

2009-2012

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT

AND THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT  
SUPPORT STAFF ASSOCIATION  
MEA/NEA

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement made as of the date hereinafter set forth by and between the Lewis Cass Intermediate School District, 61682 Dailey Road, Cassopolis, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Lewis Cass Intermediate School District Support Staff Association, MEA/NEA (hereinafter called the "Association").

## **ARTICLE 1 -- PURPOSE AND RECOGNITION**

### **1.1 PURPOSE**

The general purpose of this Agreement is to set forth the wages, hours, and other conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the Association, and the bargaining representatives which shall prevail for the duration of this Agreement.

### **1.2 OBLIGATION TO BARGAIN**

The parties recognize their obligation to bargain pursuant to Act 336, Public Act of the State of Michigan of 1947, as amended.

### **1.3 RECOGNITION**

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time noncertified education support personnel employed by the Lewis Cass Intermediate School District, but excluding all supervisory, confidential staff, secretarial, bus drivers/attendants, together with all temporary per diem substitutes and "long-term substitutes" (not to exceed ninety (90) consecutive days in a bargaining unit position within a single school year unless there are extenuating circumstances and there is mutual agreement between the parties) and all professional staff presently in the professional staff bargaining unit. The Board further agrees that for the duration of this contract, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of the employees.

### **1.4 ASSIGNMENT OF BARGAINING UNIT WORK**

1.41 The Board of Education or its designated representative expressly reserves the right to subcontract with private organizations to provide services or personnel to perform work formerly performed by bargaining unit personnel and that any persons performing such work who are employees of such private organization and not of the Board of Education, shall not be members of the bargaining unit or subject to any provisions of this Agreement.

1.42 Supervisory employees, or nonbargaining unit employees, may perform duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the school district.

1.43 The Board of Education or its designated representative expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in school district affairs and operations. Such organizations may include but are not limited to booster clubs, parent-teacher organizations, student extracurricular clubs or organizations, etc.

## ARTICLE 2 -- CONTRACT INTERPRETATION AND APPLICATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision of this Agreement shall be prohibited by or deemed invalid by a court of competent jurisdiction under such applicable laws and regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

### 2.1 DEFINITIONS

Except as otherwise provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

- 2.11 Day means a day when the school is open and employees are scheduled to report for duty, except that during summer recess or vacation periods, day means a regular business day excluding holidays and weekends.
- 2.12 Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
- 2.13 Party means the Board or the Association.
- 2.14 Employee means a member of the bargaining unit. References to employees using the masculine pronouns shall be deemed to include female as well as male employees.
- 2.15 Association means the Lewis Cass Intermediate School District Support Staff Association (LCISDSSA), consisting of the National Education Association (NEA), and the Michigan Education Association (MEA). This title and its subtitles are for clarification purposes only for use in describing dues deductions and other such actions which may become allowable under the terms of this Agreement.
- 2.16 Paraprofessional means a member of the Association defined in Part 5, of the Revised Administrative Rules for Special Education, Rule 340.1793.
- 2.17 Board means the Board of Education of the Lewis Cass Intermediate School District or its designee.

### 2.2 GENERAL INTERPRETATION

This Agreement shall be interpreted in accordance with the following understandings, namely:

- 2.21 Captions Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- 2.22 Subordination Any individual contract or letter of agreement between the Board and the employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions herein.

### 2.3 APPLICATION

The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed.

### **ARTICLE 3 -- BOARD OF EDUCATION RIGHTS**

- 3.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
- 3.11 Manage and control the school's business, property, facilities and equipment.
  - 3.12 Direct the working forces, including the right to hire, promote, suspend, discharge, or otherwise discipline employees, assign and reassign employees, determine the size of the work force and to lay off employees.
  - 3.13 Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods, schedules and standards of operation and the means, methods and processes of carrying on the work or changes therein and to institute new and/or improved methods or changes therein.
  - 3.14 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - 3.15 Adopt reasonable rules and regulations.
  - 3.16 Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the District.
  - 3.17 Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
  - 3.18 The Administration will work in cooperation with the Association in developing job descriptions for the classifications of paraprofessional, paraprofessional interpreter, custodian and cook.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the 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.

#### **ARTICLE 4 -- ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

4.1 In order to facilitate the administration of this Agreement, the Association may be permitted, in addition to other rights expressly set forth herein or provided by statute, the following privileges.

4.11 School Property The use of school building facilities for meetings, provided such meetings are held at hours other than school day hours and advance permission for such use has been given by the administration.

4.111 Duly authorized representatives of the LCISDSSA and their respective affiliates may be permitted to transact official Association business on school property, provided that such action does not interfere with or interrupt school operations, and provided that the Association abides by the LCISD building use policy.

4.12 School Equipment Use of school equipment is allowable provided there is mutual agreement.

4.121 The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

4.122 District employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the District.

4.13 Limits of Privileges All of the foregoing in Sections 4.11 and 4.12 shall be related exclusively to business involving the members of the LCISDSSA in connection with the Association as their bargaining agent.

4.14 Communication Facilities The Association shall have the privilege to communicate with its membership through the use of designated bulletin boards and internal communication system. This shall not apply to communications which are contrary to law such as the urging of strikes, work stoppages, etc. The Intermediate School District shall not be responsible for sorting or distributing materials at worksites or for payment of any postage. The Association shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

4.15 Employee Representation The parties expressly recognize the right of each employee to freely join or to refrain from joining the Association and no employee shall be discriminated against by reason of his joining or refusing to join the Association. Therefore, it is agreed that a representation fee shall be deducted from the pay of each employee as hereinafter provided, upon prior Board receipt of a duly executed current employee authorization for such deductions, as described herein.

4.151 Representation Fee Selection Each employee shall select one of the following representation fee options:

4.1511 Association Membership Fee The fee shall be all dues uniformly required of members of the Association.

4.1512 Agency Service Fee The fee shall be the amount certified by the Association as the proportionate member cost directly attributable to the costs of collective bargaining representation, administration of this Agreement, and claim adjustments, which fee shall not be greater than dues uniformly required of members of the Association under paragraph 4.1511.

4.1513 Charitable Organization Fee If the employee certifies to the Association in writing that he/she has a religious objection to the payment of an agency service fee, the fee shall be in the same amount as the Agency Service Fee and shall be paid to nonunion, nonreligious charitable organization mutually agreed upon by the employee and the Association in accordance with procedures hereinafter set forth.

If any employee fails to make a selection, he shall be deemed to have selected the payment of the Association Membership.

4.152 Service and Organization Fee Employees Each employee who has paid an Agency Service Fee or a Charitable Organization Fee shall be entitled to representation by the Association on the same terms and conditions as members of the Association, including but not limited to, the administration of the Contract Grievance Procedure.

- 4.153 Method of Payment The Association shall, no later than September 15 of each year, certify in writing to the Board the amount of dues to be deducted from the pay of each employee electing to pay the Association Membership Fee or the Agency Service Fee, which dues shall be deducted in substantially equal biweekly installments to be completed no later than the following June 30<sup>th</sup>. The Board shall transmit within ten (10) days the total aggregate biweekly deductions made to such person as shall be designated by the Association in writing. At the time the Association certifies the amount of annual dues or other fees to the Board, it shall also call to the attention of each employee the provisions of this Article in their copy of the Master Agreement. If an employee electing to pay an Agency Service Fee shall notify the Association within fifteen (15) days of having reviewed the Article with an Association representative that he objects to the legitimacy of such fee, any deductions hereinabove authorized shall be held in escrow by the Association in accordance with the established MEA escrow procedure.
- 4.1531 Where an employee elects the Charitable Organization Fee option, the employee shall pay such fee directly to the organization mutually agreed upon by the employee and the Association and furnish a copy of the receipt thereof to the Association or the employee may authorize a payroll deduction in accordance with procedures established by the Board.
- 4.1532 In the event that an employee electing to pay the Agency Service Fee or the Charitable Organization Fee shall not pay the appropriate fee directly to the Association or the charitable organization, nor authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the appropriate fee from the employee's wages and remit the same to the Association or a designated charitable organization. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.
- 4.154 Exemptions Any employee who was employed by the LCISD prior to the 1987-88 school year shall be exempt from the requirements of this Article. Any employee beginning active employment for the first time within the 1987-88 school year or subsequent year shall be subject to the terms of this Article.

4.155 Indemnification The Association assumes full responsibility for the validity and legality of the provisions herein set forth. If any action is brought against the employer in a court of competent jurisdiction or in an administrative agency or any other legal forum because of its application of this Article, the Association expressly agrees to indemnify and save the Board of Education, including each individual Board Member, harmless against any and all claims, demands, costs, suits or other forms of liability or expense including back pay, all court or administrative agency costs, reasonable attorneys' fees, witness fees, court reports' costs and/or transcript expenses which may arise out of or by reason of action by the Board for the purpose of complying with this Article. The Board shall also reserve to itself the right to stipulate the legal counsel of its choice to represent the Board in any such proceedings or suits.

#### 4.2 ASSOCIATION REPRESENTATIVES

Employees shall be represented by Association Representatives. The Association shall furnish, in writing, to the Board the names of Association Representatives upon their election or appointment. All Association meetings shall be conducted during employee's nonduty hours. An employee may be permitted to engage in Association business with a union officer during the employee's non-student contact hours.

#### 4.3 ASSOCIATION RESPONSIBILITIES

The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board in applying the work standards, schedules, rules and regulations as set forth in this Agreement.

## ARTICLE 5 -- WORK YEAR, WORK WEEK, WORK DAY

- 5.1 The normal work year for school year employees shall be as determined by the Board of Education in its sole discretion from year to year for each classification and employee within each classification. The normal work year for twelve month custodians shall be two hundred sixty (260) days (subject to changes from year to year by the Board in its sole discretion).
- 5.11 The normal work week for all employees shall be Monday through Friday.
- 5.12 The normal work day for all employees shall be as determined by the Board of Education or the Superintendent of Schools, in their sole discretion from time to time. The Board of Education expressly reserves the right to assign all work schedules and to modify same as may be necessary to accommodate changing work loads or conditions experienced by the Intermediate School District, and to do so at any time that the Board may deem such action appropriate.
- 5.13 Classroom paraprofessionals will be allowed to attend and receive compensation for any school-year, evening in-service programs provided by the Employer.
- 5.2 Staff members are eligible for a fifteen minutes break for each three hours of uninterrupted assignment and a thirty minute lunch break with the timing to be mutually agreed upon by the immediate supervisor and employee.
- 5.3 The Board and/or the Superintendent of Schools may, in their discretion, elect to appoint substitutes during the absence of regular employees or when an unfilled temporary vacancy exists.

5.4 EMPLOYEE ATTENDANCE

Employees will be responsible for reporting for duty on all scheduled workdays and shall not be entitled to compensation for days absent unless explicitly so authorized under this Agreement.

5.41 Employees shall be at their building at the regularly established time on days when students are not in attendance except as provided below.

5.411 When the schools are closed due to severe inclement weather or when otherwise prevented to open by an act of God, employees shall be required to report for duty, in accordance with the following procedures:

- A. Twelve month employees are expected to report at the regularly scheduled time.
- B. If a twelve month employee cannot report at their regularly scheduled start time due to weather conditions, such employees will be expected to report by 10:00 a.m. If the employee cannot report by 10:00 a.m., the employee is expected to contact their supervisor to arrange for the possibility of using one of their accumulated annual or vacation days in order to avoid a dock situation.
- C. School year employees do not report to duty except in extenuating circumstances when they may be requested to report for duty.
- D. When the start of the school day is delayed, employees will be required to report to work at such time later than their normal start time equal to the time of the delay.

5.412 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

5.413 A telephone chain/notification system will be instituted for the proper notification of all staff under inclement weather conditions.

- 5.414 In the event that the Board of Education determines it is necessary to schedule additional duty days to 'make up' for duty days canceled under Section 5.411, such additional duty days shall be established in accordance with the following procedures.
- A. Additional duty days shall be scheduled by the Board as nearly immediately subsequent to the end of the school year as practicable; provided however, that the Board shall also take into consideration such factors as coordination of schedules of constituent K-12 school districts, availability of transportation and facilities, and convenience of students and parents. As such, staff must be aware that emergency situations may require an extension of the school year and staff must be available to work.
  - B. Bargaining unit members shall not be entitled to any additional compensation for services performed on or with regard to 'makeup' days scheduled pursuant to Section 5.414, except that, for "school year" employees only, if the total number of duty days actually worked during the year shall exceed the number of duty days for the employee as established in the appropriate school year calendar as issued by the Board for that year, then compensation for any such additional duty days worked in excess of the number established in the appropriate calendar shall be determined by application of the appropriate hourly wage rate as provided in this Agreement.
  - C. The Board of Education shall establish the dates of all necessary 'makeup' days, and publicly announce same, not less than thirty (30) days before the scheduled end of the school year. Unless the ensuing closures occur within the thirty (30) days, then the district will announce the make-up days in a reasonable period of time (within 2 weeks of the last closure).
- 5.415 Employees working in Lewis Cass ISD local school district special education rooms will work the days/hours established by the local school district calendar.

## ARTICLE 6 -- EMPLOYEES RIGHTS AND RESPONSIBILITIES

### 6.1 CITIZENSHIP RIGHTS

An employee is entitled to full rights of citizenship and no religious or political activities of the employee, or the lack thereof, or the private and personal life of an employee shall constitute grounds for discipline or discrimination with respect to the professional employment of the employee, except as such conduct or activity shall materially interfere with the discharge of the employee's professional responsibilities.

6.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. Provided, however, that all claims of violations of rights emanating from provisions of law, regulations or other sources outside the explicit terms of this Agreement shall not be subject to the grievance procedure provided herein, or otherwise enforceable as a 'contract' right under the auspices of this Agreement.

### 6.3 REPRESENTATION

No employee shall be disciplined without just cause. Each employee shall have the right to have a representative of his choice present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation except in an emergency situation when prior notification of a representative is not reasonably possible. In a situation where no other Association member is present to act as a representative, disciplinary action will be limited to the removal of the employee from the situation until such representation can be obtained. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.

#### 6.4 PERSONNEL FILES

The Board of Education shall require that an official personnel file be established and maintained for each employee in accordance with the following guidelines:

6.41 An employee shall have the right to review the contents of his/her personnel file during regular business hours upon twenty-four (24) hours prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Board of Education. At the employee's request, he shall be given a copy of any data he/she needs which is found in his file. Any references received by the Board of Education with the understanding that such references would remain confidential shall not be subject to review.

6.42 After the date of employment, the employee shall be given written notice of the Board's intent to insert any materials in his/her personnel file together with a copy of such materials.

6.43 An employee may request in writing that material which the employee claims to be erroneous be removed from his file. Such written request shall set forth the factual basis for such claim. If the Board shall fail within ten (10) working days from receipt of such a request to reply therewith and/or deny the request, the employee shall have the right to insert in his/her file a written statement, or other relevant material concerning the material to which an objection has been made, and it shall be attached to the material in question. Employees have the right to provide a written rebuttal to any materials placed in the employee's personnel file. The rebuttal shall be attached to the original document in the file.

6.44 By mutual agreement between the employee and the Board, material may be removed from the employee's file after a period of time in which the employee has demonstrated there is no longer a need to be concerned about the matter that was placed on record. Material deemed to be unfavorable to the employee shall not remain in the file for more than five years if the employee has demonstrated there need be no further reason for such documentation unless the removal of such material is in conflict with law. The employee must request in writing the removal of such material.

## 6.5 EMPLOYEE PROTECTION

Any case of physical assault upon an employee by students or others while the employee is on official legitimate ISD business shall be reported in writing as soon as possible to the Superintendent or his designated representative. The Board will render assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall cooperate fully with any Administrative investigation of such incidents.

## 6.6 EMPLOYEE RESPONSIBILITIES

6.61 Safety of Students Each employee shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, an employee shall promptly notify the Administration in writing of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property. Employees shall be responsible for having read and acting in accordance with all Board or administrative safety policies which have been provided to employees in either written or electronic format.

6.62 Appropriate Dress As members of a respected profession and cognizant of their responsibility to represent the ISD to the public and students in a professional manner, all employees will dress in a manner appropriate to their position.

## ARTICLE 7 -- WORKING CONDITIONS

- 7.1 Employees are obligated to promptly report to the employer in writing any and all unsafe or hazardous working conditions.
- 7.2 In cases of illness or absence for any reason, employees must inform the appropriate Administrator no later than the time established in Article 16 of this Agreement (or such other time as the Superintendent of Schools may establish). Failure to give timely notice of absence without an appropriate reason may be grounds for disciplinary sanctions in the sole discretion of the Administration.
- 7.3 The Administration shall continue to support and assist employees who have responsibility for supervising (or assisting with the supervision of) students, with respect to the maintenance, control, and discipline of the students. Such employees shall be individually responsible for the use of sound, mature, and professional judgment in dealing with student problems and will be expected to act in accordance with all applicable statutes and/or regulations in this regard, and shall defer to the direction and judgment of all certificated teachers and professional staff in exercising their responsibilities in this area.
- 7.4 Employees who have responsibility for supervising (or assisting with the supervision of) students may be directed by the Superintendent of Schools, or the Superintendent's authorized Administrative representative, to administer medication to specifically designated students. Employees performing such duties shall comply rigorously with all procedural or other requirements or conditions set forth by the Administration, and shall maintain a comprehensive written record of all such administrations of medication. Bargaining unit members shall be provided with a minimum of one (1) in-service per school year regarding the proper administration of medication. Said in-service shall include special instructions, when appropriate, for such things as injections, catheterization, tube feeding and other health related issues. Such in-service shall take place within thirty (30) work days of hire. Employees shall administer medication only in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician. In the event another adult is not present, it is the employee's responsibility to get another adult prior to administration of medication unless an emergency prohibits the presence of another adult.

## ARTICLE 8 -- EMPLOYMENT STATUS DEFINED

8.1 The Employer and Association recognize two categories of employees. Bargaining unit work shall be performed only by employees in one of the two following categories:

8.11 Full-time: An employee who is employed at least thirty-five (35) hours per week.

8.12 Part-time: An employee who is employed less than thirty-five (35) hours per week.

8.2 The following definitions shall apply:

8.21 "School Year" employees whose work year follows the school calendar, as established by the Board each year.

8.22 "Twelve month" employees are those employed to work on a twelve (12) month basis, regardless of the school calendar.

8.3 EMPLOYEE CLASSIFICATIONS

The following classifications of bargaining unit employees shall be recognized: cooks, custodians and paraprofessionals (including interpreters).

8.4 The employer will provide the Association with written notice within ten (10) working days of Board action when an employee has been hired or terminated.

## ARTICLE 9 -- VACANCIES, TRANSFERS, PROMOTIONS AND QUALIFICATIONS

### 9.1 VACANCIES

For purpose of this Agreement, a vacancy shall be defined as an opening due to a newly created position or to retirement, termination or resignation and which the Board intends to fill. Vacancies exist if there are more positions than employees in a given classification and after all transfers have been made.

### 9.2 POSTING OF VACANCIES

When the Board determines that a "vacancy" will be filled, , the Superintendent shall notify the Association of the vacancy. All vacancies shall be posted internally for a period of ten (10) work days in a conspicuous place in each district building and sent to the Association building representatives in all non-district buildings that house district programs. During summer break the Administration will notify all employees by mail, telephone, or electronic means. A posting shall include the following information:

- A. Classification
- B. Rate of pay
- C. Location
- D. Hours to be worked
- E. Minimum requirements/essential job skills
- F. Deadline for applications

### 9.3 FILLING OF VACANCIES

Employees, if interested in a posted vacancy may apply for the position by presenting a signed and dated copy of the posting to the administration indicated in the posting within time deadlines the Administration may establish in the posting. Within ten (10) working days after the expiration of the posting period, the District shall make known its decision as to which applicant, if any, has been selected. The Association shall be so notified in writing.

9.31 The Board has the right to select the applicant who is the best qualified for a vacant position.

Qualification shall be based upon:

- Certification
- Experience
- Training
- Evaluations
- Other information documented in the employee's permanent file

All these factors being substantially equal as determined by agreement between the Administration and the bargaining unit representative, seniority shall be the determining factor in selection. If the Administration and bargaining unit representative cannot reach agreement, sole decision making shall remain with the administration.

9.32 The Board of Education expressly reserves to itself, and/or the appropriate administrator, the sole authority and discretion, using state guidelines when possible, to determine (1) what "qualifications" shall be required for either appointment to or continued employment in any particular job position or classification, (2) which applicants, if any, for any vacancy are "qualified" for the position in question, and (3) if more than one applicant is "qualified", which applicant is best "qualified".

9.33 The Board has the right not to fill a vacant position in the event it shall determine there is no satisfactory qualified applicant for the position. The Board will repost the position internally and externally for ten (10) days and fill the position at the Board's discretion.

#### 9.4 TRANSFERS

A "transfer" shall be defined as a movement from one position to another position. A change in location of assignment or hours of work shall not be deemed a transfer. All notifications of transfers shall be in writing to the employee with a copy to the Association. If a transfer is for the beginning of a school year, the employee shall be notified prior to the end of the previous school year whenever possible. Training and preparation related to involuntary transfers will be provided at the discretion of the Board of Education/designee.

9.41 In the event of a voluntary transfer from one position to another, the bargaining unit member shall be given a minimum of ten (10) and maximum of thirty (30) work day trial period to demonstrate proficiency. If the bargaining unit member is unable to demonstrate proficiency during the trial period, based on at least one informal observation, he/she shall be transferred to his/her previous position provided the previous position was not abolished. At the option of the affected bargaining unit member, he/she shall be transferred to his/her previous position at any time during the trial period provided the previous position was not abolished.

9.42 For employees who are involuntarily transferred or who have their hours changed, the employer will provide the Association with written notice within ten (10) working days of effective date of action. In relation to an involuntary transfer, the employee and the Association shall, within ten (10) working days from the date of transfer, have the right to request a meeting to discuss or schedule training or assistance subject to 9.3. This meeting shall take place within ten (10) working days of receipt of request.

9.43 The Board of Education expressly reserves to itself, and/or the Superintendent of Schools, the sole discretionary authority to decide whether to grant or deny requests for transfers.

9.44 Bargaining unit members shall not be placed on a lower wage due to transfers within classification, nor shall a bargaining unit member suffer any loss of accrued seniority, vacation, holiday or leave benefits.

9.45 Bargaining unit members shall not experience a reduction or increase of their pay rate as the result of any temporary reassignment.

9.46 Seniority shall be considered when reassigning employees.

#### 9.5 SUMMER SCHOOL ASSIGNMENTS

All personnel assigned to summer sessions, such as but not limited to: the cognitively impaired program(s) at Brookside and North Point Center, or other approved programs, shall be offered employment on a contract separate from the regular school year contract as per the negotiated calendar. Regular school year employees normally assigned to duties which will be extended into summer sessions shall have the first option of signing for said summer session. In the event of more than one eligible application, the selection will be made based on knowledge, experience, (i.e. seniority within CI programs), and merit and will be mutually agreed upon by the MEA representatives and Administration.

## 9.6 TRANSFER REQUEST

An employee may request a transfer. Such a request must be made to the Superintendent or designee. Requests for transfer for the next school year must be made no later than the close of the business day of the last day of the regular school year preceding the request.

## 9.7 ESEA/NO CHILD LEFT BEHIND ACT

9.71 The District and the Association shall agree upon and/or develop the local Lewis Cass ISD Academic Assessment (LCISDAA) for Title I para educators subject to approval of the Michigan Department of Education. The local assessment can fulfill the requirements of the No Child Left Behind Act (20 USC 6319(c)).

Both the Administration and the Union acknowledge that para educator is the language of the ESEA/No Child Left Behind Act. In Article 9, Section 9.5, para educator refers to the Paraprofessional staff defined in Article 2, 2.16.

9.72 If a para educator has been determined by another school district or by the Michigan Department of Education as meeting the requirements of (20 USC 6319(c)) then she/he shall be considered by the District as meeting the requirements.

9.73 Para educators, who were members of the bargaining unit prior to January 8, 2002, and are transferred into a position in a program supported by Title I funds are not “new employees” as defined by ESEA (i.e. They have until January 8, 2006 to meet the requirements of ESEA.).

9.74 Title I para educators (or para educators covered by the ESEA by requirements of the Michigan Department of Education) who elect to meet the requirements through a state approved test shall have the total cost of the test paid by the district on a one (1) time basis, pending prior approval of the Superintendent or designee. Additionally, each bargaining unit member shall have available a one (1) time \$50 reimbursement for test retake costs or additional training required to pass the test as determined by the Superintendent or designee.

9.75 An employee subject to the requirements of (20 USC 6319(c)) who is unable to meet the requirements by the deadline established by law shall be laid off.

An employee laid off pursuant to this section of the contract shall only be eligible for recall to a Title I position upon presentation of having successfully met the requirements under ESEA (20 USC 6319(c)).

9.76 In the event the qualifications change to require additional education or certification, the Board and Association agree to renegotiate costs associated with these required changes.

## ARTICLE 10 -- SENIORITY

- 10.1 Seniority shall be defined as the length of unbroken service within the Bargaining Unit since the last date of hire or transfer into the Bargaining Unit. Seniority is lost when employment is severed by resignation, retirement, transfer out of the Bargaining Unit or discharge for cause. Seniority is subject to the exclusions in 10.3
- 10.2 The Administration shall annually prepare and post the seniority list by October 1. Any grievance or other claim of error in the seniority list as issued by the Administration must be filed within ten (10) work days of the date of issuance. Claims of error not timely made in writing will be conclusively deemed barred, and the issued seniority list will be final.
- 10.3 Employee's seniority shall terminate upon the occurrence of any of the following:
- 10.31 Voluntary quit or failure to return from leave of absence.
  - 10.32 Discharge.
  - 10.33 Retirement.
  - 10.34 Failure to report within five (5) working days upon receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to employee's last address of record.
  - 10.35 Layoff exceeding two (2) years.
- 10.4 Up to three years of seniority and wage scale placement may be reclaimed by mutual agreement between the Association and the Board.

## **ARTICLE 11 -- REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

- 11.1 The Board of Education expressly reserves to itself, and/or to the Superintendent of Schools, the authority to effectuate a reduction in personnel whenever the Board shall in its sole discretion determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall in its sole discretion determine to have made such action necessary or advisable.
- 11.11 In implementing a reduction in personnel, the Board of Education expressly reserves to itself and/or to the Superintendent of Schools, the sole discretionary authority to determine how many employees will be laid off. When laying off employees, the Board of Education will lay off the least senior employee within a classification.
- 11.2 An employee to be laid off shall have been notified at least thirty (30) working days prior to the effective date of layoff, unless the Board shall determine that circumstances make it necessary to give shorter notice.
- 11.3 The Association shall have the right to review the layoff list prior to the effective date of the layoff, if time permits.
- 11.4 In implementing a recall from layoff, the Board of Education expressly reserves to itself and/or to the Superintendent of Schools the sole discretionary authority to determine how many employees (if any) will be recalled, to reinstate the most senior and qualified employee and to impose any necessary reassignments.
- 11.41 Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. The recalled employee must report to work within five (5) calendar days from receipt of notice to report to work unless there is mutual agreement by the parties to extend the five (5) calendar day period. The employer may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and any further rights to employment under this Agreement.

## ARTICLE 12 – COMPENSATION

- 12.1 The beginning hourly wage for employees is as follows:
- 12.11 Hourly wages for 2009-2010 are listed in Appendix B.
  - 12.12 Wages for 2009-2010, 2010-2011 and 2011-2012 will be increased 1% each year except as may be limited by Article 13.
  - 12.13 Levels in the Hourly Rate schedule in Appendix B are based on the school year of the employee's hiring date.
- 12.2 The following conditions shall apply for all overtime work:
- 12.21 Time and one-half will be paid for all hours worked over forty (40) hours within a seven (7) day weekly work schedule. There will be no pyramiding of overtime.
  - 12.22 Paid leave shall count toward hours worked for purposes of accumulation of seniority, but not for purposes of eligibility for overtime pay.
- 12.3 Method of payment:
- 12.31 School year employees shall elect one of the following options at the beginning of each school year:
    - 12.311 22 biweekly pays (pay-to-date).
    - 12.312 26 biweekly pays with the exception of 1st year employees.

### 12.4 REIMBURSEMENT FOR CREDIT

Reimbursement for academic credit shall be on a semester hour basis. Such reimbursement shall be for tuition in a class that is specifically job related or is part of a college or university AA/BA program in which the bargaining unit member is enrolled. Prior written approval from the Superintendent or designee is required. Each year the Board of Education shall allocate a fixed dollar amount dependent upon financial resources, but not less than \$5,000.00 annually beginning July 1. The allocation will be distributed to each qualified participant based on a per credit allocation. If the total requests for reimbursement exceeds the annual allocation per credit, allocations shall be determined by dividing the total dollars allocated, by the total number of credits obtained by the qualified participants.

Disbursement to an individual shall be limited by the actual tuition costs paid.

Certification of course work successfully completed each school year shall include a copy of a grade report showing successful completion of the course. All claims for reimbursement must be submitted prior to the last day in September for course work completed during the summer school session, the last day in January for course work completed during the fall term, or the last day in June for course work completed during the winter or spring session.

Personnel receiving reimbursement agree to remain on the job for at least twelve (12) months following the reimbursement. Failure to remain on the job for at least twelve (12) months will result in the employee reimbursing the ISD for the same amount.

**ARTICLE 13 -- INSURANCE PROTECTION**

13.1 INSURANCE BENEFITS

The Board shall provide hospital and medical insurance for all employees as specified in Appendix A.

13.11 The Board shall provide coverage by an insurance carrier chosen by the Board, the specifications for which shall provide the benefit level equivalent to that detailed in Appendix A. Parties agree that the specifications and insurance of the carrier chosen by the Board does not provide for LCISD paid coverage for abortion services, other than spontaneous abortion or to prevent the death of the woman upon whom the abortion is performed.

13.111 If a program being considered is deemed to be less expensive but has equivalent specifications, yet the Association feels the service may not be equivalent, the Association reserves the right to select the more costly insurance program with the difference in premium being absorbed by the employees.

13.12 As of July 1, 2009 the Board will pay the monthly insurance premium for the insurance plans detailed in Appendix A.

13.13 As of July 1, 2010, the Board will pay the monthly insurance premium including up to 5% increase in the premium over 2009-2010. As of July 1, 2011, the Board will pay the monthly insurance premium including up to 5% increase in the premium over 2010-2011. If the premium increase is greater than 5%, then any increase between 5% and 8% will reduce the wage increase in Section 12.12. The wage increase will be as follows:

If the insurance increase is 0 – 5.09% the wage increase will be 1.00%;

If the insurance increase is 5.10 – 6.09% the wage increase will be .75%;

If the insurance increase is 6.10 – 7.09% the wage increase will be .50%;

If the insurance increase is 7.10 – 8.00% the wage increase will be .25%;

If the insurance increase is greater than 8%, there will be no wage increase.

If the insurance premium increase is greater than 8%, the parties will split equally the premium increase above 8% by use of a Section 125 payroll reduction plan.

13.14 Each “eligible” employee may elect insurance coverage up to full family and/or up to the maximum allowed for an annuity or a combination thereof.

13.15 For the purposes of Article 13, an employee shall be considered "eligible" for the maximum Board contribution toward health insurance premiums as provided in Section 13.12, if (A) he/she is regularly assigned to work five (5) days per week for at least the duration of the "school year" and for at least thirty-five (35) "duty hours" per week, or (B) he/she is regularly assigned to work at least twelve hundred (1200) "duty hours" per year.

13.16 Employees who are regularly assigned to work more than eighteen (18) "duty hours" per week but less than the minimum number of hours required under Section 13.14 for maximum Board contribution to health benefit premiums will be eligible for a pro rata Board contribution toward the cost of health insurance premiums based upon the ratio of the employee's regularly scheduled weekly "duty hours" to the minimum required under Section 13.14 for full Board contribution.

13.161 Employees who are regularly assigned to work less than eighteen (18) "duty hours" per week shall not be eligible for any health benefits.

13.17 As appropriate, and in compliance with IRS Section 125, each full-time employee may elect their desired coverage. Other options may be taken up to \$300/month in lieu of health insurance including an annuity if the employee signs a waiver that health insurance is not needed. Those members not taking health insurance will also be entitled to the Board paid benefits listed in Appendix A under Plan B.

**ARTICLE 14 -- VACATION**

14.1 Full year employees will earn paid vacation days for each month worked as per the following schedule. Paid vacation shall accumulate at the following rate:

- (A) 1-4 years = 2 weeks (1 vacation day earned for every 24 days worked)
- (B) 5-9 years = 3 weeks (1 vacation day earned for every 16 days worked)
- (C) 10 or more years = 4 weeks (1 vacation day earned for every 12 days worked)

14.11 Vacation days shall be earned on an accrual basis, and accrue at the rates shown above. No days of vacation shall be accrued in any month in which the employee does not actively work or be on paid leave for at least eighty percent (80%) of the scheduled working days in that month.

14.2 Vacation time shall be scheduled by the employee's supervisor, subject to the approval in writing of the Superintendent of Schools or the Superintendent's authorized representative. The Superintendent shall consider the importance of maintaining full functioning of all office programs in scheduling employee vacations.

14.21 Vacation days may be taken at anytime throughout the year following the period in which it was earned. Prior approval in writing from the Superintendent of Schools or the Superintendent's authorized representative is required. Vacation days may not be used on a half-day basis, and approved vacation days may not be canceled by the employee without approval in writing from the Superintendent of Schools or the Superintendent's authorized representative.

14.3 Every effort will be made for vacation days to be used within one (1) year of their accrual. If an employee is not able to use vacation days during that time, the employee and their immediate supervisor shall develop an acceptable plan to use the vacation time.

14.4 In case of layoff or a resignation with two (2) weeks' notice, the employee will be paid for all unused vacation accrued to date. In the event any employee leaves the employment of the ISD for any reason and has prior to the time of separation used more vacation days than he/she has accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of vacation. Should a paid holiday occur within an employee's vacation period, the employee will receive the paid holiday benefit and that day will not count as vacation. In the event of illness or injury requiring hospitalization while on vacation, the employee will be placed on sick leave and the remaining vacation rescheduled at a later date.

**ARTICLE 15 -- HOLIDAYS**

15.1 Full year employees shall have the following holidays off with pay, if the holiday falls within the employee's work year:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

15.2 Whenever a holiday falls on a Saturday, the preceding Friday will be designated as the official day off. Whenever the holiday falls on a Sunday, the following Monday will be designated as the official day off. Dismissal time will follow the same schedule as the certified staff.

15.3 Employees shall be paid for the above listed holidays for which they are eligible at their regular rate of pay provided they have worked their last scheduled day preceding and their first scheduled day following the holiday.

## ARTICLE 16 -- PAID LEAVE

### 16.1 GENERAL CONDITIONS

16.11 The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.

16.12 All paid leaves provided under this Article shall be available for use immediately, beginning with the first duty day of each new school year. However, all such days shall be deemed to be earned on an accrual basis, computed at a monthly rate based on twelve (12) months for "twelve month" employees and ten (10) months for "school year" employees. In the event any employee leaves the employment of the ISD for any reason and has prior to the time of separation used more paid leave than he/she has accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of leave.

### 16.2 ANNUAL LEAVE

At the beginning of each school year, each full-time "twelve month" employee shall be credited with fourteen (14) days of 'annual leave' and each full-time "school year" employee shall be credited with twelve (12) days of 'annual leave'. (Part-time employees regularly assigned to at least twenty (20) "duty hours" per week shall be credited with 'annual leave' on a pro rata basis.) Unused paid 'annual leave' portions shall accumulate from year to year to a maximum of one hundred eighty (180) days. A new employee shall not be eligible for annual leave benefits until he/she has first reported for work. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

16.21 Personal Illness or Disability An employee may use all or any portion of their annual leave for scheduled workdays on which he/she is physically incapable of performing his/her normal job duties due to his/her personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

16.211 Flex time/schedule may be available by mutual agreement between employee and administration as long as it doesn't interfere with student contact time. Personal documentation is recommended. Flex time/schedule is to be used within the contract year.

- 16.22 Family Illness An employee may use all or any portion of his annual leave for absence due to illness in his immediate family, to include children, spouse or partner, parents or legal dependents.
- 16.23 Certification of Illness The Administration may require that any employee absent for more than five consecutive days procure a physician's certification of illness or disability at employer's expense. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.
- 16.231 The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article or to verify an employee's ability to safely and satisfactorily perform his assigned duties. PROVIDED, HOWEVER, that such examinations may be required only where the Board or the Superintendent have determined in their discretion that such examination is reasonably necessary, that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against his/her sick leave; and PROVIDED FURTHER, that any such examination shall be at the expense of the Board.
- 16.24 Notification of Illness An employee who knows he will be absent due to illness or disability shall make every attempt to notify his immediate supervisor of the fact at least an hour and one-half prior to the commencement of the duty day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.
- 16.25 Miscellaneous Leave Three (3) of the twelve annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent as soon as possible but no later than five (5) work days prior to the day on which such leave commences, except in cases of emergency or extenuating circumstances. Miscellaneous leave requests are not approved unless written or verbal approval is received by the employee prior to the requested leave date. In an emergency or extenuating circumstances verbal approval may be granted but must be followed up with written documentation.

16.26 Payment of Accumulated Annual Leave Days Upon separation, after 10 years of accumulated employment at Lewis Cass ISD and forty-five (45) days notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to 180 days. For one through ninety days (1-90) the employee will be reimbursed at 60% of his/her daily rate. For ninety-one through one hundred thirty-five days (91-135) the employee will be reimbursed at 70% of his/her daily rate. For one hundred thirty-six through one hundred eighty days (136-180) the employee will be reimbursed at 80% of his/her daily rate. The payment will be made over a three (3) month period following the date of separation or at the employee's option can be paid in the first three months of the following calendar year. Part time employees will receive benefits prorated on a base of 12,880 total hours (number of days x number of hours x 10 years).

### 16.3 FUNERAL LEAVE

An employee may take up to a maximum of five (5) days paid funeral leave per occurrence in connection with a death in the immediate family. For purposes of this section, family is defined as spouse or partner, child, parent, siblings, grandparent or legal dependent. Paid funeral leave for step and in-law relations from the list above will be granted three (3) days. Funeral leave for individuals not in the immediate family shall be allowed and such days will be deducted from annual leave.

### 16.4 JURY DUTY OR COURT PROCEEDINGS

An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a legal proceeding to which neither the employee nor the Association is a party litigant.

16.41 In the event an employee qualifies for leave under Section 16.4, he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

### 16.5 ASSOCIATION LEAVE

At the beginning of each school year, the Association shall be credited with four (4) work days to be used for Association business. Such days will be used at the discretion of the Association upon the approval of the Association President except that no more than three (3) employees will use these days at any one time. A forty-eight (48) hour advance notice shall be given to the Superintendent by the Association President of the intent to use said days. These leave days shall not be cumulative.

## 16.6 SUPPORT STAFF SICK LEAVE BANK

The LCISDSSA shall be authorized to administer a sick bank program under the following guidelines. A report of days credited to the sick bank shall be delivered to the business office prior to October 1<sup>st</sup> of each year. Notice is to be promptly reported to the business office when sick bank days are to be allocated to a qualifying member. Members who have exhausted their accumulated annual leave allowance may make withdrawals from the common bank as determined by the committee and in accordance with guidelines established below. The Association may establish additional guidelines as it deems necessary.

- A. The sick leave bank shall use as guidelines those reasons set forth under excusable leaves of absence as stated in Article 16.21.
- B. Sick leave bank accumulation shall not exceed one hundred and eighty (180) days.
- C. A person withdrawing from membership in the sick leave bank must request such by October 1st and will not be able to withdraw any contributed days. If that person later chooses to again become a member of the sick leave bank, that person will be considered a new member.
- D. Those bargaining unit members who have accumulated the maximum number of days will have all their available days per year donated to the sick bank at the end of the year unless the bank is at 180 days.
- E. Members cannot withdraw days before Sept. 30 of current school year unless contribution was made in previous year and Member signs contribution slip for current year.
- F. Individuals may be granted up to twenty (20) days from the sick leave bank if said days are available. Individuals are only allowed days after having used all of their own paid leave days.
- G. Each new member will contribute two (2) days initially. All other members will contribute one (1) day by October 1<sup>st</sup> of each year.
- H. Members withdrawing days from the sick leave bank will not have to replace those days except as a regular contributing member.
- I. A member withdrawing days from the sick leave bank must submit a statement from a medical doctor stating the employee is unable to return to work. Additional reports must be submitted every ten (10) days. Days must be requested in allotments of five (5) days or more.
- J. A member who is eligible for short or long term disability from any source will not be eligible for sick leave bank usage simultaneously.

## ARTICLE 17 -- UNPAID LEAVES

### 17.1 GENERAL CONDITIONS

The Board of Education expressly reserves to itself and/or to the Superintendent of Schools the sole discretionary authority to grant or deny "unpaid leaves" as described in this Article. It is expressly understood that the Board's decision to grant or deny any specific leave request shall not be considered to establish a "precedent" or "past practice" for purposes of interpretation of the provisions of this Agreement or to in any way obligate the Board to extend similar treatment to any future request for such leave.

17.11 Requests for unpaid leave must be made in writing at least thirty (30) calendar days prior to the requested date to begin such leave.

Requests for leaves of absence shall include the reasons for the leave along with notification of the beginning and ending dates of such leave.

17.12 Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately upon expiration of their leave. This written notification must be received by the Superintendent not less than forty-five (45) calendar days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.

17.13 A leave of absence may be extended upon employee request for up to one (1) year at the sole discretion of the Board of Education.

17.14 No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay his/her own fringe benefits through the Intermediate Office, but the Board of Education shall have no obligation to continue to pay for such fringe benefits while the employee is on unpaid leave status. Provided; however, that the Board may elect to authorize continuation of Board-paid fringe benefits for up to six (6) months of unpaid leave duration, subject to the parties' mutual understanding that any such decision shall not be deemed to establish a 'past practice', or 'precedent' or to otherwise obligate the Board to extend similar treatment in any future circumstances, either to the same employee or to any other employee.

17.15 Seniority shall not accumulate during an unpaid leave of absence except in the case of leave granted under Article 17.21. Unpaid leaves granted under this provision shall be granted for a specific designated period to be determined in the sole discretion of the Board and/or the Superintendent of Schools. Consideration to the impact of the employee's absence on ISD programs will be given in determining the appropriate duration of any particular leave.

17.151 Employees shall have no right or discretion to return from an unpaid leave granted under this Article prior to the expiration date of the leave as originally established by the Board.

17.16 The Board may in its discretion fill the position of an employee who is on a leave of absence with a 'temporary substitute'. 'Temporary substitutes' shall be hired pursuant to a 'temporary substitute contract of employment' to be provided by the Board, the terms of which shall be determined by the Board subject to applicable provisions of law. The 'temporary substitute' shall not be a member of the bargaining unit while serving in such capacity, and upon the expiration or termination of the 'temporary contract of employment', his/her employment shall automatically terminate without further rights under this Agreement or under the 'temporary contract of employment'.

17.17 Leaves granted pursuant to this Article shall not be used to pursue other employment, and acceptance of other employment by the employee during the term of the leave shall be grounds for disciplinary sanctions up to and including discharge of employment at the sole discretion of the Board.

Exceptions may be made to persons seeking to support themselves by accepting employment during this leave by formal written request to the Board.

17.18 Employees returning from a leave of absence during the same school year or returning from the year of leave shall be reinstated in the same or similar position held when the leave began. An employee returning from an extension of leave shall be placed in the first vacancy in the same classification from which the employee went on leave.

17.2 Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board of Education for the following purposes:

17.21 Military Leave An unpaid leave of absence shall be granted to any employee who is called up to active duty, or is drafted for active military duty, or enlists for active military duty in any branch of the armed forces of the United States or the National Guard or Coast Guard while a call-up of military reserves or a draft is in effect.

The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment.

Upon honorable separation from active duty, the employee shall be reinstated with full credit on the salary payment plan for the time in service, not to exceed five (5) years, to the first available vacancy for which they are qualified. However, if the duration of the employee's absence shall be less than ninety-one (91) days, the employee shall be entitled to return to their former position upon return from leave.

A re-employed employee will not suffer a break in service because of military service.

17.22 Family Leave An employee may be granted leave for child care in cases of childbirth or adoption or serious illness or disability of any member of the family. Said leave may be granted for up to a maximum of one (1) school year, but it may be extended at the option of the Board upon the request of the employee.

17.23 Meritorious Leave An employee may be granted a leave for a period not to exceed one (1) school year for other meritorious reasons upon request subject to the following mandatory conditions:

17.231 Employee must have served in his/her capacity for a minimum of two (2) full calendar years.

17.232 The employee must give a written statement of the reasons and intended purposes of the leave satisfactory to the Board.

17.233 The Board, in its sole discretion, determines that the activities to be pursued during the leave will result in a tangible benefit to the ISD sufficient to justify the employee's absence and the adverse impact of such absence upon the programs and activities of the ISD.

## ARTICLE 18 -- GRIEVANCE PROCEDURE

### 18.1 DEFINITION

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement may be processed as a grievance as hereinafter provided. No claim based in whole on rights emanating from any source outside the express provisions of this Agreement may be processed as a grievance or enforced pursuant to this Agreement.

### 18.2 HEARING LEVELS

Information Level: When a cause for grievance occurs, the affected employee(s) shall within seven (7) days request in writing a meeting with his/her immediate supervisor in an effort to resolve the grievance. The request shall specifically state the nature of the problem and relevant information such as dates, times, and such, as well as Articles of this Agreement that have allegedly been violated. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. In the event of an Association grievance, or a grievance involving more than one supervisor, the grievance shall be processed directly at Formal Level 2 of this Article. In either case, the first written notice to the Administration shall be filed within seven (7) days of the time the alleged violation first occurred or of the time the employee or Association should reasonably have known of the alleged violation. The Administration shall be informed that the discussion may be the first step in the grievance procedure. The Administration shall respond within seven (7) days following the conclusion of the meeting.

Formal Level 1: If a grievance is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, it may be formalized as a written grievance. A formalized grievance may be submitted, in writing, within seven (7) days from the response to the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and to the immediate supervisor. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and to the Association.

Formal Level 2: If the grievant is not satisfied with the disposition at Level 1 or if no disposition has been made within seven (7) days of receipt of the grievance, the grievant may file an appeal in writing to the Superintendent of Schools. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance, and the Superintendent or designee, within seven (7) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and to the grievant(s).

Formal Level 3: If the grievant is not satisfied with the disposition of Level 2 or if no decision has been rendered within seven (7) working days after the meeting with the Superintendent or designee, the grievant may file a written appeal with the Board of Education within seven (7) work days. After receiving the written grievance, the Board of Education shall arrange for a hearing on the grievance with the grievant and the Association representatives for the purpose of resolving the grievance. The final decision on the grievance at Level 3 will be rendered by the Board at its next regularly scheduled meeting following the hearing.

Formal Level 4: If the LCISDSSA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted by the LCISDSSA to arbitration before an impartial arbitrator. Submission to arbitration must be made within twenty (20) days after receipt of the Board's disposition. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings except to the extent contravened by the provisions of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other party prior to the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. It is understood by both parties that the decision of the arbitrator shall not be binding on either party, but shall be advisory in nature. The LCISDSSA and the Board will be responsible for their own personal costs as to witnesses, attorney fees, etc. The fees of the arbitrator selected under this provision and such expenses as may be necessarily incurred to conduct the arbitration proceedings shall be borne equally between the parties. Each party shall be responsible for their respective filing fees.

### 18.3 MISCELLANEOUS CONDITIONS

18.31 The term "DAYS" when used in this Article shall be as defined in Article 2.11. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

18.32 Any grievance not initiated within the time limits set forth shall be conclusively deemed permanently waived. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If any answer to a grievance is not received within the time limit set forth, it may be appealed to the next level, as provided herein.

18.33 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.

18.34 Written grievances shall comply with the following requirements at all levels of the grievance procedure:

(A) It shall identify any allegedly aggrieved individual employee(s) and shall be signed by the authorized Association representative.

(B) It shall be specific.

(C) It shall contain a synopsis of the facts giving rise to the alleged violation.

(D) It shall specifically cite all sections or subsections of this contract alleged to have been violated and shall explicitly state how the grieved action is violative of such provisions.

(E) It shall contain the date of the alleged violation.

(F) It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.

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

1. Any matter involving employee evaluation.

2. Any matter for which there is a remedy or recourse under state or federal statutes or at law or equity.

## ARTICLE 19 -- STRIKES AND LOCKOUTS

- 19.1 The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns, stoppages, sit-ins, boycotts, work stoppage of any kind, the concrete failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.
- 19.2 Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries or expenses incurred or suffered by the District. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.
- 19.3 No employee shall willfully absent himself from his position, abstain from the faithful performance of his duties, interfere with the rights and the privileges or obligations of employment, nor resort to a strike, tie-up, or slowdown as set forth in this Article above.
- 19.4 The Association agrees that it will neither take or threaten to take any reprisals, either directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the administration of this contract or any grievance filed thereunder.
- 19.5 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work expediently and quickly as possible by:
1. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their actions.
  2. Deliver immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
  3. Taking such other action which is deemed reasonable and appropriate to bring about compliance with the terms of this Agreement.

## ARTICLE 20 -- GENERAL PROVISIONS

- 20.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment of this Agreement.
- 20.2 Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 20.3 This Agreement supersedes and cancels all previous written Agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 20.4 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 20.5 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 understandings 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 voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- 20.6 DUPLICATION OF AGREEMENT
- Copies of this Agreement entitled "Professional Agreement between the Lewis Cass Intermediate School District and the Lewis Cass Intermediate School District Support Staff Association MEA-NEA" shall be printed at the expense of the Board within thirty (30) days, or as soon thereafter as possible after the Agreement is signed. A copy shall be presented to each employee in the bargaining unit now employed or hereafter employed. Further, the Board shall furnish one (1) copy of the Master Agreement to the Association for its use. The Board shall be reimbursed for any additional copies furnished to the Association.

## **ARTICLE 21 -- DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until the 30<sup>th</sup> day of June, 2012. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

## ARTICLE 22 -- EVALUATION OF EMPLOYEES

22.1 All employees shall be continuously subject to evaluation of their performance of all job responsibilities. The Superintendent of Schools shall have complete discretionary authority to assign responsibility for evaluation of specific employees to such administrators and/or other persons as the Superintendent may designate.

22.2 All new employees will work under a ninety (90) day probationary period. During that time period the supervisor will conduct at least one (1) "formal" observation and review job responsibilities with the employee. The ninety (90) day probationary period can be extended at the discretion of the supervisor for another forty-five (45) days. Evaluations may be based on a variety of input sources, based on the determination of the evaluator as to what information is pertinent, reliable and representative of the employee's normal job performance. Other input sources may include (but are not limited to) "informal observations", statements from employees or other persons who have worked with or observed the employee in the performance of job duties and review of documents or other physical evidence relevant to analysis of the quality and or quantity of work performed by the employee. Teachers acting as immediate supervisors of paraprofessionals may provide input into paraprofessional evaluations but shall not have final responsibility for writing the "Evaluation".

22.21 "Formal observations" are defined as firsthand physical observations by an evaluator of the employee performing his/her duties, specifically scheduled by the evaluator for the specific purpose of observing the employee. Such observations may be scheduled with or without prior notice to the employee and may be conducted with or without the actual awareness of the employee at the time of the observation.

22.211 The evaluator conducting a "formal observation" shall, if possible, complete a written report of his/her observation comments within fifteen (15) school days of such observation and shall provide the employee with a copy of such evaluation.

22.22 "Informal observations" are defined as firsthand physical observations by an evaluator of the employee performing his/her duties, which occur spontaneously or during the course of the evaluator's own daily duties, or which are otherwise not deliberately scheduled for the specific purpose of observing the employee in question.

22.3 Criteria for evaluation of non-probationary employees shall be as established by the Administration in such job descriptions, evaluation report forms and other such written documents as may be from time to time issued by the Administration (notice of any amendments or changes in such documents shall be given to any affected employees). In addition, employees shall be subject to evaluation with regard to their performance of any specific goals or tasks which may be assigned to them by any person in authority, and employees shall be subject to evaluation with regard to their improvement (and efforts to improve) in response to any areas in which they have been given constructive criticism or been negatively evaluated. A remedial plan will be developed and a reasonable time allowed, based on the nature of the deficiency, for the employee to correct such deficiency before final evaluative action based solely or predominantly on said deficiency shall be imposed. In addition, employees shall be evaluated with regard to general areas of employee quality including (but not limited to) attitude, responsibility, reliability, punctuality, consistency of performance, self-discipline, willingness to accept responsibility and/or learn new skills and other such criteria.

22.31 An alternative evaluation can be the ability to participate in a team development process. The primary purpose of this evaluation process is to identify specific ways an employee may increase their effectiveness in the classroom and as a member of the school community and to identify any areas of needed improvement, areas of growth and any areas of perceived strength.

22.32 Employee conduct or activities outside of the job shall not generally be considered in the evaluative process; EXCEPT that in the event that such conduct negatively impacts on the employee's effectiveness in the performance of job duties, such decrease in effectiveness may be considered in evaluating the employee.

22.4 Upon receipt of the "Evaluation" the employee shall sign the file copy of the report. Such signature shall mean only that the employee acknowledges receipt of his/her copy of the report and shall not be construed to represent agreement with the evaluative conclusions in the report.

Upon written request, employees may be granted a conference with the employee's supervisor to review the contents of the "Evaluation". Such conference shall be scheduled at the earliest time convenient to the supervisor.

If a bargaining unit member disagrees with an evaluation, he/she may submit a written response directly addressing the areas of (and reasons for) disagreement, which shall be attached to the copy of the evaluation contained in the personnel file.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives as of 4/14/10.

LEWIS CASS INTERMEDIATE  
SCHOOL DISTRICT  
SUPPORT STAFF ASSOCIATION MEA-NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
MEA Uniserv Director

LEWIS CASS INTERMEDIATE  
SCHOOL DISTRICT  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

## APPENDIX A

### **PLAN A – For employees electing health insurance:**

Health:	MESSA Choices II with \$10/20 RX (Includes \$5,000 Basic Term Life with AD&D)	
Negotiated LTD:	60% Max. Mon. Salary \$4,167 \$2,500 Maximum Monthly Income 90 Calendar days modified fill Alcohol/Drug – Same as any other illness Mental/Nervous – Same as any other illness Family Social Security Offset 2 year Own Occupation	5% Minimum Payout Survivor Income Benefit – NO Pre-Existing Condition Waiver – YES COLA – NO Education Supplement Program – NO Maternity Coverage, Rehabilitation Benefits Freeze on Offsets – YES
Negotiated Life:	\$10,000	\$10,000 AD&D
Vision:	VSP-1	Plan year is July to July
Delta Dental:	6298-0009	50/50/50: No Ortho; \$1,000 Class I, II & III Max. Cleanings: 2

### **PLAN B - For employees not electing MESSA health insurance:**

Health:	None	
Negotiated LTD:	60% Max. Mon. Salary \$4,167 \$2,500 Maximum Monthly Income 90 Calendar days modified fill Alcohol/Drug – Same as any other illness Mental/Nervous – Same as any other illness Family Social Security Offset 2 year Own Occupation	5% Minimum Payout Survivor Income Benefit – NO Pre-Existing Condition Waiver – YES COLA – NO Education Supplement Program – NO Maternity Coverage, Rehabilitation Benefits Freeze on Offsets – YES
Negotiated Life:	\$10,000	\$10,000 AD&D
Vision:	VSP-1	Plan year is July to July
Delta Dental:	6298-0010	50/50/50: No Ortho; \$1,000 Class I, II & III Max. Cleanings: 2
Annuity/Cash option	\$300 per month	

## APPENDIX B

Level	Year	2008-2009 Hourly Rate (Reference Only)	2009-2010 Hourly Rate	2010-2011 Hourly Rate (Note 1:)
1	1	10.07	10.17	10.27
1	2	10.07	10.17	10.27
1	3	10.07	10.17	10.27
2	4	11.35	11.46	11.58
2	5	11.35	11.46	11.58
2	6	11.35	11.46	11.58
3	7	12.79	12.92	13.05
3	8	12.79	12.92	13.05
3	9	12.79	12.92	13.05
4	10	13.38	13.51	13.65
4	11	13.38	13.51	13.65
4	12	13.38	13.51	13.65
5	13	14.12	14.26	14.40
5	14	14.12	14.26	14.40
5	15	14.12	14.26	14.40
6	16	15.19	15.34	15.50
6	17	15.19	15.34	15.50
6	18	15.19	15.34	15.50
7	19	15.83	15.99	16.15
7	20	15.83	15.99	16.15
7	21	15.83	15.99	16.15
8	22	16.68	16.85	17.02

Note1: 2010-2011 wage rates subject to adjustment based on health insurance rate increases as detailed in Article 13.13 of this agreement.

## APPENDIX C

Level	Year	2009-2010 Hourly Rate (Reference Only)	2010-2011 Hourly Rate (Note 1:)	2011-2012 Hourly Rate (Note 1:)
1	1	10.17	10.27	10.37
1	2	10.17	10.27	10.37
1	3	10.17	10.27	10.37
2	4	11.46	11.57	11.69
2	5	11.46	11.57	11.69
2	6	11.46	11.57	11.69
3	7	12.92	13.05	13.18
3	8	12.92	13.05	13.18
3	9	12.92	13.05	13.18
4	10	13.51	13.65	13.79
4	11	13.51	13.65	13.79
4	12	13.51	13.65	13.79
5	13	14.26	14.40	14.54
5	14	14.26	14.40	14.54
5	15	14.26	14.40	14.54
6	16	15.34	15.50	15.66
6	17	15.34	15.50	15.66
6	18	15.34	15.50	15.66
7	19	15.99	16.15	16.31
7	20	15.99	16.15	16.31
7	21	15.99	16.15	16.31
8	22	16.85	17.02	17.19

Note 1: 2010-2011 & 2011-2012 wage rates subject to adjustment based on health insurance rate increases as detailed in Article 13.13 of this agreement.