervisor of Buildings and Grounds. The results of this study will be reviewed with the Association President or designee. Any changes resulting from the study will be at the sole discretion of the Administration.

IV. BUS DRIVERS

A. Regular Drivers

1. Regular drivers are required to report on schedule and shall report for duty in the morning and in the afternoon at their assigned time (excluding mid-day assignments).

Morning:	5:30 a.m. - 10:00 a.m.
Mid-day:	10:00 a.m. - 1:30 p.m.
Afternoon:	1:00 p.m. - 5:30 p.m.

2. Drivers' assignments will be created by the Supervisor of Transportation. Bus drivers shall bid on these assignments annually and will be assigned on the basis of seniority. If an assignment is not selected, it will be given out to the lowest seniority driver. If an assignment is discontinued or reduced in hours, the assignment will be posted and the driver will be able to bump the lowest seniority driver with equal or more hours. The Supervisor of Transportation will attempt to create assignments of similar driving time when possible. Drivers who were employed as bus drivers during the 1994-95 school year will be assigned additional work time, if necessary, so they will qualify for full health benefits. All employees hired after July 1, 1995, must qualify under contract requirements contained in Article XVIII.
 - a. Drivers shall be paid one and one-half (1½) the regular hourly rate for driving time over eight (8) hours in a twenty-four (24) hour period.
 - b. An assignment above and beyond a regular assignment may be given out by the transportation supervisor if the supervisor determines that time is available (lowest seniority first). No additional compensation shall be given.
3. Drivers must meet state and local laws and ordinances. Requirements include: (Areas listed are subject to change.)
 - a. Commercial Drivers License (C.D.L.) with Group "B" Passenger Air Break Endorsement and a (C.D.L.) Approved Road Test.
 - b. Criminal records check - new hires.
 - c. Written and driving test.
 - d. Driving record - acceptable six (6) points or less.
 - e. Physical examination (annual).
 - f. State Certification.
 - g. Attendance at safety classes.
 - h. Drug and Alcohol Testing.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

4. A driver or supervisor may request a mid-year transfer for just cause such as assignment or parental problems. If no regular, part-time or call-in driver selects said assignment following regular posting procedure, the lowest seniority call-in driver will be assigned said assignment. The driver requesting such transfer will then become a call-in driver. If the supervisor requests the transfer, that driver will become a permanent substitute until the next available regular assignment. The supervisor will furnish the driver the reasons for the transfer in writing.
 - a. If any proposed changes in assignments are made, the Association designee will be notified prior to implementation.
5. Open assignments shall be posted for five (5) working days. Assignments shall be made within five (5) calendar days after removal of the posting. No open assignments will be posted after May 1.
 - a. Open assignments will be posted for ten (10) calendar days during the summer. Assignments shall be made within five (5) calendar days after removal of the posting.
 - b. Up to a three (3) working day trial period shall be allowed for regular assignments. After the trial period, the driver may return to the former assignment. Following the trial period, the supervisor may return the driver to the former assignment. Reason must be given in writing, upon request.
6. If a driver terminates their employment, all rights and benefits will be discontinued. All regular and substitute drivers shall notify the transportation department in writing no later than July 1 as to their intent to terminate employment for the coming year.
7. In cases where two or more drivers have equal seniority, assignments will be made according to Article IX.
8. If an illness occurs on the day before or the day after a holiday or vacation period, the employee must present a physician's statement to the transportation supervisor upon their return to work. Failure to provide a statement will result in an unexcused absence for that day and no pay.
9. To be absent from any part of a daily assignment, a driver will notify the Supervisor of Transportation prior to 5:30 a.m. of that day except when such timely notice is impossible.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

B. Substitute Drivers

1. Any driver removed from their assignment by the request of the supervisor will become a permanent substitute until another assignment becomes available. Permanent substitute drivers will be assigned before any call-in driver.

C. Call-In Substitutes

1. It is the intent of the transportation supervisor to use call-in substitutes for replacing regular drivers when they are not available due to absence or regular drivers have been canvassed and declined an assignment.

- a. Call-in substitutes must meet state and local requirements.
- b. Drivers shall receive beginning driver's hourly rate until such time as they have completed the required hours of in-service training and driven a minimum of sixty (60) calendar days.
- c. No call-in driver will be used for a special trip until all drivers on the special trip list and all regular drivers have been canvassed and refused.
- d. Equalization of call-in driver hours will be computed and posted by each call-in driver.
- e. When a call-in driver is called in with less than one (1) hour notice, the bus they are driving will be started and checked out, when possible.
- f. To the greatest extent possible, call-in drivers will drive when called to work.
- g. Any call-in driver hired after the first day of school will be assigned the averaged hours for call-ins.
- h. Call-in drivers may be otherwise employed in the Clarkston Community School District outside the transportation department providing their first responsibility will be to the transportation department and the position is outside of CLASP.
- i. When a call-in substitute is used in place of a regular driver, the call-in substitute will receive that driver's assigned hours.

2. Laid Off Bus Drivers as Call-In Bus Drivers

- a. It is the intent of the transportation department to give bus drivers currently on layoff first choice on daily subbing as call-in drivers. There will be equalization of hours of laid off bus drivers used as call-in bus drivers.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- b. If a bus driver on layoff is used as a call-in driver, they shall be paid at the rate of pay obtained on the day of layoff. If the driver on layoff being used as a call-in driver would have obtained the next level on the pay scale had they not been laid off, their rate of pay will be as it would have been had they not been laid off.
- c. If a laid off bus driver refuses work as a call-in driver, this fact shall have no consequences of any nature in respect to their employment in this school district.
- d. Drivers laid off shall be called on the same basis as in the layoff provisions of this contract.
- e. When a laid off bus driver is used in place of a regular or part-time driver, the call-in substitute will receive that driver's scheduled hours.

D. Part-Time Bus Drivers

- 1. Definition: A driver with at least one regularly scheduled daily assignment (excluding mid-day assignments).
- 2. Drivers accepting this assignment may still be eligible to substitute for other assignments, including mid-day and special trips.
 - a. Part-time drivers shall be eligible to sign up for or maintain mid-day assignments.
 - b. When a part-time driver is being used in the capacity of a call-in driver, their hours will be equalized with the call-in drivers. Choice of assignments will be given out by equalization of hours except when all call-ins are working. In that situation, high seniority shall have choice.
- 3. No regular bus driver will be forced to accept a part-time or call-in position on a permanent basis.
- 4. No laid off driver will be forced to accept a part-time position on a permanent basis to maintain their recall rights.
- 5. Part-time drivers employed on a permanent basis will be paid at their per diem rate for paid leave and holidays.
- 6. Laid off drivers shall have the choice of becoming part-time drivers on the basis of seniority.
- 7. Part-time positions shall be posted. When any additional assignments are added to a part-time assignment, said assignment shall be posted.

- E. The parties agree that problems with dismissal and/or departure times at buildings and requests to change student stops may be proper subjects for a special conference.

MID-DAY ASSIGNMENTS

- A. Any regular driver, permanent substitute, or permanent part-time driver shall be eligible for mid-day assignments by posting their name on the designated list.
1. A regular or part-time driver shall be eligible for two (2) mid-day assignments only when an assignment has been posted and refused by all eligible drivers.
 2. A driver having a double mid-day assignment will continue to the end of the school year unless another driver becomes eligible or an assignment is canceled. In such instance, the driver having the double mid-day assignment will have first choice of which assignment to keep but must give up one. If no driver becomes eligible or no assignment is canceled, it will be re-posted at the beginning of the next school year. If the assignment is not signed for, it shall be reassigned to the previous year's driver.
 - a. A driver will not lose a mid-day assignment that he/she is substituting on if he/she is on a pre-approved day, the doctor has the employee off, or on-the-job injury (excluding sick day). The doctor's statement must state that the employee was unable to work on the days of absence and must be submitted at the beginning of the work day.
 3. If a driver of a double mid-day assignment is absent, assignments may be split and given out from the sub board.
 4. Seniority guidelines shall be followed in assigning mid-day assignments.
 5. If a driver loses a mid-day assignment for any reason, that driver may take the assignment of the lowest seniority driver, providing the driver has more seniority.
 - a. The lowest seniority driver that has lost his/her assignment will be given first choice on any open mid-day assignment on a one-time basis for the remainder of the school year.
- B. Any regular, permanent substitute or permanent part-time driver wishing to substitute on a mid-day assignment, in the absence of the regular driver, shall indicate this desire on the designated list any time during the school year. To be eligible, the driver must have completed the probationary period.
1. Any driver who is eligible to sign up to substitute on orientation day and fails to do so may sign up at any time during the year, however, they will receive the highest mid-day hours.
 2. Any driver who becomes eligible to sign up to substitute after orientation day and signs up will be assigned averaged mid-day hours.
 3. A driver who has two (2) mid-day assignments permanently shall not be eligible to substitute on mid-day assignments.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- C. Should the first driver on the sub list be unavailable, each succeeding name on the list, beginning with regular drivers, followed by part-time drivers and call-in substitutes, in that order, shall be canvassed until a driver is obtained. Hours shall be equalized. Drivers refusing to drive will be charged with the time.
1. When the number of names on the designated list is insufficient for the district needs, the supervisor shall have the right to make assignments on a seniority basis, the least seniority driver to be assigned first.
- D. Drivers shall be guaranteed one (1) hours pay when called in. Anything over one (1) hour shall be paid to the driver at the regular rate.
- E. Alternate selection:
1. Definition: Alternates are drivers who work alternately with the mid-day assignment drivers driving the mid-day assignment in place of the regular driver.
 - a. Once a driver takes an alternate, the driver must keep that alternate for the remainder of the year. Should the driver lose the alternate, another selection may be made at the driver's option.
 2. To be eligible, the driver must post their name on the designated list and not be assigned to a mid-day assignment.
 3. Alternate positions will be given out on a seniority basis only.
 4. When the regular driver and their alternate are not available, a driver will be taken from the mid-day assignment substitute list.
 5. In the event the regular and alternate driver are both absent, the driver scheduled on that day will be charged for the absence.
 6. When an alternate does their mid-day assignment on any other day than their assigned number of days, they shall be charged for the hours on the sub list.
 7. A driver may alternate on two different assignments if on different days, provided the posted position has been refused by the other drivers.
- F. When drivers have an assignment at mid-day and are absent for that assignment, they shall not be paid for that assignment, only, provided they drove their regular assignment.
1. To be absent from the mid-day assignment, a driver must gain approval prior to 6:30 a.m. of that day, except when such timely notice is impossible. Unapproved absences will be unexcused. More than two (2) unexcused absences without just cause shall result in the driver being removed from his/her mid-day assignment and that assignment will be posted. Said driver will not be eligible for any mid-day assignment for one (1) calendar year, at which time he/she may bid if a mid-day assignment opens.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- G. A driver with a mid-day assignment may request a mid-day substitute driver to ride with them on an assignment for the first two (2) days for assistance and familiarization of the assignment, only with the approval of the Supervisor of Transportation and his/her decision will be final. The mid-day substitute will be paid at the regular hourly rate.
 - 1. Regular drivers may be used to substitute after all mid-day substitutes have been canvassed. Call-ins may be used to substitute after all regular drivers have been canvassed.

SPECIAL EDUCATION

- A. Definition: A Special Education driver is a regular driver whose assignment includes Special Education students.
 - 1. Special Education morning, mid-day, and afternoon assignments may vary outside the guidelines in IV, A-1 (Regular Drivers).
- B. A ten (10) working day trial period shall be allowed for Special Education assignments. Any time during the trial period, the supervisor may return the driver to their former assignment. Reasons will be given in writing, upon request. At any time during the trial period, the driver may elect to return to the former assignment.
- C. Any time Clarkston Schools are closed, Special Education assignments will be consolidated whenever possible and given out to the high seniority driver. In the case where only one student is involved, the driver of that student would do the assignment and would be paid a minimum of two (2) hours.
- D. Mid-Day Assignments on Special Education Assignments
 - 1. If a driver takes off their mid-day assignment, a substitute will be taken from the regular mid-day substitute list.
 - 2. Mid-day assignments are assigned to Special Education drivers who drive to that school in the morning whenever possible. If more than one driver drives to the same building, seniority will prevail.
 - a. Drivers of the previous year shall have a choice on the basis of seniority.
- E. Summer Assignments on Special Education
 - 1. All assignments will be discontinued the last day of school for Clarkston, except drivers will be allowed to finish their regular assignments up to a maximum of ten (10) working days.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

2. Assignments that are to continue through the summer shall be consolidated wherever possible and shall be given to the driver with the highest seniority.
3. Upon request, up to ten (10) days of time off without pay shall be allowed for those drivers who drive the consolidated assignments during the summer. These days must be taken in five day blocks of time.
4. Substitutes for these assignments shall be taken from the summer assignment list.
5. Summer assignments are paid a minimum of two (2) hours.

F. Discontinuation of Special Education Assignments

1. When a Special Education assignment is discontinued, the driver with the lowest seniority in Special Education will be displaced. This driver would then be allowed to displace the lowest seniority driver in general education providing the Special Education driver has more seniority.
2. If a Special Education assignment reopens, or a new assignment is established, the driver shall have recall rights for the remainder of the school year.
3. If a regular bus assignment opens and the driver signs for and is awarded that assignment by seniority, then all recall rights are forfeited at that time.
4. If a Special Education assignment becomes open and a Special Education driver is in the recall position, the open assignment does not need to be posted but may be assigned to said driver.
 - a. If the driver in the recall position refuses the Special Education assignment, then they forfeit all recall rights and the assignment must be posted.
5. Special Education drivers are governed by and shall receive all benefits of this contractual agreement, except where items listed in this Article note exceptions.
6. When a special education student is, after attending a center program, directed by the I.E.P. to attend a program in Clarkston and general education transportation is indicated, the driver and/or representative will be allowed to attend a transition meeting to discuss rules, care needs, and/or discipline procedures for that student. The driver will have a written bus plan before the student rides the bus.

SPECIAL AND SUMMER TRIPS

A. Special Trips

1. Drivers shall post their own name at the required intervals to be eligible for special trips. (Individual drivers are responsible for notifying the transportation office, in writing, of desired addition or deletion from the list. Any driver adding their name to the list after the start of special trips will start with the highest number of accumulated hours.)
 - a. Any laid off driver that is recalled or call-in who becomes eligible after the first day and wishes to drive special trips shall have their hours averaged.
 - b. Should the first driver be unavailable, each succeeding name on the list will be canvassed until a driver is obtained. Three (3) consecutive refusals without just cause will result in the driver's name being removed from the list for the rest of the school year.
 - c. If a driver voluntarily removes their name from the list during the year, their name will remain off the list for the remainder of that year.
2. Drivers shall be assigned to trips on the basis of equalization of hours, to be cleared at the end of the school year and started over at the beginning of the school year. These hours will be charged for actual trip time.
3. Each driver shall be given two (2) days advance notice for special trips. When school is closed due to acts of God or holidays and notice is not given, the hours will not be charged against the driver. When the trip is refused by one driver and is taken by another, the hours of said trip shall be charged against both drivers after the trip is made.
 - a. When a driver is given a two-day notice and accepts a special trip and then refuses the special trip on the day of said trip, that trip will be double-charged to said driver, except when the absence is due to a verifiable illness and/or a work-related injury.
4. If a driver is to be absent five (5) consecutive days, the driver will be charged with the hours for trips the driver was eligible for except when the absence is due to a work-related injury or the driver is under a doctor's orders not to work.
5. Drivers will be guaranteed one (1) hour regular pay when the driver reports for special trips during scheduled time off if the trip is canceled.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

6. Special trip is defined as any trip that is not a regular daily assignment.
7. All special trips shall have chaperons on the bus unless otherwise determined by the transportation supervisor. Each chaperon will receive a copy of the bus rules and chaperon responsibilities prior to each trip. Time will be allowed before the trip for the driver to confer with the chaperon regarding acceptable student conduct for that trip at the option of the driver. After the trip, if a driver's trip report denotes any problem, the driver will receive a copy of the final disposition of the problem. If a conflict between a driver and a chaperon exists, a meeting with an appropriate supervisor will be held to discuss such conflict. The transportation supervisor may accompany the driver at such meeting, at the driver's request.
8. Sign-Up for Special Trips
 - a. One list for Monday through Friday.
 - b. List for Saturday, Sunday, holidays, and paid days off.
 - (1) Driver's name must be on the Monday through Friday list before they can sign up for Saturday, Sunday, holidays, and paid days off.
 - c. The driver with the shortest hours gets the longest trip out that day and their choice if more than one (1) is available.
 - (1) On Thursday or before, trips will be given out for Saturday and Sunday.
 - (2) On Friday or before, trips will be given out for Monday and Tuesday.
9. Whenever possible, the supervisor will allow one-half (½) hour pre-trip time for preparation and loading.
10. Except in cases of emergency as determined by the supervisor or designee, doubling of assignments will not be allowed for the purpose of covering special trips.

B. Summer Trips and Summer Assignments

1. A summer assignment is defined as an assignment operating between school years and is not a continuation of a regular general education assignment.
2. A summer trip is defined as a special trip driven after the last day of school and before the first day of school.
3. Drivers desiring summer trips or assignments shall post their name on the designated lists which shall be posted one (1) month prior to the close of the school year. (The same summer trip sign-up procedure that is used during the regular school year will be followed in the summer.)
 - a. One list for summer assignments.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (cont)

- b. One list for summer trips.
 - c. One list for weekends, holidays, and paid days off.
4. Should the first driver be unavailable, each succeeding name on the list will be canvassed until a driver is obtained. Three (3) consecutive refusals without just cause will result in the driver's name being removed from the list for the remainder of the summer.
 5. Drivers should not post their name unless they are available to drive daily until each summer program ends. The regular driver assigned to a summer assignment is ineligible for summer trips.
 6. If circumstances require the driver to remain with the bus during lunch, no time will be deducted for lunch.

PAY FOR SPECIAL TRIPS

- A. Drivers shall be paid for special and summer trips from the beginning to the end, including hold-over time. Except on Saturday, anything over eight (8) hours in a twenty-four (24) hour period will be paid at one and one-half (1½) the regular hourly rate. One and one-half (1½) the regular hourly rate will be paid for the preparation and actual driving time required to get passengers to the destination and to drive passengers home on Saturdays. The remaining non-driving time will be paid at the driver's regular rate. Drivers will be paid one and one-half (1½) their regular rate for all hours over 40 in that work week. Double time will be paid for trips on Sundays and holidays.
 1. A driver taking a special trip on a paid day off will receive the regular hourly rate for chargeable trip hours (excluding legal holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, and July 4).
- B. In cases where one-half (½) hour or less exists between a regular assignment and a special trip, driver's time shall be continuous.

CANCELED DAILY ASSIGNMENTS

Cancellation - temporarily stopped as stated in this agreement.

A. Canceled Daily Assignments:

1. Drivers scheduled to drive regular assignments on any given day shall receive regular compensation for that day when one (1) or all assignments are canceled.
 - a. If an early dismissal occurs due to acts of God, drivers will be fully compensated for such days.
2. When a portion or all of a driver's assignment is canceled, that driver may be issued other assignments at no additional compensation (lowest seniority first).
3. When mid-day assignments are canceled those drivers may be assigned, if necessary, to other mid-day assignments (lowest seniority called first).

B. Discontinued (Completely Abolished or Stopped) Regular Assignments:

1. When part of a driver's regular assignment is discontinued, the driver will be given first consideration on a new or open assignment, based on seniority.
 - a. If a driver loses an assignment at any building due to discontinuation or consolidation for any reason, and has that assignment replaced at that building, and later that school year the assignment is reinstated at that building, the driver that lost the assignment may choose to take that assignment back.

C. Consolidation of Assignments:

Consolidation - to combine two or more assignments or portions of assignments.

1. When two (2) or more assignments are consolidated, the drivers involved shall have the choice of assignment by seniority.

D. In Case of Emergency

1. The Administration reserves the right, in the event of any emergency situation, to assign any driver on the premises or in the immediate vicinity to any driving assignment.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

Employees of this association will have rights to vacancies and transfers within their classification only. Employees on Workers' Compensation may be returned to a light duty position in any classification provided no layoff is caused by the light work assignment.

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own personnel. If the district determines that a vacant position is to be filled, the position will be posted after use of a substitute for a maximum of ten (10) days except as outlined in Article XI, C.2. (Paraprofessionals).
2. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, the length of the work year, and the qualifications required. The posting shall be made in all Clarkston Community School buildings.
 - a. Vacancies that occur when school is not in session will be posted for ten (10) working days with written notification to the President/designee(s).
 - b. Custodians: Assignments shall be made within five (5) working days after removal of posting on the basis of seniority.
 - (1) Custodians will be given a trial period of up to ten (10) working days during which either the Supervisor of Buildings and Grounds or the employee will have the right to return the employee to his/her former position.
 - (a) The custodian with the most seniority and demonstrated skill who has requested a transfer in writing shall be given the vacancy or newly created position.
 - i. After this initial transfer, there shall be a limit of two (2) additional opportunities for employees to transfer.
 - ii. Once a total of three (3) transfer requests occur, the Board may fill the posted vacancy with a new hire.
 - iii. A custodian who is granted a transfer shall be frozen in position for one (1) full year. Exception(s) to this section may be made in case of mutual trade of positions or by agreement of the Board and the Association.
 - c. Bus Drivers: See open assignments under Article XI, Section IV, A.5.

ARTICLE XII - VACANCIES, PROMOTIONS AND TRANSFERS (con't)

3. Promotions

- a. An employee may apply for any position within the system for which the employee is qualified. Such an application must be in writing, addressed to the Superintendent or the Assistant Superintendent for Personnel Services.
- b. Each applicant shall be notified of the decision of the Superintendent or the Assistant Superintendent for Personnel Services within five (5) days of the fulfillment of the position. The decision of the Superintendent or the Director of Personnel Services as to the granting of such promotions shall, however, be final.

4. Transfers

- a. Requests by an employee for a transfer to a different building/position shall be made in writing to the Superintendent or the Assistant Superintendent for Personnel Services or in the case of a special education paraprofessional, to the Director of Special Education (copies to the Assistant Superintendent for Personnel Services). The application shall set forth the reasons for transfer, the school or position sought.
- b. Paraprofessionals may be transferred from one building assignment to another without restriction between school years. The reason for transfer will be discussed with the paraprofessional. During a school year a transfer may be made after giving the paraprofessional five (5) days notice of a planned transfer and the reasons for the transfer. If the employee objects to the transfer, the dispute may be referred to the Superintendent/designee. The decision of the Superintendent will be final.
- c. An involuntary transfer of bus drivers, custodians or office personnel will be made only in case of emergency. The Superintendent or the Assistant Superintendent for Personnel Services shall notify the employee of the reasons for such transfer. If the employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. Transfers of bus drivers will follow contract language in Article XI, Section IV, A.4.
- d. With approval of the Superintendent or designee and mutual agreement between at least two (2) association members in the same unit, a transfer may be granted.

5. Definitions:

- a. Vacancy - Any opening within the bargaining unit.
- b. New Position - An opening within the bargaining unit which expands the bargaining unit membership.
- c. Transfer - A movement of a bargaining unit member from one position or building to another position or building.
- d. Promotion - A reassignment from within the bargaining unit to a higher paid position.

ARTICLE XIII

LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees through general layoff, probationary employees, in their classification, will be laid off first. All other employees will be laid off in order of seniority in their classification. (The employee having the least seniority will be laid off first.) Recall will be in reverse order of layoff.
1. If, as a result of layoff, a seniority employee would be moved to a position that the employee feels would be unacceptable, that employee may choose to be voluntarily laid off and the highest seniority employee scheduled to be laid off would be recalled to such position.
 2. If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period, the employee, the supervisor, or the Assistant Superintendent for Personnel determines that the employee is having difficulty with the assignment, one of the following options will apply:
 - a. The employee may be transferred voluntarily or involuntarily if such transfer would not result in the layoff of an employee of higher seniority.
 - b. The employee may be voluntarily laid off and the highest seniority employee on layoff will be recalled.
- B. All employees will be given a minimum of thirty (30) calendar days notice if layoff becomes necessary. In the event of a severe financial emergency, and after consulting with the Association President, the thirty (30) day notice provision may be shortened to no less than ten (10) work days.
- C. If a laid off employee resigns during layoff, the laid off employee will receive severance pay for unused paid leave days according to Article XIX, Compensation, Section E.
- D. A recall notice will be sent by registered mail to the address currently recorded in the Board of Education Office. Failure to respond within ten (10) working days will be deemed a resignation. Each employee on layoff will be responsible for informing the Personnel Department of any change of address for notification.
- E. Laid off employees will remain on recall status for a time equal in length to their seniority in the district or three (3) years, whichever is lesser, but no less than twelve (12) months. No laid off employee shall be obligated to accept a part-time position to maintain their recall rights. However, acceptance of an interim part-time position will not prevent the employee from being recalled to his/her regular position.
- F. In the event, that the Board elects to layoff all or substantially all bargaining unit members working in a job classification, the members shall be given at least seventy-five (75) calendar days written notice, except in the event of a severe financial emergency as stipulated in Section B of this Article.
- G. Sick days already accumulated at the time of layoff shall be reinstated when the employee is recalled.

ARTICLE XIII - LAYOFF AND RECALL (con't)

H. Laid Off Bus Drivers as Call-In Bus Drivers

- a. It is the intent of the transportation department to give bus drivers currently on layoff first choice on daily subbing as call-in drivers. There will be equalization of hours of laid off bus drivers used as call-in bus drivers.
- b. If a bus driver on layoff is used as a call-in driver, they shall be paid at the rate of pay obtained on the day of layoff. If the driver on layoff being used as a call-in driver would have obtained the next level on the pay scale had they not been laid off, their rate of pay will be as it would have been had they not been laid off.
- c. If a laid off driver refuses work as a call-in driver, this fact shall have no consequences of any nature in respect to their employment in this school district.
- d. When a laid off bus driver is used in place of a regular driver, the call-in substitute will receive that driver's scheduled assignment.

ARTICLE XIV

PAID LEAVES

- A. Sick days shall accumulate indefinitely at the rate of one (1) day for each month worked - twelve (12) days per year for 52 week employees; eleven (11) days per year for school year employees; and ten (10) days per year for calendar year employees.

Part-time employees who work a minimum of fifteen (15) hours per week will receive paid leave benefits.

B. **Illness or Disability:**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be placed on an unpaid leave of absence for the duration of the illness or disability up to one (1) year, subject to the following conditions:
 - a. A doctor's statement will be required at the time of the request for leave stating the nature of the illness and approximate length of disability. Regular doctor's statements may be requested by the Administration.
 - b. Seniority will continue to accrue for an employee on approved sick leave up to one (1) year. Salary schedule placement (including longevity, if any) and unused accumulated sick days will be frozen at the time of the leave and reinstated when the employee returns to work.
 - c. Health insurance benefits, if applicable, will continue until the employee qualifies for long term disability benefits or ninety (90) calendar days, whichever is less.
 - d. Intent to return from unpaid sick leave must be given to the Board in writing at least fourteen (14) calendar days before the anticipated date of return from sick leave.
 - e. The employee on unpaid sick leave, including a Workers' Compensation leave, will be guaranteed a position for a period up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment. When returning from leave, the employee may be temporarily assigned for up to thirty (30) work days before becoming eligible for full return rights including benefits, if applicable. After one (1) year, employees will have no return rights from leave. After one (1) year, employees will return to work, resign, or, by mutual agreement, may extend the leave for up to one (1) additional year. If an extension of leave is granted, upon requesting to return, the employee will be placed in the next available opening in his/her unit for which he/she is qualified.
 - f. The employee on unpaid leave may be replaced by a substitute employee during the period of the leave.

ARTICLE XIV - PAID LEAVES (con't)

2. An employee who meets the qualifications of the Family Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
3. Sick leave shall not be considered as pay an employee is entitled to in cash or in vacation quota unless otherwise provided in this agreement. Said accumulated time shall be available to the individual in actual illness that prevents him/her from carrying out his/her duties on the job.
4. When an employee is absent the day before or the day after a holiday, they shall not receive compensation for the holiday unless the absence is due to personal illness or death in the immediate family. In case of personal illness, they shall receive pay for the holiday. In such case, they may be required to submit a written statement from a physician or other qualified person as proof of illness.
5. When an employee is injured on the job, or otherwise eligible for Workers' Compensation, the employee shall not suffer loss of pay during the time the employee is eligible for sick leave. When the employee is eligible for wage compensation, the amount will be determined by the Workers' Compensation Board. Health insurance benefits will be paid by the Board for a period not to exceed ninety (90) calendar days from the date of disability. Every attempt will be made to return the employee to a light work assignment as soon as possible after an injury.

C. Hospitalization

1. In the event of the hospitalization of a member of the immediate family, the employee will be allowed one (1) day per admittance, and, if needed, one (1) day to bring the member of the immediate family home, which will be deducted from paid leave.

ARTICLE XIV - PAID LEAVES (con't)

D. Death

1. In the event of death in the immediate family, (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, or dependent living within the household), an individual is allowed three (3) days with full pay not to be charged against sick leave time. An additional two (2) days, if requested, shall be granted and charged against sick leave.
2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed to attend the funeral and deducted from leave bank.
3. When the funeral is two hundred and fifty (250) miles or more from the residence of the employee, an extra day of traveling time will be allowed, upon request, which shall be deducted from sick leave.

E. Jury Duty

1. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation excluding mileage.

F. Court Appearance

1. A person required by subpoena to appear in court will receive full pay provided such appearance is not brought about by an illegal or negligent action of said employee. All fees received by the employee, excluding mileage, will be returned to the school district. This day, if used, will not be deducted from sick leave.

G. Personal Days

1. Two (2) days may be granted to each employee each year (non-accumulative) for the conduct of personal business. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank.
2. These days shall be granted through prior approval of the building principal or supervisor two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
3. These days shall not be used for recreational purposes, extended vacation or for seeking other employment except with the approval of the Superintendent.
4. Personal business is defined as business which cannot be transacted at a time other than during working hours.

ARTICLE XIV - PAID LEAVES (cont')

5. These days may be used for immediate family illness.
6. In order to guarantee the smooth operation of the district, no more than two employees of any subgroup of this Association will be granted personal days at the same time unless approved by the Superintendent/designee.
7. No personal day will be granted during the last five (5) working days of the school year nor can a personal day be used the day before or the day following a school recess.

H. Emergency Day

1. Two (2) emergency days (non-accumulative) will be allowed if approved by the supervisor or building principal. If used, the first day will not be deducted from paid leave, the second day will be deducted from paid leave.
2. An emergency day is defined as any day in which personal health or property, or health or property of immediate family member is jeopardized.
3. The employee must submit the reason for the emergency, in writing, to his/her supervisor within three (3) working days of the absence. Failure to do so will result in loss of pay.

I. Predictable Disability

1. In the case of a predictable disability, the guidelines of the Family Medical Leave Act may apply. Leaves up to twelve (12) weeks will be requested under the terms of this Act as explained in Clarkston Board of Education Policy 4430.01. Leaves granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.
2. An employee may also choose to request a predictable disability leave under the following conditions:
 - a. Compensation shall be limited to the earned accumulated paid leave at the time the leave begins.
 - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability, giving estimated date of disability and confinement. Applications for leave must be made in writing forty (40) days before hospitalization or confinement. In case of emergency, time limits will not apply.
 - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.
 - d. Employees may continue to work to within thirty (30) calendar days of the date of the estimated confinement or hospitalization. The leave shall begin earlier if considered to be in the best interests of the students and/or employee.

ARTICLE XIV - PAID LEAVES (con't)

- e. Section d., above, may be waived under the following conditions:
 - 1. Must be approved by a physician competent in the related field.
 - 2. Must be approved by the Superintendent.
 - 3. The Superintendent's decision will be final and will in no way establish a precedent.

ARTICLE XV

UNPAID LEAVES

- A. Unpaid Leave (Illness or Disability) See Article XIV, B.
- B. Unpaid Leave (Personal)
1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
 - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 - b. Must be for legitimate reasons.
 - c. May be recommended by the building principal or supervisor and must have approval of the Superintendent.
 - d. The decision of the Superintendent shall be final.
 - e. The employee on unpaid personal leave will be guaranteed a position for a period of up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment.
 - f. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves. As per Article XVIII, Fringe Benefits, Section E, an employee may make arrangements to self-pay their health insurance.
 - g. Seniority and salary step will be frozen at the time of the leave.
 - h. Failure to give ten (10) calendar days notice of desire to return to work will be deemed a resignation unless extenuating circumstances exist which are acceptable to the Superintendent or designee.
 - i. The employee on unpaid personal leave may be replaced by a substitute employee during the period of the leave.
- C. An employee who meets the qualifications of the Family Medical Leave Act may request an unpaid leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
1. The birth or care of a child.
 2. The adoption or foster care of a child.
 3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

ARTICLE XVI

VACATIONS

- A. Fifty-two (52) week secretaries/custodians shall receive ten (10) days per year vacation with pay during the summer or, generally, when school is not in session. If the secretary/custodian has been employed for less than one (1) full year, vacation days will be earned at the rate of one (1) day per month after the employee completes sixty (60) work days with a satisfactory evaluation.
- B. Vacation dates chosen by the secretary and approved by the Principal, will be scheduled as close to the requested date as the work schedule will permit. Custodial vacation days must be approved by the building administrator and Supervisor of Buildings and Grounds. Preference dates shall be decided on the basis of seniority. Previous year vacation days must be used by September 1 unless carry over is approved by the appropriate supervisor, i.e. Buildings and Grounds, Transportation, Director, or Principal. Days not approved for carry over will be forfeited. The Association and Board of Education agree to mutually support the reduction of accumulated vacation days held by current fifty-two week employees.
- C. After six (6) calendar years of continuous employment from the date of hire, a secretary/custodian shall receive fifteen (15) days of paid annual vacation time. For each following year, the secretary/custodian shall receive one (1) additional vacation day per year until the following days are reached:
1. Custodians - 20 days
 2. Classification I Secretaries - 22 days
- D. An employee shall be given an additional paid vacation day when a holiday occurs during his/her vacation period.
- E. At the request of the Board, and with the agreement of the secretary/custodian, vacation time off may be waived so that the employee may work. If requested, the employee shall receive vacation pay in addition to their regular pay for no more than two (2) weeks.
- F. The four (4) days involved in spring recess not covered by Article XVII shall be granted without loss of pay for all non-fifty-two (52) week employees, provided school is not in session.
- G. Employees who terminate employment voluntarily or involuntarily, including retirement and/or layoff, shall be paid at their last base hourly rate for any or all accumulated vacation time or in case of death paid to the beneficiary.
- H. Pay for vacation days shall be at the employee's base hourly rate and all paid benefits shall continue while the employee is on vacation. If a scheduled vacation bridges a contract anniversary date at which a new hourly rate of pay is provided, the vacation pay after the anniversary date shall be at the new base rate.
- I. When schools are closed for any unpaid days at Christmas or mid-winter break, non-fifty-two (52) week employees who had perfect attendance (no absence during the previous twelve (12) month period (July 1 through June 30) will be granted two (2) paid days. Employees in this category with less than three (3) absences during this time period will receive one (1) paid day. These days must be requested a minimum of thirty (30) days prior to the date requested as a paid day.

ARTICLE XVII

HOLIDAYS

- A. Employees will receive base pay for the following days if they fall during the regular work week and work year:

New Year's Eve Day
New Year's Day
Good Friday
Monday after Easter
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

- B. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.)
- C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.
- D. The holiday pay shall be a sum computed by multiplying the employee's current hourly base rate of pay times the number of hours in the normal work day.
- E. If an employee, in case of an emergency, is requested to work on any of the holidays, the employee shall be paid time-and-one-half for any time worked, plus regular base pay as defined in C., above.
- F. Drivers who do not complete their regular assignments (including mid-day assignments) the day before or the day after a holiday will not receive holiday pay for these mid-day assignments. Drivers who substitute on mid-day assignments the day before or the day after a holiday will not be eligible for holiday pay for mid-day assignments.

ARTICLE XVIII

FRINGE BENEFITS

- A. The Board agrees to provide Health and Medical Benefits under the Clarkston Community Schools Health Plan for all eligible members of CLASP.

The coverages listed below are all subject to the terms and conditions of the Clarkston Community Schools benefit plan but will provide comparable coverages to those in the 1992-95 CLASP Master Agreement (except prescription drug co-payment) as noted on pages 61-62, enclosed as Appendix C or in the Plan Summary booklets that will be provided to each employee.

1. Clarkston Community Schools Health Plan A (for employees selecting medical benefits):
 - a. Medical - Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. Prescription Drug co-pay of \$2.00 for generic drugs/\$7.00 for brand name drugs (no co-pay with mail-in maintenance drugs). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 - b. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 - c. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 - d. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$500. Internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage. Class I and II benefits are limited to one-thousand dollars (\$1,000) annually.

Dental (60-60-60) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. 60% for routine diagnostic, 60% for major restorative, 60% for orthodontics for children to a maximum of \$600). Routine diagnostic and major restorative annual maximum - \$600. This coverage is for all members of the bargaining unit who do not have any form of dental coverage. Class I and Class II benefits are limited to one-thousand dollars (\$1,000) annually.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVIII - FRINGE BENEFITS (con't)

- e. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

2. Clarkston Community Schools Health Plan B (for employees not selecting medical benefits):

- a. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- b. Group Long Term Disability Protection - Sixty percent (60% of salary; waiting period ninety (90) calendar days straight time to a maximum of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- c. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$500. Internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage. Class I and Class II benefits are limited to one-thousand dollars (\$1,000) annually.

Dental (60-60-60) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (60% for routine diagnostic, 60% for major restorative, 60% for orthodontics for children to a maximum of \$600). Routine diagnostic and major restorative annual maximum - \$600. This coverage is for all members of the bargaining unit who do not have any form of dental coverage. Class I and Class II benefits are limited to one-thousand dollars (\$1,000) annually.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- d. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- e. Tax-Sheltered Annuity Plan - One thousand dollars (\$1,000) per year, one-half (½) to be paid the first pay in December and one-half (½) to be paid the first pay in June.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVIII - FRINGE BENEFITS (con't)

- B. New employees will not be eligible for benefits in Section A, above, until the first of the month following the completion of sixty (60) calendar days of work with a satisfactory evaluation.
- C. If an employee shall terminate his/her employment with the district, the benefits listed in Section A shall also terminate.
- D. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months.
- E. Benefits in Section A will be provided for employees scheduled to work thirty (30) hours or more per week who have completed sixty (60) work days with a satisfactory evaluation.
- F. Employees (not substitutes) scheduled to work fifteen (15) to twenty (20) hours per week who have completed sixty (60) days with a satisfactory evaluation will be eligible for one-quarter (1/4) of the cost of medical benefits in Section A to be paid by the Board. Employees (not substitutes) hired before July 1, 1995, scheduled to work from twenty (20) to less than thirty (30) hours per week who have completed sixty (60) work days with a satisfactory evaluation will be eligible for one-half (1/2) of the cost of medical benefits in Section A to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option. In 1995-96 only, bus drivers who were eligible for health benefits in the 1994-95 school year will be assigned additional work time, if necessary, so they will qualify for benefits. All other drivers who work from four (4) to six and one-half (6 1/2) hours per day will be eligible for one-half (1/2) of the cost of medical benefits in Section A to be paid by the Board. These drivers will become eligible for full Board paid benefits if their assignment reaches six and one-half (6 1/2) hours per day.
- G. In 1996-97 employees new during the 1995-96 school year will be eligible for full Board paid health benefits if their assignment reaches six and one-quarter (6 1/4) or more hours per day. Upon request, full health benefits, as listed in Section A, will be available to call-in drivers who meet the same hourly work requirements as employees hired during the 1995-96 school year (see F. above) for forty (40) consecutive working days. Benefits once earned will remain in effect for the remainder of that school year.
 - 1. Upon request, one-half (1/2) health benefits will be available to call-in drivers who work fifteen (15) or more hours per week for forty (40) consecutive working days. Benefits once earned will remain in effect for the remainder of that school year.
- H. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.
- I. The parties agree that the Board has no obligation to provide medical benefits coverage to either the spouse or dependents of an employee who is covered by any such benefit plan elsewhere, for example, by virtue of the employment of the spouse.

ARTICLE XIX

COMPENSATION

A. Office Personnel

- | | | | | | | | | |
|----|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1. | Clerks (Weekly)
1995-96 | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | | |
| | | \$327.00 | \$333.00 | \$340.00 | \$357.00 | \$379.00 | | |
| 2. | Secretaries (Weekly)
1995-96 | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> |
| | | \$361.00 | \$376.00 | \$395.00 | \$423.00 | \$450.00 | \$490.00 | \$527.00 |
3. Longevity: Employees with continuous employment from their date of hire as an office employee with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Week</u>
After the tenth year of continuous employment	\$28.00
After fifteen (15) years of continuous employment	\$ 5.00

Secretaries and clerks hired before November 1, 1995, will immediately be advanced two (2) steps on the new schedule. All new hires after November 1, 1995, will follow the new salary schedule.

B. General Custodians

- | | | | | | | | |
|----|---------------------------|------------------|---------------|---------------|------------------|---------------|---------------|
| 1. | Hourly Rate:
1995-96 | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
| | | \$10.50 | \$11.31 | \$12.16 | \$12.56 | \$13.18 | \$13.73 |
| 2. | Shift Premium:
1995-96 | <u>2nd Shift</u> | | | <u>3rd Shift</u> | | |
| | | \$.13 | | | \$.18 | | |

Custodians hired before November 1, 1995, will immediately be advanced two (2) steps on the new schedule. All new hires after November 1, 1995, will follow the new salary schedule.

3. Longevity: Employees with continuous employment from their date of hire as a general custodian with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
	<u>1995-96</u>
After tenth year of continuous employment	\$.20
After fifteen (15) years of continuous employment	\$.10

C. Bus Drivers

- | | | | | | | |
|----|---------------------------|---------------|---------------|---------------|---------------|---------------|
| 1. | Hourly Rate:
1995-1996 | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| | | \$ 9.20 | \$ 9.49 | \$ 9.78 | \$10.81 | \$12.81 |

ARTICLE XIX - COMPENSATION (con't)

2. Longevity: Employees with continuous employment from their date of hire as a bus driver with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
	<u>1995-96</u>
After tenth year of continuous employment	\$.24
After fifteen (15) years of continuous employment	\$.12

Bus Drivers hired before November 1, 1995, will immediately be advanced two (2) steps on the new schedule. All new hires after November 1, 1995, will follow the new salary schedule.

D. Special Education and Media Paraprofessionals

1. Hourly Rate:	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1995-96	\$ 7.95	\$ 8.03	\$ 8.11	\$ 8.92	\$ 9.69

2. Longevity: Employees with continuous employment from their date of hire as a Special Education or Media Paraprofessional with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
	<u>1995-96</u>
After tenth year of continuous employment	\$.32
After fifteen (15) years of continuous employment	\$.16

Paraprofessionals hired before November 1, 1995, will immediately be advanced two (2) steps on the new schedule. All new hires after November 1, 1995, will follow the new salary schedule.

- E. No employee may receive more than two (2) longevity increments in their classification area.
- F. Severance: Based upon unused sick days, according to the following schedule:
1. Severance Pay - Upon resignation or death, employees shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 2. Retirement Pay - Upon retirement, employees shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
 3. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 1, above.
- G. Uniforms: The district will provide custodians three (3) uniforms per year. First year custodians will receive five (5) uniforms after completing sixty (60) work days with a satisfactory evaluation. In 1995-96, custodians will receive four (4) uniforms. In 1996-97, they will receive two (2) uniforms.
- H. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent/designee.

ARTICLE XIX - COMPENSATION (con't)

- I. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- J. Employee Education
 1. Upon the written authorization and pre-approval of the Superintendent or his/her designee, employees may be permitted to attend conferences or workshops related to their job duties and responsibilities. The Board agrees to set aside three-thousand dollars (\$3,000) annually (July 1 through June 30) for reimbursement for these Board-approved professional development activities according to the following guidelines:
 - a. Application for reimbursement for professional development activities must be made on forms supplied by the Board to the Superintendent/designee. The allocation of funds shall be made on a first-come basis.
 - b. A CLASP employee may only be eligible for reimbursement of funds in a succeeding semester if funds are available after all applications have been approved for those who did not receive reimbursement the preceding semester.
 - c. The professional development activity must be in the area of the employee's assignment.
 - d. Employees must have approval from the Superintendent/designee prior to beginning a professional development activity.
 - e. The employee, to qualify for reimbursement, must have successfully completed the activity with a grade of "C" or better or written evidence of satisfactory completion. Reimbursement will be made after proof of successful completion of the activity (grade notification report) and cost invoice is submitted and approved by the Superintendent/designee.
 - f. Reimbursement will be granted at one-half ($\frac{1}{2}$) of the cost of the activity (registration or tuition).
 2. For those paraprofessionals who have acquired thirty (30) semester hours with a C average or better, an additional ten cents (\$.10) per hour will be granted, upon request. Such request shall be made in writing to the Assistant Superintendent for Personnel and must be verified by submission of transcripts.
 3. For those paraprofessionals who have acquired sixty (60) semester hours with a C average or better, an additional twenty cents (\$.20) per hour will be granted, upon request. Such request shall be made in writing to the Assistant Superintendent for Personnel and must be verified by submission of transcripts.
- K. Yearly salary increases will be automatic upon the continued employment of the individual bus driver, together with evidence of having completed the required hours of in-service training in the Oakland County Bus Driver's Training Program, if applicable.

ARTICLE XIX - COMPENSATION (con't)

L. Physical Examination

1. The bus driver physical examination shall be paid for by the school district, when examined by a school approved physician, or a receipt is to be turned in to the transportation supervisor if another physician is used. If another physician is used, reimbursement will be made by the employer by the second payday in September.
2. All drivers must comply with the state requirement regarding the frequency of and filing time limits for physical examinations.
3. In the event the cost of the examination exceeds the allotted amount of \$37.00, the driver will assume the balance.

M. CLASP employees must, minimally, serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step or longevity increment will be given on the next September 1 or March 1 after serving a one (1) year period.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Work Stoppages

1. The Association recognizes that the cessation or interruption of services by non-professional personnel is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the support personnel, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence from their positions, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any support personnel or group of support staff, and pledge themselves to the purpose of insuring continuation of the educational program.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this Agreement or any grievance filed thereunder.
3. Violation of this Article by any support personnel, or group of support personnel, will constitute just cause for the imposition of discipline or penalties.
4. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

B. Supplemental Agreements - All supplemental agreements shall be subject to ratification by the Board and the Association within thirty (30) days of tentative agreement or as soon as possible, but no later than the next regularly scheduled Board of Education meeting.

C. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe. The Association Representative and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment, or situation. Any employee who has notified their supervisor in writing that they are using equipment they consider unsafe will receive a written acknowledgement from the supervisor.

D. Complete Agreement - 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 a written and signed amendment to this Agreement.

ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

- E. Savings Clause - If any provision of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provision or application 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.
- F. Copies of Agreement - The cost of printing the Master Agreement will be shared equally between the Board and the Association. Copies will be presented to the Association for distribution to the employees prior to the ratification of this Agreement. Employees thereafter employed will receive copies of the Agreement at the time of employment.
- G. Supersedence of Policy - This Agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. Notification - The Association will notify the personnel office of currently elected officers or changes in officers or representatives. The personnel office will notify the current Association President of any new personnel hired, upon written request.
- I. Medication - Employees of this bargaining unit are covered under the School District Liability Policy. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee in defense of such complaint or suit according to the terms of the liability policy.
- J. Free Checking Account - A free checking account shall remain in effect up to one (1) year while on sick leave or layoffs. However, bank rules and regulations shall control.
- K. Employee Handbooks - Any changes in a current Employee Handbook or the Bus Code of Conduct will be shared with the Association prior to implementation.
- L. School Closing
 - 1. Office Personnel:
 - a. When schools are closed due to snow or ice, acts of God, or lack of power, these employees shall not be required to report for duty and shall not suffer loss of pay for the first three (3) such days. When schools are closed beyond three (3) days for such reasons, these employees may report to work, use an emergency day, use a vacation day (if applicable), use compensatory time (if applicable), or take a loss of pay. If state law changes to require more than 180 days of instruction or if the teacher Master Agreement provides for less than 181 days of instruction, the number of days allowed will be controlled by state law.

ARTICLE XX - MISCELLANEOUS PROVISIONS (cont)

- (1) In the event that a building is evacuated due to severe weather, fire, or similar health threatening emergency situations, these employees will be allowed to leave that building but may be reassigned to another work site as determined by the Administration.
- (2) In the event school is closed early due to snow or ice, acts of God, or lack of power, employees will be expected to work, make up the time if allowed to go home, or take a personal day, emergency day, use a vacation day, or compensatory time (if applicable).

2. Bus Drivers & Paraprofessionals

- a. When schools are closed due to snow or ice, acts of God, or lack of power, these employees shall not be required to report for duty and shall not suffer loss of pay for the first three (3) such days. If schools are closed over three (3) days, drivers and paraprofessionals will not receive compensation for these days. However, make-up days will be fully compensated. If state law changes to require more than 180 days of instruction or if the teacher Master Agreement provides for less than 181 days of instruction, the number of days allowed will be controlled by state law.

(1) Bus Drivers: (See Canceled Daily Assignments - Article XI, Section IV, A.)

(2) Paraprofessionals: In the event school is closed early due to snow or ice, acts of God, or lack of power, employees will be paid for the actual hours worked. These employees may use a personal day, emergency day, or not be paid for the remainder of the day.

3. Custodians

- a. When schools are closed due to snow or ice, acts of God, or lack of power, custodians are to report to work as soon as possible. They must contact their Supervisor of Buildings and Grounds if they are having difficulty getting to work. If the Supervisor of Buildings and Grounds cannot be reached, a message must be registered with the Board of Education office.

(1) All custodians would report on a day shift schedule.

(2) Custodians that normally work second and third shift would lose their shift premium for working the day shift on inclement weather school closing days.

ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

(3) If, on a day school is closed, it is determined by the Administration that a scheduled activity in a secondary building requiring custodial services will continue during the second shift hours, the Administration would first seek volunteers to work the time needed for such activity. If there are no volunteers, a custodian or custodians that normally work second or third shift shall be assigned by seniority (lowest first) to report for this assignment. Recurrences during any contract year will be rotated between the second and third shift custodians on a seniority basis.

(4) Overtime will only be paid according to Article XI, Section III, B. (Custodial Section). If a split shift occurs on an inclement weather day, it is expressly understood that overtime will only be paid if more than eight (8) hours are worked and such overtime is authorized.

- b. An emergency day may be used in case the custodian cannot report to work so as to avoid loss of pay.
- c. The custodian will have the option of applying earned vacation time to avoid loss of pay if he/she cannot report to work.
- d. Employees not electing to use vacation time will be paid only for hours worked that day.
- e. If the Administration determines that conditions such as loss of heat, power or water in a building do not warrant custodial presence, custodians will be relieved of their shift obligation without loss of pay or paid leave. It is understood that if custodial presence is required in particular situations, only the minimum number of custodians needed will be required to stay. This decision will be made by the Supervisor of Buildings and Grounds or Superintendent/designee.
- f. If it is determined by the Administration that weather conditions are hazardous to the custodians' safety and well-being, the custodians will be relieved of their shift obligation without loss of pay or paid leave.

M. Student Discipline

- 1. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect the personal safety of themselves or staff members, visitors, or other students, or to prevent damage to district property. Employees should be familiar with alternatives to corporal punishment as listed in Board of Education Guideline 5630.

ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

N. Summer Unemployment Compensation Pay-Back

1. An employee of this Association who is laid off and who is paid unemployment compensation benefits, chargeable to the district during the summer immediately following the layoff, and who is subsequently recalled to a position during the next school year within two (2) calendar weeks of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess. The adjustment will occur over the first three (3) pay periods after recall or after the district becomes aware of the unemployment compensation payments.
- O. The Board and Association agree to mutually work toward reducing absenteeism among employees. Excessive absenteeism may be grounds for disciplinary action, including dismissal.
- P. Any CLASP member who is to meet for discipline or contract concerns will have a CLASP representative present if desired. Any other meetings with a supervisor or parents may be rescheduled or delayed if the CLASP member has need of representation after the meeting has started.
- Q. The district agrees to pay one-half ($\frac{1}{2}$) of the cost of one jacket per year for those bus drivers who wish to participate. Drivers who choose to participate will receive a winter jacket in even years and a summer jacket in odd years. The color, style, lettering, etc., will be determined by a committee consisting of two (2) bus drivers and one (1) administrative representative.

CLASP GRIEVANCE REPORT FORM

School District _____

Grievance No. _____

School _____

Date of Violation _____

Date of Grievance _____

Article Violated _____

Section Violated _____

Subject to the provisions of the professional agreement between the Board and the Association, I hereby submit this grievance.

1. State of the Grievance:

2. Remedy Requested:

Date: _____

Signature of the Grievant (Use reverse side for additional signatures if more than one.)

Disposition of Immediate Supervisor:

Date: _____

Signature of Immediate Supervisor

Grievant's Disposition: Satisfactory _____ Unsatisfactory _____

Date: _____

Signature of Grievant

CLASP GRIEVANCE REPORT FORM (con't)

Page Two

Disposition of Superintendent or Designee:

Date: _____

Signature of Superintendent or designee

Grievant's Disposition: Satisfactory _____

Unsatisfactory _____

Date: _____

Signature of Grievant

**APPENDIX A
LETTER OF UNDERSTANDING
BETWEEN
CLARKSTON BOARD OF EDUCATION
AND
CLARKSTON ASSOCIATION OF SUPPORT PERSONNEL (MEA/NEA)**

The Clarkston Board of Education and the Clarkston Association of Support Personnel (MEA/NEA) mutually agree to the following guidelines regarding bus driver work assignments for the 1995-96 school year:

1. Drivers who were actively employed as bus drivers during the 1994-95 school year or before will be assigned additional work assignments, if necessary, to qualify for health benefits (6 hours per day).
2. The additional work assignments will be determined by the Supervisor of Transportation and may include such tasks as:
 - a. Sweeping buses,
 - b. washing buses,
 - c. fueling buses,
 - d. starting and warming-up buses,
 - e. driving assignments as determined by the Supervisor of Transportation, and
 - f. other transportation-related work assignments as determined by the Supervisor of Transportation.
3. To qualify for the extra work hours to receive benefits, the employee must elect a morning assignment, a mid-day assignment, and an afternoon assignment. After the 1995-96 school year, the driver must select the combination of assignments that give them the most driving hours. Failure to do so will result in the employee waiving their right to fully paid health benefits.
4. The Board of Education will pay, upon request, one-half ($\frac{1}{2}$) the cost of health benefits for drivers hired after July 1, 1995, who work at least four (4) hours per day. If the new employee's assignment reaches six and one-half ($6\frac{1}{2}$) hours per day, he/she will become eligible for full Board paid health benefits on the first of the next month.

**APPENDIX B
LETTER OF UNDERSTANDING
BETWEEN
CLARKSTON BOARD OF EDUCATION
AND
CLARKSTON ASSOCIATION OF SUPPORT PERSONNEL (MEA/NEA)**

The Clarkston Board of Education and the Clarkston Association of Support Personnel (MEA/NEA) mutually agree to reopen the wages for the 1996-97 school year. All other Articles and issues of the Master Agreement are settlement for the time period of July 1, 1995 to June 30, 1997.

APPENDIX C

BENEFIT SUMMARY IN BRIEF

Your Life Insurance Benefits

Underwritten by Phoenix Home Life Insurance Company (Certificate provided separately)

Life Insurance	\$10,000
Accidental Death and Dismemberment Insurance (AD&D)	\$10,000

You and Your Family Health Plan

Underwritten by Blue Cross Blue Shield of Michigan, other insurance policies secured by Clarkston Community Schools

Lifetime Maximum Benefit	\$5,000,000
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Inpatient Hospital Charges (when medically necessary. Includes semi-private room and board)	100% UCR*
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Outpatient Charges

Emergency accident or injury	100% UCR
Emergency illness	90% UCR
Outpatient department surgery	100% UCR
Radiation therapy and chemotherapy	100% UCR

Surgery and Anesthesia Charges

Participating doctors	100% UCR
Non-Participating doctors	
Surgeon's charges	100% UCR
Assistant surgeon's charges	100% UCR
Anesthesiologist's charges	100% UCR

In-Hospital Medical Visit Charges	100% UCR
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Newborn Wellness Visits (First four weeks)	100% UCR
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Diagnostic X-ray and Laboratory Charges (outpatient)	100% UCR
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Cancer Screening Exams (Mammograms, Colon/Rectal, Pap Smear, Prostate)	100% UCR
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Prescription Drug Charges - Prescription Drug co-pay of \$2.00 for generic drugs/\$7.00 for brand name drugs.
(No co-pay with mail-in maintenance drugs)

Home Health Care Charges (Each Benefit Period)	100% UCR
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Hospice Care Charges

\$5,000 maximum for the family unit.	
Covered charges for in-patient hospice and in-home care prior to death	100% UCR
Family Counseling	\$25/session

Medical Case Management

Medical Case Management is an additional benefit available when a catastrophic medical problem occurs (i.e. neurological injury, cancer, etc.)

Human Organ Transplants

\$1,000,000 transplant benefit maximum during a benefit period	
Covered charges for heart, heart-lung, liver and pancreas	100% UCR
Anti-rejection drugs	Covered 100% first year, then up to \$10,000 per year thereafter
Office visits, home health care, visiting nurses, cardiac rehabilitation, durable medical equipment, surgical storage and transportation costs of organ procurement	Up to \$10,000 each transplant
Transportation, meals and lodging for the recipient and one other person (two if the patient is age 18 or under) during a benefit period.	Up to \$10,000

3 APPENDIX C - BENEFIT SUMMARY IN BRIEF (con't)

Miscellaneous Charges - After the satisfaction of a \$50 cash deductible for any one individual or \$100 per family in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

Outpatient Psychiatric (maximum 50 visits per year)	90% UCR
Skilled Nursing Facility Room and Board	90% UCR
Non-participating facility up to \$45 maximum daily charge	
Physician charges. Private Duty Nursing (RN-LPN), Professional Ambulance, Oxygen, Blood and Plasma, Artificial Limbs, Prosthetic Devices, Braces	90% UCR
Allergy, Maximum reimbursement	\$625 per calendar year
Testing	100% UCR
Treatment and supplies	90% UCR
Family Stop Loss	\$1,000 per calendar year

*Usual Customary & Reasonable

