

6/30/2001

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A G R E E M E N T

BETWEEN

CLARE-GLADWIN

REGIONAL EDUCATION SERVICE DISTRICT

AND

CLARE-GLADWIN

INTERMEDIATE SCHOOL DISTRICT

EDUCATIONAL SUPPORT PERSONNEL

ASSOCIATION, MEA/NEA

1998-2001

Clare-Gladwin Regional Education Service District

TABLE OF CONTENTS

<u>Article No.</u>	<u>Name</u>	<u>Page</u>
	AN AGREEMENT	1
Article I	- Recognition	1
Article II	- Board Rights	2
Article III	- Rights of the Association	3
Article IV	- Conditions of Employment	4
Article V	- Work Duration	5
Article VI	- Reimbursement (Holidays & Vacations)	6
Article VII	- Sick Leave, Bereavement, Personal Business	7
Article VIII	- Leaves	9
Article IX	- Act of God Days	11
Article X	- Protection of Employee	11
Article XI	- Work Designations and Evaluations	12
Article XII	- Reduction of Staff	12
Article XIII	- Discharge/Demotion	13
Article XIV	- Vacancies and Promotions	13
Article XV	- Grievance Procedure	14
Article XVI	- Letter of Resignation	17
Article XVII	- Jury Duty	17
Article XVIII	- Negotiations	17
Article XIX	- Mileage	18
Article XX	- Legality	18
Article XXI	- Work Classifications	18
Article XXII	- Work Days - Aides	19
Article XXIII	- Compensation Schedule	19
	Wage Schedule	21
Article XXIV	- Duration	22
	Letter of Understanding – Kurt Krahn’s seniority	23
	Letter of Agreement – “Day after Christmas”	24
	Letter – Section 125 Compliance Letter	25

AN AGREEMENT

This Agreement entered into by and between the Board of Education of the Clare-Gladwin Regional Education Service District, Clare, Michigan, hereinafter called the "Board", and the Clare-Gladwin Intermediate School District Educational Support Personnel Association, MEA/NEA, hereinafter termed the "Association".

ARTICLE I Recognition

1.1 Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all secretaries, teacher aides, cooks, custodians, media distribution clerk and VTR coordinator/ media assistant of the Board.

EXCLUDING:

- A. Co-ops, student interns, temporary employees and confidential employees responsible to superintendent (secretary, bookkeeper, administrative assistant).
- B. Probationary employees.
- C. Secretaries/aides whose employment under Federal or State grants is training in nature or employees who have reimbursement and/or benefits determined by the granting agencies funding said program.
- D. Substitutes.

ARTICLE II
Board Rights

- 2.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- A. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
 - B. Assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration). determine the size of the work force and to lay off employees.
 - D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
 - E. Adopt rules and regulations.
 - F. Determine the qualifications of employees.
 - G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - H. Determine the placement of operations, production, service, maintenance or distribution or work, and the source of materials and supplies.
 - I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- J. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
 - K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices of furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

With cause, the Board shall have the right in its discretion to require an employee to submit a physical or mental examination at Board expense by a licensed physician approved by the Board.

ARTICLE III Rights of the Association

- 3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the Association shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. The Board will not discriminate against any member with respect to hours, wages, or any terms of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance complaint or proceedings under this Agreement.
- 3.2 The Association and its members will have the right to use school facilities at all reasonable hours, subject to approval by the superintendent or designee and at the real cost to the district.
- 3.3 The Board agrees to furnish to the Association in response to reasonable requests under the FOIA and PERA all public information concerning the financial resources of the District. The sick leave register shall be available to designated representatives of the Association. The Association shall pay for the cost of all materials, supplies and labor incidental in such requests.

- 3.4 The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the Clare-Gladwin RESD. An Association representative may be present at the employee's request.
- 3.5 The employee shall have the right of representation in a case of discipline or reprimand. In the event the employee wishes to have representation, no further action shall be taken until the representative is present. However, if the employer reasonably believes that the employee is a danger to himself, to other employees, or may cause physical damage to the employer's property immediate action may be taken without waiting until an Association representative can be present.
- 3.6 At the beginning of each school year, the Association shall be credited with eight (8) hours to be used by employees who are officers or agents of the Association; such use to be at the discretion of the Association. Any unused Association hours shall accumulate from year to year without limitation.

ARTICLE IV
Conditions of Employment

- 4.1 Probation: A probationary period of seventy (70) working days will be served by all new employees.
- 4.2 An IDP (Individualized Development Plan) will be completed for each new employee by the end of the first thirty-five (35) working days, signed by the immediate supervisor and the employee, and filed with the superintendent/personnel office.
- 4.3 At the time of employment, the superintendent or supervisor shall evaluate the applicant's previous work experience and training for placement on the salary schedule. Experience credit for newly hired personnel may be granted with superintendent's approval for placement up to step 3 on the salary schedule in the classification for which hired. This rate shall be in line with all currently employed secretaries, teacher aides, cooks and custodians, media distribution clerk and VTR coordinator/media assistant.
- 4.4 All employees must complete eight (8) months of experience as a prerequisite to advancement on the wage schedule, beginning from the first (1st) day the employee reports for work as a regular employee in a vacant position subject to Board approval of the hiring. (July 1 advancement date)
- 4.5 It is recognized, unanimously, by the Association members now employed by the Intermediate District, that membership in the Association is desirable but not mandatory as a condition of employment by either the Association or the Board. All new employees covered by this contract shall not be required to join the Association as a condition of

employment but shall pay an appropriate agency shop service fee established by the Association.

- 4.6 The Board shall provide three (3) uniforms annually for the custodian only. It shall be the responsibility of the employee to ensure that he reports for work in a clean uniform and exercises satisfactory hygiene.

ARTICLE V Work Duration

- 5.1 The normal work week will be Monday through Friday. The normal work week shall be 6.25 hours per day for teacher aides, 8 hours per day for the media distribution clerk and 35-40 hours per week for secretaries and VTR coordinator, (depending on individual job descriptions). The normal work week for full time custodians shall be forty (40) hours per week. This does not constitute a guarantee of hours nor prohibit less than full time positions. If an employee (aide) is assigned to only one student and that student is to be absent, the employee shall be so notified by 7:00 a.m. If the employee is not notified and reports to work, he/she shall be paid for one hour. Employees working less than twenty (20) hours per week are considered part time personnel and not eligible for benefits (i.e., ten percent [10%] of wages for benefits, vacation, personal business days), but will be eligible for sick days.
- 5.2 When prior approval has been granted by the supervisor for overtime work, time and one-half will be paid for time worked beyond 40 hours per week, or compensatory time off at the discretion of the supervisor. An employee shall not be required to work overtime that has not had prior approval by the supervisor, nor shall an employee work additional hours beyond those scheduled without prior approval by the supervisor.
- 5.3 The work day shall include a relief period of 15 minutes in the morning and 15 minutes in the afternoon to be used on a daily basis and cannot be accumulated. A duty free one-half (1/2) hour lunch period may be adjusted for the convenience of the building. (This does not apply to teacher aides who are assigned to be with students at all times.) The custodian shall receive relief and lunch periods consistent with the secretarial group, except that such breaks shall be at the corresponding time during the custodian's shift.
- 5.4. Members of the Association shall be paid their regular hourly wage for every hour over their scheduled hours to a maximum of 40 hours per week. Special Olympics and evening programs are voluntary. However, if the employee cannot attend they will notify their supervisor (prior to the day of occurrence), except in cases of emergency.
- 5.5 The Board shall not reduce any of the current bargaining unit positions to less than twenty (20) hours per week for the purpose of reducing benefits. However, the Board supports the philosophy of considering new part-time positions be added to existing less

than twenty (20) hours positions, provided the bargaining unit member is qualified to fill the position requirements and responsibilities within the classification. The filling of any position is the sole responsibility of the Board.

- 5.6 Aides assigned to work the Summer SMI Program will be assured the annual equivalency of 6.0 hours per day, but may be assigned more than 6.0 hours per day during the school year and less than 6.0 hours during the Summer SMI Program. The affected Summer SMI aides will not be impacted by the twenty (20) hour per week requirement for benefit eligibility due to reduced summer hours. Summer employment is not guaranteed to Class II employees if student/parent chooses not to attend summer SMI Program.

ARTICLE VI
Reimbursement (Holidays & Vacations)

- 6.1 Salaries of secretaries, teacher aides, cooks, custodians, media distribution clerk and VTR coordinator/media assistant are set forth in the attached schedules which are an incorporation of this document.
- 6.2 Rates of pay, vacation, holidays and fringes shown on the schedule are based upon full time employment in the specified positions.
- 6.3 Employees shall receive paid holidays according to the following schedule: (Effective July 1, 1998 - 2001)

<u>School Year Employees</u> 7	<u>Ten Month Employees</u> 9	<u>Twelve Month and S.M.I. Employees</u> 10
New Year's Day	New Year's Day	New Year's Day
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
Labor Day	Labor Day	← July 4
Thanksgiving Day	Thanksgiving Day	Labor Day
Day after Thanks	Day Aft. Thanks.	Thanksgiving Day
Christmas Day	← Christmas Eve	Day after Thanks.
	← Christmas Day	Christmas Eve
	← Day after Christmas	Christmas Day
		Day after Christmas

- 6.4 Each full-time twelve (12) month secretary, teacher aide, VTR coordinator and custodian shall be eligible for paid vacation days following one full year (12 months) of employment according to the following schedule:

5 days after the completion of 1 year
8 days after the completion of 2 years
10 days after the completion of 3 years
11 days after the completion of 4 years
12 days after the completion of 5 years
13 days after the completion of 6 years
14 days after the completion of 7 years
15 days after the completion of 8 years
16 days after the completion of 9 years

- 6.5 An employee who resigns or otherwise severs employment with the Board during the school year shall receive any unused vacation pay allowance but shall not be entitled to any payment for days which would have been earned had he/she completed an additional year of service.
- 6.6 Vacations may be split into one or more weeks, a day at a time, half days, (This does not apply to twelve month teaching aides as they do not take half days off), and at a time chosen by the employee with the approval of the immediate supervisor.
- 6.7 Vacation will be awarded on the employee's anniversary date of employment and must be used prior to the employee's anniversary date in the following year. Vacation time may not be accumulated or carried forward from year to year. Vacation shall be awarded in the same manner as calculated for the period July 1, 1991 - June 30, 1995.
- 6.8 The Board believes that career growth is a joint responsibility of employee and employer and expects the employee to pay his/her own membership dues in organizations designed to enhance his/her career. (The Board does agree to pay reasonable conference expenses including travel, registration, food and lodging for conferences attended with prior approval of the employee's supervisor.)

ARTICLE VII

Sick Leave, Bereavement, Personal Business

- 7.1 Members of the bargaining unit shall be credited with their accumulated illness days. Association members absent from duties on account of personal illness shall be allowed full pay for a total of one working day per month worked (full 12 month employees will earn twelve (12) working days in one (1) fiscal year). At the beginning of the school year in years 1998-1999, 1999-2000 and 2000-2001 each 12 month, 10 month and 9 month employee shall be given two (2) sick days in the first month of the contract for a total of one working day per month plus one additional day per year. Employees using sick days prior to their accrual shall not have their pay reduced unless they cannot accumulate that number of days in the remainder of the year, or they are to be separated from the District. Administrative office employees shall call in sick days prior to 7:30 a.m. Day school and

pre-school employees shall call in prior to 7:00 a.m. The maximum accumulated sick leave shall be 120 days. An individual's personal sick days may be taken by an employee for the following reasons and subject to the following conditions:

- A. Personal Illness or Disability - The employee may use all or any portion of his/her leave to recover from his/her own illness or disability.
 - B. A maximum of three (3) working days per instance for illness in the immediate family (spouse, mother, father, or children). Employees shall complete the absentee register form.
 - C. Medical or Nursing Care - The employee may take up to two (2) days, if necessary, to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father or children.
 - D. Additional days may be granted at the discretion of the superintendent.
- 7.2 The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- 7.3 Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the first six (6) months.
- 7.4 Bereavement days shall not be charged to the employee's sick leave.
- A. Death in the Immediate Family - The employee may take a maximum of three (3) days per death. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, father and mother-in-law, step children, brother-in-law, sister-in-law, grandchildren, grandparents, son-in-law or daughter-in-law.
 - B. Upon request bargaining unit members shall be allowed an additional two (2) days, chargeable to sick leave for bereavement.
 - C. Other Deaths - The employee may take one (1) day per death to attend the funeral of any person. For the 1998-1999, 1999-2000 and 2000-2001 school years, said day shall be charged as an employee personal sick day.
- 7.5 A maximum of three (3) working days per work year not deducted from sick leave for conduct of necessary business which shall be requested using the personal business day memo; and

- A. Written application will be made by the employee forty- eight (48) hours in advance of the necessary business request. Such requests will be made to the immediate supervisor and under extreme emergency, the provision of the notification may be immediately applied for verbally. However, these days may not be used immediately before or following vacation periods or holidays. Necessary business is defined as business that cannot be conducted outside of regular working hours.
- B. Employees hired during the school year (after the beginning date of school in the fall) shall receive these days on a prorated basis for the remainder of their first contract year.

ARTICLE VIII
Leaves

- 8.1 Employees who have completed their probationary period shall be eligible for leave.
- 8.2 Leave without pay shall be granted for a period of up to one (1) year for the following purposes:
 - A. Mental or physical disability
 - B. Child bearing or child care

And the Board shall request that the employee present a statement from the attending physician certifying the employee's fitness for return to work.

- 8.3 Persons treating child bearing as a disability and receiving paid leave are not covered by paragraph 8.2, but may be granted additional unpaid leave by the Board.
- 8.4 Leave without pay may be granted for the following purposes:
 - A. Personal leave
 - B. Educational leave
 - C. Professional obligations
- 8.5 All leaves may be extended by the Board upon request to the Board.

- 8.6 All leaves shall be requested at least thirty (30) days in advance except in cases of emergency at the superintendent's discretion. Employees may terminate their leaves by notification not less than thirty (30) days prior to the date upon which they intend to return to work.
- 8.7 Application for leave shall specify the following:
- A. Date leave is to commence, length of leave, and the specific date the leave is to end
 - B. Type of leave requested
 - C. Facts pertinent to request for leave
 - D. Signature
- 8.8 All benefits accrued prior to commencing of leave (i.e., sick days, seniority) shall be held in escrow.
- 8.9 An employee returning from leave shall be placed in his/her prior position when possible or a comparable position not at a lesser rate of pay.
- 8.10 An employee's anniversary date shall be adjusted to reflect the time off of work whenever that employee is on a Board approved unpaid leave.
- 8.11 While the original date of hire on the seniority list shall not be modified, the amount of time worked, i.e., the employee's seniority time, shall be adjusted, as per 11/18/85 seniority list, to reflect time off on the Board approved unpaid leave.
- 8.12 Employees returning from a Board approved unpaid leave shall be awarded vacation days and longevity pay upon reaching their new adjusted anniversary date.
- 8.13 In accordance with the Agreement, sick days are awarded on the basis of time worked and are held while on a Board approved unpaid leave. However, business days are awarded at the beginning of each fiscal year to be used while working during that fiscal year.
- 8.14 Family Medical Leave: The Family Medical Leave Act provision shall be available to employees who are qualified and shall be posted on employee bulletin boards in each building.

ARTICLE IX
Act of God Days

- 9.1 If the main office is closed due to an Act of God day, all employees under this contract, except those employees assigned to the Day School, will not report for work and will be paid their regular wages for that day.
- 9.2 If the Day School is closed due to an Act of God day, employees assigned to the Day School will not report for work and will be paid their regular wages for that day provided such day will not be rescheduled. Employees required to work on any rescheduled Act of God day will not be paid for the day of the school closing, but will be paid for the day when it is worked. *Class II Aides hour delay no pay.*
- 9.3 In no event will an employee suffer a reduction in their annual wages due to an Act of God day, except that any employee who does not report as required will have such time deducted from payroll. Student(s) assigned to a Class II aide may choose not to attend any Act of God make up days, then that aide(s) will not be paid for that day.

ARTICLE X
Protection of Employee

- 10.1 If any legal action is brought against a member of the Association by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will provide assistance to the employee in her/his defense as is permitted under the Michigan School Code.
- 10.2 No derogatory material originating after the initial employment shall be placed in a bargaining unit member's personal record unless he/she has had an opportunity to review said material. If the bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content. Employee may attach a response to the derogatory material.
- 10.3 Upon request an employee shall have the right to review their own personnel file. At the employee's option they may bring a representative to view the file.
- 10.4 The Board shall reimburse employees for loss, damage, or destruction of clothing through performance of duty while on duty, not to exceed \$120.00 per year per individual employee. Employees shall fill out appropriate loss-damage forms as soon as practical after the incident, and before the end of the next work day.
- 10.5 No employee shall be left in buildings alone with students.

ARTICLE XI
Work Designations and Evaluations

- 11.1 A written job description shall be given to each employee by the immediate supervisor to facilitate function.
- 11.2 Effort will be made by the supervisor to standardize and equalize work assignments.
- 11.3 Employees will be expected to be cooperative in times of special urgency.
- 11.4 A telephone is to be available for effective job related performance.
- 11.5 Employees shall be evaluated at least once a year as a means of providing information to employees concerning their performance.
 - A. Evaluations shall be accompanied by a post evaluation conference in which the employee and evaluator discuss both positive aspects of performance and areas in which improvement could be made. Employees shall be given a copy of the written evaluation prior to the conference. Written evaluations shall be provided by the scheduled deadline as established by the board. The post evaluation conference shall be held within thirty (30) days of that date.
 - B. Areas in which a need for improvement is noted will include a recommendation on how the employee may improve.
 - C. The content of an evaluation may be the subject of a grievance in the most extreme and outrageous of situations.

ARTICLE XII
Reduction of Staff

- 12.1 All reductions in staff shall be made on the basis of seniority within job classifications, (i.e., instructional aide, non-instructional aide, other [aide], secretary, media distribution clerk, VTR coordinator/media assistant, cook, custodian). The Board shall provide each employee notice twenty (20) calendar days prior to the effective date of layoff, except in the event of circumstances where the Board did not have knowledge of the need to reduce staff twenty (20) days in advance or when there is an employee work stoppage.
- 12.2 Recall shall be in the inverse order of reduction. Employees laid off retain seniority rights and will be maintained on a recall list for a period of three (3) years. Employees shall notify the Board of any change in address. Failure to do so will result in forfeiture of their right to be recalled. Once notified, an employee must notify the Board.

- 12.3 Once an employee is notified they must notify the Board of their intent to return to work within five (5) days or they will be considered a voluntary quit.
- 12.4 Seniority shall be from the date that the employee first reports to work subject to board approval of the hiring. Seniority shall be calculated on an hours worked basis for all employees. The parties also agree that this paragraph shall apply for computing seniority past and present.

A seniority list will be established subject to review by both parties and will be updated on a regular basis in September of each year. This list will be made available to the Association upon the request of the President.

ARTICLE XIII Discharge/Demotion

- 13.1 No employee shall be disciplined, reprimanded, discharged, or demoted without just cause or due process.
- 13.2 In the event any member of the Association shall be suspended or discharged from the employment and believes he/she had been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE XIV Vacancies and Promotions

- 14.1 Whenever any vacancy within the Intermediate Office shall occur, the superintendent shall publicize the same by giving written notice to the President of the Association and posting. Currently employed personnel shall be given consideration in appointments to vacancies which occur. No vacancies or newly created positions shall be filled until such vacancy has been posted for at least five (5) working days. In case of emergency such positions may be filled on a temporary basis.
- 14.2 Any temporary position that is found to exceed thirty (30) consecutive days, if by agreement of administration and Association, shall be considered a permanent position and posted as a new job as in 14.1 above.
- 14.3 Any member of the Association may apply for such vacancy. In filling such vacancy, the administration agrees to give due consideration to the background, attainments, and skills of all applicants, the length of time each has been in the school district, and other

pertinent facts. The administration declares its support of a policy of promotions from within its own Association members, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean continuous employment within the District. All members of the Association are encouraged to train and prepare for promotional opportunities.

- 14.4 Any second position vacated as a result of compliance with this Article shall also be considered a vacancy, and shall be subject to the posting requirements as therein provided.
- 14.5 Any employee challenging appointment on the basis of qualifications shall be given a written reply indicating the criteria used for selection.
- 14.6 Once a vacancy has been filled in accordance with the Agreement, the President of the Association will be notified in writing of the name of the employee selected for the posted position.

ARTICLE XV Grievance Procedure

- 15.1 A grievance shall be an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement. Duplicate grievances on the same issue shall be held in abeyance by agreement of the parties pending resolution of a lead case.

Representatives for grievance processing shall be selected as follows:

- A. The Association shall designate representatives to handle grievances.
 - B. The Board designates the supervisor of employees and the superintendent or his/her designated representative to act at Level Three as hereinafter described.
 - C. Either party may change its representatives by written notice to the other.
- 15.2 The term "days" shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, legal holidays, and the employees' paid vacations which were scheduled prior to the occurrence of the alleged violation.
 - A. Must be signed by the Association or grievant.
 - B. Must be specific concerning:
 - 1. The section or subsection of the contract alleged to have been violated.

2. The date of the alleged violation.
3. The facts giving rise to the alleged violation.
4. The relief requested.

15.3 Any Employee or Association grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or Association as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under the Agreement.

15.4 Level One

- A. An employee or the Association alleging a violation of the express provisions of this contract, shall orally discuss the grievance with the immediate supervisor, with an Association representative present if the employee so requests, in an attempt to resolve the grievance.
- B. If no resolution is obtained within ten (10) days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of the oral discussion prescribed in 15.4 to Level Two.

15.5 Level Two

- A. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the Association President or his/her designee in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association and to the grievant. If the Association is not satisfied with the disposition of the grievance at Level Two, the grievant shall within ten (10) days submit the grievance to the superintendent or his/her designee.

15.6 Level Three

- A. An original copy of the written grievance shall be filed with the superintendent or his/her designated agent. Within ten (10) days of receipt of the written grievance, the superintendent (or his/her designated agent), shall arrange a meeting with the grievant and/or the Association grievance representative at the grievant's option, to discuss the grievance.

- B. Within ten (10) days of this meeting, the superintendent (or his/her designated agent) shall render his/her decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Association, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in the superintendent's office.

15.7 Level Four

If the decision of the superintendent is unsatisfactory to the Association, the Association shall, within ten (10) days of receipt of the superintendent's response, notify the Board of its intent to submit the dispute to the MERC for binding arbitration. The arbitrator shall be selected according to the appropriate MERC rules.

- A. The Arbitrator shall have no power to:
 - 1. Amend, modify, or otherwise change any provision of this Agreement.
 - 2. Establish, amend, or modify, any wage schedule or fringe benefit provided under this Agreement.
- B. The cost of arbitration shall be borne equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation. If a duplicate grievance is filed while a lead grievance is in progress the filing cost shall be borne by the carrying party.
- C. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Board, and the Association.

- 15.8 Should the Administration or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.
- 15.9 Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- 15.10 Notwithstanding, the expiration of this Agreement, any claim or grievance filed while the contract is still in effect shall be processed through the grievance procedure until resolution.

ARTICLE XVI
Letter of Resignation

- 16.1 Members who wish to discontinue employment shall file a letter of resignation with the superintendent ten (10) working days prior to the effective date. Exceptions may be considered.

ARTICLE XVII
Jury Duty

- 17.1 An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses for each days juror's services).
- 17.2 The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year. In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty and the amount paid for jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

ARTICLE XVIII
Negotiations

- 18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIX
Mileage

- 19.1 Mileage authorized in job pursuit, other than getting to and from work shall be reimbursed at a rate consistent with the rate paid professional staff.

ARTICLE XX
Legality

- 20.1 Any provision of this Agreement contrary to law is null and void and shall not affect the legality of the remainder of this contract.

ARTICLE XXI
Work Classifications

CLASS I

Instructional aides requiring special qualifications and/or training according to rules established by the State Board of Education in reference to aides assigned to Special Education Programs for T.M.I., S.M.I., and S.X.I. Programs. (Rule 94 S.E. Code)

CLASS II

Behavior and/or Instructional Aides assigned to center programs or otherwise who have related instructional duties and are under the meaningful and direct supervision of a certified teacher and/or administrator. These aides will be engaged in complementing, supplementing, or reinforcing behavior or training that enhances the effectiveness of instruction. These aides will be assigned to specific student(s) per an IEPC (Individualized Educational Planning Committee). This assignment could be to TMI, SMI or other center programs. The type of student an aide is assigned to dictates the length of school year employment, (i.e., SMI 230 days, TMI 180 days).

ARTICLE XXII
Work Days - Aides

Instructional Aides - Class I:

Class I Instructional Aides shall work the number of days mandated by the State. An additional three (3) days of in-service will be scheduled.

Should State law or regulations change to the extent of effecting the hours in Article 5.1, then the parties shall bargain relative to such changes.

Behavior and/or Instructional Aides - Class II

Class II Aide(s) shall work the number of days the IEPC- assigned student is in attendance. An additional three (3) days of in-service will be scheduled.

ARTICLE XXIII
Compensation Schedule

- 23.1 Longevity - After the completion of nine (9) years of employment with the Clare-Gladwin Regional Education Service District, and each completed year of service thereafter, employees shall receive a longevity payment. Such payment shall be paid in one lump sum amount included in the first regular pay check following the employee's anniversary date of employment and will be reported on the pay stub under miscellaneous. Employees resigning or otherwise severing employment shall not be entitled to a prorated portion of the following year's longevity stipend.

July 1, 1995	\$550.00
July 1, 1996	\$575.00
July 1, 1997	\$600.00

- 23.2 Each employee shall be able to apply ten (10) percent of hourly earnings, toward fringe benefits, as in the past which will include a cash option in lieu of health insurance premiums. Employees shall also be permitted to select additional fringe benefit coverages which may be made available by the board.

It is expressly understood that all coverages provided hereunder are specifically subject in all respects to the rules and regulations of the various insurance carriers.

- 23.3 Vision - A vision plan for the employee only will be available effective July 1, 1996.

- 23.4 The Clare-Gladwin Regional Education Service District Board of Education will implement a medical insurance premium payment plan permitting a voluntary salary/earnings reduction to be applied to the portion of health insurance premiums for which the employee is responsible. The medical insurance premium payment plan shall be implemented upon execution of this agreement, and is intended to remain in effect throughout the life of this agreement, and thereafter at the discretion of the Board. Election to participate will be based on individual association members executing and filing a salary reduction agreement as required by the Board. The District may change, amend, or suspend the medical insurance premium plan if legislation or regulation alters, limits, or prohibits operation of such a plan as currently permitted under the U.S. Internal Revenue Code of 1986, as amended.

The Board will provide a letter to the union stating that the District will hold the employee harmless in the event the Section 125 Plan is found to be in non-compliance with the cash option plan in lieu of health benefits as defined in Section 125 of the IRS Code.

- 23.5 Class II Substitute Rate: Class II One-on-one Aides will be given first preference to substitute on days when their assigned student is absent. The Class II Aide will be paid their regular hourly rate while serving in a substitute capacity. This rate of pay for subbing will not include holidays, insurance, or any other benefits Class II Aides are otherwise entitled to. When the District is notified that the student is to be absent, the Aide will be placed next in line as a substitute before continuing calls to the regular substitutes in line.

WAGE SCHEDULE 1998-2001

STEP	Percentage	PRO	1	2	3	4	5	6
<u>SECRETARIES</u>								
1998-99	1.0300	8.33	8.94	9.50	10.10	10.69	11.29	11.57
1999-00	1.0475	8.73	9.37	9.95	10.58	11.20	11.83	12.12
2000-01	1.0475	9.14	9.81	10.42	11.09	11.73	12.39	12.70
<u>AIDES INSTRUCTIONAL</u>								
1998-99	1.0200	10.38	11.07	11.67	12.31	12.95	13.60	0.00
1999-00	1.0225	10.62	11.32	11.93	12.59	13.25	13.90	0.00
2000-01	1.0225	10.86	11.57	12.20	12.87	13.54	14.22	0.00
<u>OTHER INSTRUCTIONAL AND BEHAVIORAL AIDE</u>								
1998-99	1.0200	8.12	8.62	9.11	9.57	10.04	10.57	0.00
1999-00	1.0225	8.30	8.81	9.31	9.78	10.26	10.80	0.00
2000-01	1.0225	8.49	9.01	9.52	10.00	10.49	11.05	0.00
<u>COOKS</u>								
1998-99	1.0200	9.92	10.51	11.10	11.66	12.25	12.81	0.00
1999-00	1.0225	10.15	10.74	11.35	11.92	12.53	13.10	0.00
2000-01	1.0225	10.38	10.98	11.60	12.19	12.81	13.39	0.00
<u>CUSTODIAN</u>								
1998-99	1.0200	7.78	8.37	8.96	9.59	10.14	10.74	0.00
1999-00	1.0225	7.96	8.56	9.16	9.80	10.37	10.98	0.00
2000-01	1.0225	8.14	8.76	9.36	10.02	10.60	11.23	0.00
<u>MEDIA DISTRIBUTION CLERK / VAN DRIVER</u>								
1998-99	1.0200	6.63	7.15	7.68	8.22	8.75	9.37	0.00
1999-00	1.0225	6.78	7.31	7.85	8.41	8.96	9.58	0.00
2000-01	1.0225	6.93	7.48	8.03	8.60	9.16	9.80	0.00
<u>MEDIA /TECH SPEC/TELECOMM. ASSISTANT</u>								
1998-99	1.0200	7.89	8.37	8.86	9.31	9.77	10.28	0.00
1999-00	1.0225	8.07	8.56	9.06	9.52	9.99	10.51	0.00
2000-01	1.0225	8.25	8.76	9.27	9.74	10.22	10.75	0.00

ARTICLE XXIV
Duration

This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2001. All provisions of this tentative agreement shall be applied retroactively to July 1, 1998.

This Agreement may be opened to negotiations ninety (90) days prior to expiration.

CLARE-GLADWIN I.S.D.
Educational Support Personnel
ASSOCIATION, MEA/NEA

CLARE-GLADWIN RESD
BOARD OF EDUCATION

Alicia Bankus
President

Betty Haggart
President

Judith A. Douglas
Secretary

Margro L. Hill
Secretary

September 4, 1998
Date

September 9, 1998
Date

