

Master Agreement

between the

Lapeer County Intermediate School District

and the

*Lapeer Intermediate
Educational Support Personnel (LIESP) -
an affiliate of the MEA/NEA*

2008 - 2011

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ARTICLE 1

RECOGNITION

- 1.1 The Board of Education of the Lapeer County Intermediate School District (hereinafter called the "Board" or "District"), hereby recognizes the Michigan Educational Support Personnel Association through its local affiliate, Lapeer Intermediate School District ESP (hereinafter called "LIESP") as the sole collective bargaining representative for the purpose of negotiating an agreement with respect to wages, hours, terms and conditions of employment for all full-time or part-time Custodians, Housekeepers, Instructional Aides, and Educational Transcribers employed by the Board, excluding co-op and work-based students, short-term and temporary positions, substitutes (if less than sixty (60) consecutively scheduled workdays), supervisors, positions that are funded primarily by grant dollars, and all other employees.
- 1.2 Whenever it can be reasonably determined that a bargaining unit position will be available for a period of sixty (60) or more consecutively scheduled workdays, an employee will be hired and become a Member of the bargaining unit with full rights, benefits, and obligations of this Agreement, unless otherwise agreed to in writing by both parties; however, the layoff provisions of this Agreement will not apply to such Members who are hired to replace Members on leave.
- 1.3 Whenever a substitute is employed in a single bargaining unit position for sixty (60) or more consecutively scheduled workdays, the substitute shall become a member of the bargaining unit. Only the salary and seniority provisions of this Agreement shall be retroactive to the initial date of employment.
- 1.4 The Board shall not negotiate with or recognize any other organization other than the LIESP for the duration of this Agreement.

ARTICLE 2

GRIEVANCE PROCEDURE

- 2.1 Definitions:
 - A. A grievance is defined as a claim by a member(s) or LIESP that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
 - B. All time limits herein shall consist of workdays. Time limits may be extended only upon written mutual consent of the parties. Workdays for Instructional Aides are defined as those days outlined by the regular and extended year calendars. Workdays for all other members shall not include Saturdays, Sundays, Holidays or days when the member is not regularly scheduled to work.
 - C. All grievances and dispositions shall be completed in writing on the form set forth in this Agreement. *See Appendix B.* LIESP shall be provided the appropriate copies of this form.
 - D. Written grievances as required herein shall contain the following:
 1. Signature(s) of the grievant(s);
 2. A statement of the facts giving rise to the alleged violation;
 3. Citation(s) of the section or subsections of this Agreement that has been allegedly violated;
 4. Date of the alleged violation; and
 5. The relief requested.

2.2 Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any member with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or the officers or area representatives of LIESP.

2.3 Procedure:

Level I (Issues Meeting) - LIESP and the Administration shall attempt to resolve the conflict through direct discussion between the parties involved. Said discussion shall take place within five (5) workdays of the event giving rise to the conflict absent exigent circumstances. LIESP Representative(s) may participate in any such discussion. Administration shall respond within ten (10) workdays of said discussion. The verbal discussion may be documented by either party in a written memo and signed by the grievant or LIESP and the appropriate Administrator.

Level II (Administrator) - If no resolution is reached at Level I, the grievance shall be submitted in writing to the appropriate Administrator within twenty (20) workdays from its occurrence or said grievance shall be considered null and void. Within ten (10) workdays of receipt of the grievance, the Administrator and/or the Administrator's representative shall meet with the grievant(s) and LIESP Representative(s) in an effort to resolve the grievance. Within ten (10) workdays of said meeting, the Administrator or the Administrator's Representative shall provide a written copy of their disposition to LIESP.

Level III (Superintendent) - If the grievant(s) or LIESP is not satisfied with the disposition of the grievance upon completion of Level II, or if no disposition has been provided within the timelines set forth under Level II, LIESP or the grievant(s) may file an appeal with the Superintendent or designee. Said appeal shall be filed either within ten (10) workdays of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level II. Failure to file an appeal within these timelines shall be considered an automatic withdrawal of the grievance by the grievant(s) and/or LIESP. Within ten (10) workdays of the receipt of the appeal, the Superintendent or designee shall meet with the grievant(s) and LIESP Representative in an effort to resolve the grievance. Within ten (10) workdays of said meeting, the Superintendent or designee shall provide a written copy of their disposition of the grievance to LIESP.

Level IV (Board of Education) - If the grievant(s) or LIESP is not satisfied with the disposition of the grievance upon completion of Level III, or if no disposition has been provided within the timelines set forth under Level III, LIESP or the grievant(s) may file an appeal with the Board of Education of the Intermediate School District. Said appeal shall be filed either within ten (10) workdays of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level III. Failure to file an appeal within these timelines shall be considered an automatic withdrawal of the grievance by the grievant(s) and/or LIESP. Within ten (10) workdays of the receipt of the appeal, or the next regularly scheduled Board meeting, whichever is sooner, the Board shall meet with the grievant(s) and a LIESP Representative in an effort to resolve the grievance. Within ten (10) workdays of said meeting, the Board shall provide a written copy of their disposition of the grievance to LIESP.

Level V (Mediation) - If LIESP or the Board is not satisfied with the disposition of the grievance upon completion of Level IV, or if no disposition has been provided within the timelines set forth under Level IV, the dissatisfied party may request mediation with the Michigan Employment Relations Commission. Said request shall be made either within ten (10) workdays of the receipt of the disposition of the

grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level IV.

Level VI (Arbitration) - If LIESP is not satisfied with the disposition of the grievance upon completion of Level IV or, if no disposition has been provided within the timelines set forth under Level IV or, the result of the mediation under Level V, LIESP, if further action is to be pursued, shall notify the Superintendent, in writing, within ten (10) workdays of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level IV, or within ten (10) workdays of the result of the mediation under Level V, that the grievance is to be submitted to arbitration before an impartial arbitrator. Failure to submit a demand for arbitration within these timelines shall be considered an automatic withdrawal of the grievance by LIESP. LIESP agrees not to submit for arbitration a grievance filed on behalf of a probationary employee. *See Article 7.1, Section B.*

The American Arbitration Association guidelines shall govern the arbitration proceedings, including the selection of the arbitrator. Both parties agree that the decision of the arbitrator shall be final and binding, subject to the right of the Board or LIESP to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect. The fees and expenses of the arbitrator shall be shared equally by the parties.

- 2.4 Powers of the arbitrator are subject to the following limitations. The arbitrator shall have no power to:
- A. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - B. Establish salary scales.
 - C. Interpret State or Federal law unless specifically referred to in this Agreement.
 - D. Where no financial loss has been incurred, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
 - E. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event upon which the grievance is based.
- 2.5 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Any grievance upon which a disposition is not made by the District within the time limits prescribed, or any extension which may have been mutually agreed to, shall be referred by LIESP to the next step in the grievance procedure. Any grievance not carried to the next step by LIESP within the prescribed time limits, as set forth in this Article or such extension which may have been agreed to, in writing, shall be considered automatically withdrawn.
- 2.6 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 2.7 Rights to Representation:
- A. LIESP shall designate a representative to be present at all formal levels of the grievance procedure when requested by the grievant.
 - B. LIESP has the right to initiate Association Grievances. These grievances may be initiated at either Level I or II, depending on where the decision being grieved originated. Grievances filed at Level II must be filed in writing within twenty (20) workdays from the alleged occurrence.

- C. LIESP shall have the exclusive right to determine whether or not to process a grievance by an employee or group of employees at Level V and VI of the grievance procedure.

2.8 General Provisions

- A. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.
- B. Information necessary to the determination and processing of any grievance shall be furnished upon request.
- C. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the members.

ARTICLE 3
MANAGEMENT RIGHTS

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, invested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: The Management and control of school properties, facilities, grades and courses of instruction, material used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement and applicable State, Federal Constitutions, Statutes, Rules and Regulations.

ARTICLE 4
ASSOCIATION RIGHTS

- 4.1 LIESP and its representatives shall be permitted to use designated rooms in ISD-operated buildings on regular school days for LIESP business between 7 a.m. and 10:30 p.m., provided that this shall not interfere with or disrupt normal school instruction and that there are rooms available. When special custodial services are required, the Board may make a charge. All rooms desired for use by LIESP shall have the prior approval of the Administration.
- 4.2 LIESP may use the designated school facilities and equipment with approval from the Administration. The District will be reimbursed by LIESP for materials consumed, rental cost for leased equipment and repair when damaged as a result of their use.
- 4.3 LIESP may post notices of activities and matters of Association concern on designated bulletin boards and designated mailboxes, at the Education and Technology Center and other ISD designated areas of instruction, so long as such distribution does not interfere in the normal operation of the work area or individual job performances. Such material may include campaign material from local, state or national levels and said material may be posted on the bulletin boards if the bulletin boards are not in a public area normally accessible to students. Material unfit for viewing by the general public or subversive to the District shall not be posted.

- 4.4 Duly authorized representatives of LIESP shall be permitted to transact official Association business on approved areas of school property, provided that this shall not interfere with or disrupt normal school operations. Notification shall be made to the designated Administrator when representatives of LIESP enter the premises to conduct Union business, provided such business does not occur during assigned hours of work. The rights granted herein to LIESP shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.
- 4.5 Whenever LIESP officials or their designees are scheduled by mutual agreement during working hours to participate in meetings, grievance hearings, or negotiations, they shall suffer no loss of pay. When possible and if necessary, substitute service shall be provided.
- 4.6 The Board and LIESP agree that there shall be no discrimination against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee membership in LIESP, participation in collective negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement.
- 4.7 The Board agrees to make available to LIESP, in response to reasonable requests, available information which is compiled in an established form or report which is a matter of public record.
- 4.8 Employees covered by this Agreement shall have telephone facilities available for their reasonable use. The cost of personal long distance calls will be the responsibility of the caller.
- 4.9 Prior to the adoption of any revision or addition to Board Policy, LIESP shall be forwarded a copy of the proposed revision or addition.
- 4.10 LIESP officials may confer with Members who work on different shifts or in different areas during work hours as long as the officials have obtained permission from their supervisors and the supervisors of the members with whom they wish to confer and there are no students present. Permission shall not be unreasonably withheld by the supervisors.

ARTICLE 5

AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS

- 5.1 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, join LIESP or pay a service fee to LIESP equivalent to the amount of dues uniformly required of members of LIESP, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to LIESP, or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 12.277(7), and at the request of LIESP, deduct the service fee from the bargaining unit member's wages and remit same to LIESP. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to LIESP, or its designee, no later than ten (10) days following deduction.
- 5.2 If any bargaining unit member paying service fees hereunder objects to the expenditure by LIESP, (including MEA or NEA) of any funds collected from him/her pursuant to provision 5.1, such bargaining unit member may present such objection pursuant to MEA policy. However, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof, pending final determination thereunder. The remedies set forth in such policy shall

be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of an exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- 5.3 LIESP agrees to indemnify and save the Board, including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken or not taken by the Board, or in reliance upon signed authorization cards or lists furnished to the Board by LIESP for the purpose of payroll deduction or dues, or for the purpose of complying with this Agreement, subject to the following:
- A. LIESP, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or other tribunal.
 - B. LIESP has the right to choose the legal counsel to defend any such suit or action.
 - C. LIESP shall have the right to compromise or settle any claim made against the Board under this section.
- 5.4 Any bargaining unit member who is a member of LIESP, or who has applied for membership, may sign and deliver to the District, an assignment authorizing deduction of dues, assessments and contributions in LIESP, as established by LIESP. Such authorization shall continue in effect from year to year, unless revoked according to the procedures outlined in the MEA (ESP) constitution/bylaws and administrative procedures. Pursuant to such authorization, the District shall deduct a pro-rata amount for such dues, assessments and contributions from each regular salary check of the bargaining unit member beginning in September and ending in June of each year.
- 5.5 LIESP shall, at least fourteen (14) days prior to the second paycheck of the fall semester of each year, give written notification to the Superintendent of the amount of its dues, which are to be deducted in the coming school year under such dues authorizations. Dues shall be deducted in twenty (20) equal installments, commencing in September of each year. Monies so deducted shall be remitted to LIESP, or its designee, no later than ten (10) days following deduction.
- 5.6 Payroll Deductions - The Board agrees to make payroll deductions upon written authorization from employees for the following programs approved by the Board:
- A. Credit Union
 - B. Annuities:

The District offers a 403(b) and Section 125 Plan. Participation in these plans is universally available on a voluntary basis. The vendor list shall include companies mutually agreed upon by LIESP, other bargaining unit members, non-bargaining unit employees and the Board. A minimum of five (5) District employees must request the same company before it will be considered for addition to the vendor list. Vendors in current use by Members will not be eliminated from the plan unless the vendor refuses to comply with IRS code mandates or the District's plan as adopted by the Board. The total number of companies shall not exceed ten (10) at one time. Members may contribute to no more than two (2) companies during any given pay period.
 - C. Insurance:
 - 1. In order to obtain the insurance premiums of contributing employees who do not receive paychecks in July and August, additional equal deductions will be made in May and June.

2. Contributing employees on approved leaves of absence whose benefits are being continued must pay their share of the premium before the twenty-fifth (25th) of each month for coverage during that month.

5.7 The Board shall advise LIESP of all additions and deletions of unit members as they occur.

ARTICLE 6

MEMBER RIGHTS AND PROTECTION

- 6.1 The parties recognize that the classroom shall not be used to advocate the member's religious or political philosophy.
- 6.2 Nothing contained within this Agreement shall be construed to deny or restrict to any member or the Board, rights contained in the Michigan General School Laws, or other applicable laws or regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.
- 6.3 In cases of disability resulting clearly from work-related injury or illness as determined by the Administration, the combination of Workers' Compensation payments, long term disability (LTD) payments, and gross payroll for the period of disability shall not be less than seventy-five percent (75%) of the normal gross pay which would have been earned during the same period and further in the event the disability is less than the required days for Workers' Compensation payment, the member will receive the member's normal gross pay and no charges will be made against personal sick leave accumulation. The member will apply for LTD. However, in no instance shall payroll reimbursement be made when Workers' Compensation and LTD is equal to or greater than seventy-five percent (75%) of the normal gross pay for said period.
- 6.4 The use of corporal punishment is prohibited. However, members may use reasonable and necessary force to remove dangerous weapons from students or to maintain discipline when the immediate safety of another individual is threatened.
- 6.5 The Board will reimburse replacement costs not covered by the Member's personal insurance for loss or damage of clothing or personal property sustained while in the line of duty on or off District property unless the Member's negligence contributed to or directly caused the loss or damage. Members are strongly discouraged from bringing or wearing personal items that are of significant value.
- 6.6 Cases of assault upon employees in pursuit of their duties shall be promptly reported to the designated Administrator. The Board may consult its legal representative before advising employees of their obligation with respect to said matter and shall render reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- 6.7 If an employee is sued because of disciplinary action, the Board may consult its legal advisor before advising the employee of the employee's obligations concerning the matter. The Administration shall assist the employee in their defense, provided the employee acted in a reasonable manner and in accordance with applicable Administrative Rules and Board Policy.
- 6.8 Time lost by employees in connection with an incident mentioned in Sections 6.5 and 6.6 shall not be chargeable against the employees' accrued sick leave, nor shall any employee suffer a loss of wages unless the employee's absence is the result of injury, or the employee is proven negligent.

- 6.9 Instructional Aides shall not be required to perform the responsibilities of medical personnel absent exigent circumstances. In the event an Instructional Aide is required to perform the responsibilities of medical personnel, proper instruction shall be provided and a witness shall be present.

ARTICLE 7

SENIORITY AND REDUCTION OF PERSONNEL

7.1 Seniority

- A. Seniority is defined as the length of continuous years on the LIESP seniority list as of the Member's first day of work. Seniority will be granted in half (.5) or full (1) credits. To qualify for a half (.5) credit of seniority, a Member must work at least forty-five (45) full days in a regular year semester in either a part-time position or a full-time position. Employees working three (3) or more hours per day will receive credit for a full day. Employees working less than three (3) hours will receive credit for a half day. For purposes of longevity, Members shall be given credit based on a percentage of days worked in relation to the number of negotiated workdays.
- B. All seniority earned prior to the effective date of this agreement will be retained and applied as previously earned.
- C. In the event two (2) or more individuals have equal seniority, the first day of work as a bargaining unit member will determine seniority rank. If a tie still exists, a drawing will be held in the presence of a LIESP Representative to determine position on the seniority list.
- D. Probation
1. *Current Members in New Classifications:* All Members covered by this Agreement shall be considered to be in a probationary period during the first one-hundred twenty (120) workdays in a classification. Members who do not successfully complete their probationary periods shall be returned to their former positions, if said positions have not been eliminated; if said positions have been eliminated, the Member shall be placed on immediate layoff without thirty (30) days written notice.
 2. *New Employees:* All new employees covered by this Agreement shall be considered to be new probationary employees during the first one-hundred twenty (120) workdays. During the probationary period, the District, in its sole discretion, shall have the right to dismiss or terminate any new probationary employee. An employee so terminated shall not have recourse to the grievance procedure set forth in this Agreement. Upon successful completion of the probationary period, the new employee's seniority shall be calculated from the first day of work.
- E. Loss of all seniority shall occur when a Member either 1) retires, 2) resigns, 3) is discharged for just cause which is not reversed, 4) fails to report to work within ten (10) calendar days from receiving a written notice of recall from layoff, 5) is off the active payroll for any reason for a period of two (2) years, or the length of the Member's seniority, whichever is less, or 6) refuses an offer of a permanent position within the same classification that the Member held at the time of layoff.
- F. Seniority shall continue to accrue for not more than one (1) year during a leave of absence, as defined by this Agreement.

- G. By October 1st of each year, the District shall provide the LIESP President with a copy of the complete seniority list for each classification. The LIESP President shall notify the District of any concerns within fifteen (15) workdays. Copies of the corrected seniority list shall be posted by November 1st. Members shall have fifteen (15) workdays to submit a written challenge to the list to the District. Challenges not submitted during this period will not be considered. Challenges that have been ruled upon previously by the District shall not be reconsidered at a later date.
- H. A Member transferring to a different classification shall maintain seniority in the previous classification and shall accrue seniority in the new classification.

7.2 Displacement of Instructional Aides

- A. In cases of a decline in classroom enrollment, or other unforeseen circumstances, the Instructional Aide(s) with the least bargaining unit seniority assigned to that classroom shall be the first to be displaced and re-assigned involuntarily to a vacant position if one exists. If a vacant position does not exist, the displaced Instructional Aide will bump the least senior Instructional Aide on the seniority list.
- B. The Board reserves the right to require displaced Instructional Aides to undergo training and/or re-training at the expense of the Board during the regular workday.
- C. In the event two (2) or more classrooms are combined, the most senior Instructional Aide(s) on the seniority list affected shall have the choice of the remaining positions(s).

7.3 Layoff

- A. Members who are to be laid-off will be notified as soon as possible and in no event will be provided less than thirty (30) days written notice. The word "layoff" shall mean a reduction in the work force due to a decline in student enrollment, lack of funds, elimination of a position, or other unforeseen circumstances.
- B. Classifications of Members include the following:
 - 1. Custodians;
 - 2. Instructional Aides;
 - 3. Housekeepers; and
 - 4. Educational Transcribers.
- C. Layoff, should it be necessary, shall take place by classification based on seniority according to the following procedure:
 - 1. Probationary;
 - 2. Non-probationary;
 - 3. Member who is to be laid-off in one classification and who has acquired seniority in another classification may bump the least senior Member in that classification; and
 - 4. If more than one Member in a classification is laid-off, the affected Members shall select from available positions in accordance with their seniority. The following stipulations will apply:
 - a. The position involves the same or greater number of work hours, unless the laid-off Member will accept less;
 - b. The laid-off Member has more seniority; and
 - c. The Member satisfies the posted qualifications.
- D. Laid-off Members shall be given preference over new hires to available bargaining unit vacancies in other classifications, provided they meet the posted qualifications. If a laid-off Member fails to

satisfactorily complete the probationary period in the other classification, the laid-off Member shall remain on the layoff list for the previous classification.

- E. Should the Board reinstate a position that has been eliminated, or fill a position that has been allowed to remain vacant, the Member who previously held said position, if not on layoff, shall be offered the position before it is posted.
- F. Members who are involuntarily in-active (i.e., on layoff or non-permanent assignment has ended) who wish to work as substitutes shall submit a written request within thirty (30) days of their last day of work indicating they would like to be placed on the substitute list. Such Members shall be called on a rotating basis for short-term assignments (1-4 days). Employees called for short-term assignments will remain in the position until the point at which it can be determined that the position will be of a duration of five (5) or more days. For assignments of five (5) or more days, see Article 7.4.

7.4 Recall

- A. Laid-off Members shall be recalled in reverse order of layoff within each classification; the most senior Members shall be recalled first. Laid-off Members shall not be mandated to accept short-term, temporary, or long-term positions. For purposes of this provision, the definitions below will pertain to employment status:
 - 1. Short-Term: 1-4 days;
 - 2. Temporary: 5-29 days;
 - 3. Long-Term: 30 or more days in a single position that is not permanent; and
 - 4. Permanent position.
- B. The Board shall give written notice of recall from layoff by sending a certified letter to said Member's last known address. It is the responsibility of each Member to notify the Board of any change in address. If a Member fails to respond to the notice within seven (7) calendar days from the date of receiving the notice, it shall be considered a voluntary resignation. If a Member is unable to accept a position upon notification by the Board, the Member may request a leave of absence.
- C. Members shall be eligible for recall for a period of time equal to their seniority, but not more than two (2) years from the date of layoff.

ARTICLE 8

VACANCIES AND TRANSFERS

- 8.1 Vacancies are defined for purposes of this Agreement as available positions occurring under the following circumstances;
 - A. When a new position is created;
 - B. When a position is vacated; or
 - C. When a part-time position becomes a full-time position.
- 8.2 *Instructional Aides and Educational Transcribers.*
 - A. When a vacancy arises or is anticipated for either a Long-Term or Permanent Instructional Aide, Administration will post an internal notice of same ("Internal Posting") for three (3) workdays, and forward a copy of the Internal Posting to LIESP. If the qualifications on the Internal Posting are

changed, Administration will re-post the Internal Posting containing the revised qualifications ("Revised Posting") for three (3) workdays, and forward a copy of the Revised Posting to LIESP. Postings will contain the following information:

1. The type of program;
2. Number of workdays;
3. Hours;
4. Building; and
5. Teacher's name (if known).

- B. Except as otherwise provided for in this Agreement, a bid meeting for Instructional Aides will be held the fourth (4th) workday following the posting of either an Internal or a Revised Posting. A vacancy shall be filled with the most senior Member who "bids" on the vacancy and the process will continue in that fashion until all vacancies are filled.
- C. A Member that is not in attendance at the bid meeting may give written authorization to any other Member to bid for them during the bid meeting.
- D. Any vacancies left unfilled after the bid process may be filled with laid-off Members and then outside applicants.
- E. A Member who successfully bids on a long-term position that subsequently becomes a permanent position shall retain the position (i.e., a bid meeting will not be held.)

8.3 Internal Postings will be sent to Members on layoff and leave, as well as to Members not working the extended year during the summer.

8.4 *Involuntary and Emergency Transfers.*

Administration may transfer Members on an involuntary/emergency basis for good cause. Administration and LIESP shall attempt to reach a mutually agreed upon solution. If no mutual agreement can be reached, the Member with the least bargaining unit seniority will be transferred.

8.5 *Extended Year Positions.*

- A. Positions in which services are provided to students beyond the regular year shall be considered extended year positions.
- B. Extended year positions will be filled on a voluntary basis in accordance with Section 8.5(D).
- C. The procedure for filling extended year positions shall be as follows:
 1. A minimum of forty-five (45) calendar days prior to the start date, Administration will post internal notices of the available extended year positions ("Internal Postings") for seven (7) workdays, and forward copies of said postings to LIESP. Interested Members will be required to submit internal applications. Members selected to fill the positions will be notified within seven (7) workdays of the posting deadline.
 2. Personnel for extended year positions will be hired in the following order:
 - 1st Instructional Aides who hold the positions during the regular year;
 - 2nd Instructional Aides who do not hold the positions during the regular year; and
 - 3rd Non-LIESP Members.

Individuals interested in filling extended year positions will be required to submit an application.

8.6 *Long-Term, Non-Permanent Positions*

Whenever a vacancy in a long-term, non-permanent position occurs (i.e., the position has definite starting date and a definite ending date) the filling of said vacancy shall occur in the same manner as the filling of a vacancy in a permanent position except that the posting will also specify the ending date.

The layoff provisions of this Agreement will not apply to Members who are hired to fill long-term, non-permanent positions; however, Members that are filling long-term, non-permanent positions will be notified as soon as possible and in no event will be provided less than two (2) weeks written notice of the assignment's ending date.

ARTICLE 9

SCHOOL CALENDAR AND HOURS

- 9.1 The calendar shall consist of 185 regular year days. At least one (1) Member designated by LIESP and at least one (1) Member designated by LISEA will meet with Administration to negotiate workdays that are not mandated by law to be adopted by the District, at its discretion, (i.e., Winter and Spring Breaks), as well as the make-up of "Act of God" days/hours. The calendar shall, at a minimum, provide for the number of student instructional days and/or hours as required by the Revised School Code and any pertinent Special Education laws and/or administrative rules. "Act of God" days/hours shall be made up as required by law.
- A. In the event that the Lapeer Community Schools does not schedule students for make-up days at the end of the regular year, when the days would otherwise have been made up, regular year Instructional Aides will not have to work or suffer loss of pay.
 - B. The make-up of Act of God days will be rescheduled without additional pay.
- 9.2 No employee shall be required to work more than three and one-half (3½) consecutive hours without a minimum of one (1), ten (10) minute break. If it is not possible to arrange this break, the employee will be compensated for this break time. This break will not occur at the beginning or the end of the day.
- 9.3 The Instructional Aides' workday shall consist of six (6) hours and forty-five (45) minutes, plus a thirty (30) minute unpaid, duty-free lunch period during the regular year.
- 9.4 Full-time custodial employees shall work eight (8) hours per day. Each employee shall be entitled to an unpaid, duty-free lunch period of at least thirty (30) minutes and two (2) paid, fifteen (15) minute breaks daily. The timing of the breaks and the timing and length of the lunch period will be arranged by the designated Administrator.

Shifts

The shifts for Custodians and Housekeepers shall be as follows:

1. First – starting time on or after 4:00 am and before 12 noon
2. Second – starting time on or after 12 noon and before 8:00 pm
3. Third – starting time on or after 8:00 pm and before 4:00 am

The District agrees not to adjust a Custodians schedule for the purpose of avoiding the payment of a shift premium.

9.5 School and Building Closings:

A. *Instructional Aides.*

When the Education and Technology Center is closed because of inclement weather or other emergency (i.e., an "Act of God"), Instructional Aides shall not be required to report for work or suffer loss of pay.

When students attending the Education and Technology Center are dismissed early because of inclement weather or other emergency (i.e., an "Act of God"), Instructional Aides shall be dismissed within ten (10) minutes after the departure of their assigned students without loss of pay.

When the Lapeer Community School District is closed before the regular school day begins due to inclement weather, the Education and Technology Center shall be closed and affected Instructional Aides shall not be required to report for work or suffer loss of pay.

B. *Custodians and Housekeepers.*

When the District Offices are closed because of inclement weather or other emergency (i.e., an "Act of God"), scheduled Custodians may be required to report to work. In this event, they shall be paid at the rate of one and one-half (1½) the regular hourly wage for all hours worked that day. If they are not required to report to work, they shall not suffer loss of pay.

When the District Offices are closed because of inclement weather or other emergency (i.e., an "Act of God"), scheduled Housekeepers shall not be required to report to work, but they shall not be paid. In this event, they may choose to use an undefined leave day for compensation purposes.

When the Education and Technology Center is closed because of inclement weather, but the District Offices are open, if weather conditions between a Custodian's or Housekeeper's normal place of residence and their work station make it impossible to report to work, the Custodian or Housekeeper shall contact their immediate supervisor concerning their inability to report for work. In this event, they may choose one of the following options to account for their absence:

1. Use a personal business day (Custodians);
2. Use a vacation day (Custodians);
3. Take a no-pay day (Custodians or Housekeepers) or
4. Use an undefined leave day (Housekeepers).

C. Instructional Aides and Educational Transcribers using a sick or personal business day shall not have that day charged against them when school is closed. The parties recognize that employees shall not be compensated for days rescheduled by the local District(s).

D. Members assigned to local districts shall follow the schedule of the local district to which they are assigned.

9.6 A Member shall notify the proper Administrator, or the Administrator's designee, at least one (1) hour prior to the Member's normal reporting time when the Member will be unable to report to work, except in an emergency when it may not be possible or practical for the Member to provide such advance notice.

ARTICLE 10

WORKING CONDITIONS

- 10.1 If possible, custodians shall be given a one (1) week notice before shift changes.
- 10.2 Paychecks shall be available to all employees after 11 a.m. on the normally scheduled payday.
- 10.3 The Board will continue to provide air-conditioned classrooms during the extended year schedule.
- 10.4 Attempts will be made to employ substitutes when custodians are absent.
- 10.5 First aid kits shall be provided in custodial areas.
- 10.6 Work in excess of forty (40) hours shall be compensated at time and a half.

ARTICLE 11

LEAVES OF ABSENCE

11.1 Paid Leaves

A. *Sick Leave Days*

1. Each Instructional Aide and Educational Transcriber will be granted ten (10) sick leave days per year. Part-time Instructional Aides and Educational Transcribers will receive a pro-rated amount of sick leave days based on full-time equivalency (FTE).
2. Each full-time Custodian will be granted twelve (12) sick leave days per year. Part-time Custodians will receive a pro-rated amount of sick leave days based on full-time equivalency (FTE).
3. Misc.
 - a. Accumulated sick leave days beyond ninety (90) shall be paid at the end of the fiscal year in accordance with Appendix A.
 - b. Members who have worked a minimum of one (1) year shall be paid the rates in Appendix A for accumulated sick leave days upon separation.
 - c. Members will be notified by October 1st of each year of the number of sick leave days carried over from the preceding year.
 - d. Any Member may use all or any portion of their sick leave days for emergency leave, or to recover from their own illness or disability. Emergency leave may be used for accident or major illness in the Member's immediate family or for making arrangements for medical or nursing care for a member of their immediate and extended family.
 - e. Immediate family shall be defined as the Member's spouse, or the Member's or Member's spouse's mother, father, step-parents, sibling or step-sibling, children or step-children and other legal dependents living in the household.
 - f. Extended family shall be defined as the Member's, or the Member's spouse's grandparents or grandchildren.

B. *Sick Leave Bank*

1. There shall be established a reserve of sick leave days for use by all Instructional Aides, Educational Transcribers and full-time Custodians in a Sick Leave Bank ("Bank").
2. Said Bank shall be established and maintained by a mandatory contribution of one (1) day per Member. Bank days shall accumulate from year-to-year. Additional Member

contributions shall be made only when the Bank contains less than one-hundred (100) days.

- a. Days granted will be considered borrowed and will be repaid to the Bank.
- b. Days will be repaid to the Bank at a minimum rate of three (3) days per year until repaid in full.
- c. If a Member's employment is terminated before the days are repaid to the Bank, any remaining days owed will be deducted from the Member's balance of sick and personal business leave days.
- d. The use of days from the Bank shall be granted upon approval of a committee of three (3) representatives appointed by LIESP, consistent with the rules adopted by the committee.
- e. A Member will not be able to apply for days from the Sick Leave Bank until their own accumulated sick and personal business leave days are depleted.

C. *Bereavement Leave*

1. Members will be allowed to use up to five (5) workdays without loss of pay for a death in the immediate family. These days shall not be deducted from a Member's sick leave bank.
2. Members will be allowed to use up to three (3) workdays without loss of pay for a death in the extended family.
3. Members will be allowed to use one (1) workday *per year* without loss of pay for a death of a person that is not in either the immediate or extended family.

D. *Jury Duty*

Any Member subpoenaed or summoned to jury duty shall be paid full salary for each workday of absence, providing that court fees less mileage and meal allowance are refunded by the Member to the Board. The Board reserves the right to ask that the Member be excused from said jury assignment.

E. *Personal Leave Days*

At the beginning of the regular year, or upon employment, each Regular Year Instructional Aide and Educational Transcriber shall be credited with two (2) personal leave days. On July 1st, full-time Custodians shall be credited three (3) personal leave days each. Part-time Custodians will receive a pro-rated amount of personal leave days based on full-time equivalency (FTE.) Any Member planning to use a personal leave day shall request approval from Administration by submitting the appropriate form at least three (3) days in advance, except in cases of emergency when the three (3) day notice requirement is impossible or impractical to meet. Members shall not have to provide explanations as to the reasons for their requests. Personal leave days will not normally be granted before or after a holiday or recess. Personal leave days not used will be credited to a Member's accumulated sick leave.

F. *Association Days*

In the event LIESP requests to send up to two (2) representatives to local, state or national conferences conducted by the MEA or NEA to further its own professional purpose or other business leave pertinent to LIESP affairs, said representatives shall be excused 1) providing the frequency does not impair the quality effect of classroom instruction and 2) providing that said request has been submitted to the designated Administrator for approval as soon as possible prior to the leave. LIESP will reimburse the District for the cost of substitutes when provided.

G. *Unpaid Leaves*

1. An unpaid leave of absence (i.e., without pay or fringe benefits) may be granted by the Board for up to one (1) year when requested by the Member for the following reasons:
 - a. Childcare, including paternity and/or extended adoption;
 - b. Prolonged illness in the immediate or extended family; or

- c. Education. A Member must have at least two (2) or more years of seniority in order to request an educational leave.
2. Other types of leaves may be granted at the discretion of the Board.

H. *Undefined Leave Days*

1. Each Housekeeper will accrue eight (8) hours of leave for every one-hundred sixty (160) hours worked. Leave time may be used for any purpose.
2. Accumulated undefined leave days beyond ninety (90) shall be paid at the end of the fiscal year in accordance with Appendix A.
3. Members who have worked a minimum of one (1) year shall be paid the rates in Appendix A for accumulated undefined leave days upon separation.

I. *Medical Condition*

1. The Board shall pay the wage of a Member who has a medical condition resulting in the Member's absence beyond forty (40) workdays until the ninetieth (90th) calendar day unless the Board paid LTD plan covers those days. A Member who suffers from a medical condition after previously being absent due to the same or similar affliction, shall be considered to be on a continuation of the previous medical leave, unless the member had actively worked full-time for a period of at least six (6) months between both medical leaves.
2. Members who are unable to perform their duties due to medical conditions and who have exhausted their sick leave days for which they are eligible or leave granted in accordance with the Family Medical Leave Act shall be placed on extended medical leave, which is an unpaid leave of absence, subject to the return provisions of Article 11.5.
3. The Board agrees to pay the premiums for the Member's insurance coverages (medical, vision, dental, life, and long-term disability) for one (1) year, effective the 1st day the Member begins the long-term disability leave, while the Member is on long-term disability leave unless said premiums are either waived or paid for by the long term disability carrier. A Member whose long-term disability leave extends beyond one (1) year must pay the premiums for the Member's insurance coverages.

11.2 Other leaves, or extensions of leaves, may be granted at the discretion of the Board, upon written request.

11.3 During an unpaid leave, the Member's previously earned sick leave days shall be maintained.

11.4 Both parties recognize the importance of good attendance habits, and in order to encourage such habits, Administration may invoke the following measures under circumstances of unusually high individual absenteeism:

For uses of sick leave days that are more than five (5) consecutive days in duration, the member may be required to provide documentation, including a physician's statement, detailing the nature of the member's, or member's immediate or extended family member's illness and/or disability and;

Disciplinary action may be imposed on Members abusing their sick leave day allowance.

11.5 Return from Leave

A. *Medical*

A Member returning from a medical leave of absence shall be returned to the same previously held position (i.e., same classroom or same shift) for the period of up to six (6) months from the initial date of the leave. If the position has been eliminated, or if the Member has been on leave for more than six (6) months, the Member shall be returned to the permanent position held by the Member with the lowest seniority in the classification that the returning Member

held prior to going on leave, providing the Member being bumped has less seniority with the District than the Member returning.

B. *Leaves other than Medical*

A Member returning from a leave of absence, other than a medical leave, shall be returned to the same previously held position for the period of up to two (2) months from the initial date of the leave. If the position has been eliminated, or if the Member has been on leave for more than two (2) months, the Member shall be returned to the permanent position held by the Member with the lowest seniority in the classification that the returning Member held prior to going on leave, providing the Member being bumped has less seniority with the District than the Member returning. However, no bumping will be allowed if there is a vacancy in the classification that the Member held prior to going on leave. In that case, the Member shall be returned to the vacant position. Requests to return from a leave early will be considered on a case-by-case basis and granted at the discretion of Administration. If the leave has been extended beyond one year, the Member may return to work at semester break (September, January and July) provided the Member has the requisite seniority and meets job requirements.

11.6 Salary Deductions

Any Member may be granted, upon prior approval, time off without pay (i.e., no-pay day) for purposes not covered by Article 11, as long as the Member submits a request for said leave at least three (3) workdays prior. Seniority shall accrue for personal, uncompensated absences, for a period up to one-hundred (100) hours between the period of July 1st and June 30th each year this Agreement is in effect.

11.7 Vacation time, no-pay days, or other requests for leave will be reviewed within three (3) workdays of the request.

11.8 Involuntary Sick Leave

The Board may require a Member to submit to a physical or mental examination by a physician of the Board's choosing at the Board's expense to determine whether involuntary sick leave is warranted. Except in unusual circumstances when appropriate specialists are not available, the examination will be conducted in Lapeer or Genesee Counties.

The District agrees to arrange for transportation to and from the specialist if the appointment is outside either Lapeer or Genesee Counties.

11.9 Family Medical Leave Act (FMLA)

When appropriate, leave that qualifies for protection under FMLA shall run concurrently with other types of medical-related leave.

ARTICLE 12

SCHOOL IMPROVEMENT

12.1 School Improvement Committees

A. Participation by the member is voluntary.

B. If school improvement committee meetings or activities are scheduled during an employee's regular workday and the employee is released from duties, it shall be without loss of pay to attend the meetings.

ARTICLE 13

PERSONNEL FILES

- 13.1 Reference to "personnel file" shall refer to the file maintained at the Board of Education's office that contains all records of the Board pertaining to the Member, excluding initial reference, originating after initial employment.
- 13.2 Each Member shall have the right, upon request, to review the contents of their personnel file. A representative of LIESP may, at the Member's request, accompany the Member to this review.
- 13.3 Members will be notified of any materials to be placed in their personnel files and given a copy of same. If a Member believes the material placed, or to be placed, in the Member's file is inappropriate or in error, the Member may receive adjustment through the grievance procedure if adequate cause is shown, whereupon the material shall be corrected or expunged from the Member's personnel file.
- 13.4 If a Member is requested to sign material to be placed in the Member's personnel file, the Member's signature shall be understood to indicate the Member's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- 13.5 If a complaint is to become a part of a Member's personnel file, it shall be signed by the complaining party. For purposes of this Agreement, a complaint is a formal written document submitted for the purpose of expressing a concern involving a Member.
- 13.6 After two (2) years of satisfactory evaluations, disciplinary material will be expunged from the file except for those materials required by law to be maintained.

ARTICLE 14

DISCIPLINE OF EMPLOYEES

- 14.1 No Member who has been employed by the District for more than one-hundred twenty (120) workdays shall be disciplined without Just Cause. Any such discipline by the Board or its representatives shall be done in privacy. The Member shall be informed of the basis for disciplinary action and will be provided with the information concerning the basis for action. When such action is to be taken, the Member will be informed of the purpose of the meeting and will be entitled to representation by LIESP. When a request for such representation is made, it is the employee's responsibility to arrange for the representative to be present at the meeting scheduled by Administration. The Administration shall inform the Member that the Member has the right to have an Association representative present.
- 14.2 Complaints directed toward a Member that warrant investigation must be called to the Member's attention through verbal communication as soon as possible and through written communication within seven (7) workdays of when the complaint was brought to the Member's attention through verbal communication. Such complaints shall be investigated and acted upon within thirty (30) workdays. If disciplinary action is not warranted, such complaint will be destroyed. *See Article 13.5*
- 14.3 The parties recognize the merits of progressive discipline. The Board agrees to follow a progressive discipline scale, which includes the following steps: Verbal warning (which will be reduced to writing and labeled as such), written warning, written reprimand, suspension with or without pay, and discharge. Administration reserves the right to impose the level of discipline appropriate to the seriousness of the offense committed. Prior progressive disciplinary actions within the two year (2)

limit described in Article 13.6 (even if offense is unrelated) shall be considered when deciding on the appropriate level of discipline to impose. In addition, oral advisories, which are *non-disciplinary* in nature, and therefore not subject to the grievance procedure, may be issued at Administration's discretion. All formal discipline shall be signed by the Member and placed in the Member's personnel file. *See Article 13.4.*

ARTICLE 15

EVALUATIONS

LIESP and the District agree that a joint association and management committee composed of at least two (2) members from each party will be formed to establish an evaluation process, including objective criteria and written format, for all classifications covered by this Agreement. Furthermore, LIESP and the District agree that said committee shall meet no later than ninety (90) days following the ratification of this Agreement. Finally, LIESP and the District agree that should the committee fail to establish an evaluation process within ninety (90) days of the ratification of this Agreement; the District will be allowed to establish an evaluation process at its discretion. The timelines set forth above may be extended upon the mutual written agreement of LIESP and the District.

ARTICLE 16

BARGAINING UNIT MEMBER SELF IMPROVEMENT

- 16.1 The parties support the principle of continuing education for Bargaining Unit Members.
- 16.2 In-Service Days
- A. Instructional Aides and Educational Transcribers will participate in the county-wide in-service day, generally scheduled in October.
 - B. In the event that in-service days are held outside the Lapeer County Intermediate School District, expenses will be provided or reimbursed in accordance with District policy.
 - C. In-service days shall be scheduled during normal work hours and are considered workdays for salary purposes.
 - D. In-service may include visiting other school programs or facilities as approved by Administration.
 - E. All in-services scheduled during working hours shall be made available for all bargaining unit employees to the extent feasible.

ARTICLE 17

CONTINUITY OF OPERATIONS

- 17.1 Both parties recognize the importance of uninterrupted operation of the instructional program during the school year. The LIESP agrees that neither it nor any of the employees in the LIESP, during the period of this Agreement, will participate in, authorize, assist or support any strike, slowdown, sanction work stoppage of any kind in this District, including "mass sickness" or any concerted or group activity which has the effect of withholding, in full or in part, any services unless the Board refuses to implement an arbitration award issued in accordance with this Agreement, after the appeal procedures

have been completed. In the event of any violation, the Board may take whatever disciplinary action it deems appropriate, including discharge. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

- 17.2 In the event of any such violation of this Article, the LIESP shall endeavor to return the employee to work as expediently and quickly as possible by:
- A. Taking prompt, affirmative action to prevent strikes or picketing or any other action as described above by notifying the employees and the public that the LIESP disavows their action;
 - B. Delivering 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
 - C. Taking such other action that is reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE 18

COMPENSATION

- 18.1 The annual and/or hourly wages for employees shall be set forth in Appendix A, Wages and Fringes.
- 18.2 Year round employees (i.e., Custodians and Housekeepers) shall receive twenty-six (26) bi-weekly pays. Instructional Aides shall have the option of twenty-two (22) or twenty-six (26) bi-weekly pays. Instructional Aides wishing to switch from twenty-two (22) to twenty-six (26) pays or vice versa, must notify the payroll office by August 1st of that year. It is understood that certain years will result in either twenty-three (23) or twenty-seven (27) bi-weekly pays.
- 18.3 Employees shall not be required to work more days than the negotiated regular and extended year calendars require without additional compensation. Compensation shall be based on their hourly rate for said days.
- 18.4 Absences resulting in no pay shall be deducted as follows:
- Hours* Absent x Hourly Equivalent (*see Appendix A*) = Amount of Deduction
- * For periods of absences less than a full quarter hour (i.e., fifteen (15) minutes), rounding up to the next quarter hour will occur. E.g. 1 hour and 12 minutes = 1 hour, 15 minute deduction; 2 hours and 35 minutes = 2 hour, 45 minute deduction.)
- 18.5 Mileage reimbursement for use of personal automobiles on approved District business shall be reimbursed at the IRS rate. The rate will be provided in writing by the Board.
- 18.6 Custodians and Housekeepers shall be reimbursed up to one-hundred dollars (\$100) for the purchase of appropriate footwear (i.e., steel-toed shoes/boots).
- 18.7 All employees shall receive forty-five dollars (\$45) per year for each accumulated sick leave day beyond ninety (90) at the end of each fiscal year.

- 18.8 Non-probationary full and part-time Members who have completed six (6) months of employment will advance to the next pay step on the first (1st) scheduled workday of the regular school year.

ARTICLE 19

INSURANCE PROTECTION

- 19.1 The District will provide to eligible Instructional Aides, Educational Transcribers and Custodians, as well as their eligible dependents, the following benefits: medical, vision, and dental. The District will also provide to eligible Instructional Aides, Educational Transcribers and Custodians long-term disability and life insurance for the Member only. Only Instructional Aides, Educational Transcribers and Custodians whose normal work-shift is thirty (30) or more hours will be considered eligible.

In addition, The District will provide to eligible Housekeepers upon obtaining four (4) years of seniority in that classification single coverage medical, vision, dental, long-term disability and life insurance. Only Housekeepers whose normal work-shift is thirty (30) or more hours will be considered eligible.

Furthermore, the District shall solicit four (4) or more bids every three (3) years in accordance with the Public Employees Health Benefit Act; however, the plan(s) and carrier(s) shall be of LIESP's choosing. LIESP must inform the District of the plan and carrier selected by May 31st of each year. Said plan shall go into effect on July 1st of each year.

- 19.2 With respect to each contract year during this Agreement, the maximum allowance in each category to be paid by the District will not be more than six percent (6%) of the previous year's maximum allowance in each category.

2008-09

The maximum allowance for each Member in 2008-09 for medical is \$1,161.76 and for non-medical is \$187.70.

2009-10

The maximum allowance for each Member in 2009-10 for medical is \$1,231.47 and for non-medical is \$198.96.

2010-11

The maximum allowance for each Member in 2010-11 for medical is \$1,305.36 and for non-medical is \$210.90.

Should the actual cost to the District for the above listed fringe benefits exceed the maximum allowance, it is agreed and understood that each member shall be responsible for the difference. The difference shall be paid in the form of an employee contribution through payroll deductions. Said deductions shall begin with the first (1st) pay of the regular year calendar and end with the last pay of the regular year calendar.

- 19.3 Members electing to receive non-medical benefits only will be paid a cash option of one-hundred fifty dollars (\$150) per month during the time coverage is not in effect. The payment of cash options will begin the month that the District would have begun paying insurance premiums had the employee elected to receive both medical and non-medical benefits.
- 19.4 Members losing medical insurance coverage under a spouse's plan at any time during the regular or extended year will be eligible to resume medical insurance coverage under this Agreement and will no

longer receive a monthly cash option. In this event, Members must enroll under the District's medical insurance coverage within thirty (30) calendar days of the date of loss.

- 19.5 The Open enrollment period for medical insurance coverage is October 1st thru October 24th. Changes made during the open enrollment period will take effect December 1st.
- 19.6 No bargaining unit member shall have duplicate medical insurance coverage under both the District's medical insurance and medical insurance coverage of a spouse or other family member. Upon signing of this Agreement, each bargaining unit member shall be required to complete a statement indicating whether or not the member has dual coverage. Members who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and to drop the District's coverage, or to continue coverage under the District's policy. If coverage with the District is elected, the Member must certify to the District that the member has been dropped from other coverage. Should a Member fail to make the election in a timely fashion, the District shall have the right to drop the Member from the District's coverage with thirty (30) days notice to the Member. In addition, failure to comply with this Article may result in disciplinary action being imposed.
- 19.7 Members who are covered under another medical insurance policy must provide written authorization to permit the District to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.
- 19.8 Members who maintain duplicate medical coverage contrary to the terms of this provision shall be required to reimburse the District for the cost of the District-provided coverage for all months in which duplicate medical coverage was maintained by the Employee, said reimbursement to be made by payroll deductions.
- 19.9 Members whose spouses have mandatory medical care coverage are exempt from this Article.

ARTICLE 20

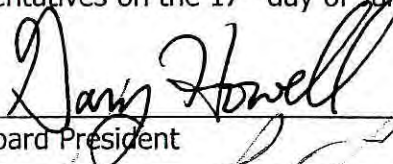
MISCELLANEOUS

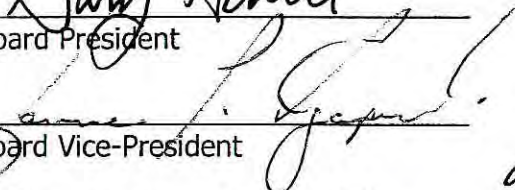
- 20.1 This contract shall supersede any rules, regulations, or practices which shall be contrary to, or inconsistent with its terms.
- 20.2 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- 20.3 Should the District be combined with one or more other Districts, the Board shall provide written recommendations for continued employment for all employees.

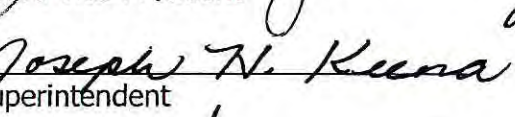
ARTICLE 21
DURATION OF AGREEMENT

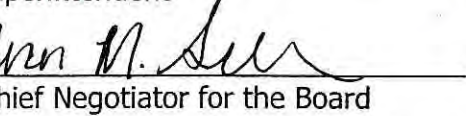
- 21.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the LIESP, 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 referred to, or covered in this Agreement, even though such subject or matter 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.
- 21.2 If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- 21.3 Copies of this Agreement shall be printed by the Board, at its expense, within thirty (30) days of ratification, and shall be provided to the Bargaining Unit Members now and hereafter employed by the Board. The LIESP shall be provided with an additional twenty-five (25) copies.
- 21.4 All Articles of this Agreement shall be effective upon ratification through June 30, 2011.

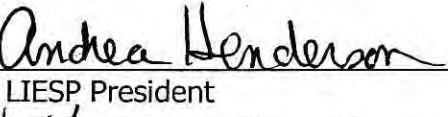
IN WITNESS WHEREOF, the parties have executed this three (3) year Agreement by their duly authorized representatives on the 17th day of June, 2010.

BY: 
Board President

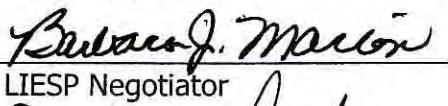
BY: 
Board Vice-President

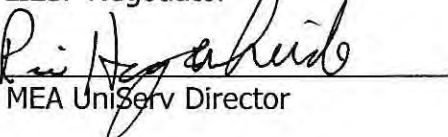
BY:  as
Superintendent

BY: 
Chief Negotiator for the Board

BY: 
LIESP President

BY: 
LIESP Negotiator

BY: 
LIESP Negotiator

BY: 
MEA UniServ Director

APPENDIX A

WAGES, LONGEVITY, HOLIDAYS AND VACATION

I. Instructional Aides and Educational Transcribers

A. Salary Schedule

Step	2008-09 (+2%)		2009-10 (+.5%)		2010-11 (+0%)	
	Annual/Hourly Equivalent		Annual/Hourly Equivalent		Annual/Hourly Equivalent	
0	\$18,589.36	\$13.50	\$16,945.54	\$13.57	\$16,945.54	\$13.57
1	\$20,218.03	\$14.69	\$18,431.55	\$14.76	\$18,431.55	\$14.76
2	\$21,706.30	\$15.77	\$19,792.69	\$15.85	\$19,792.69	\$15.85
3	\$23,152.45	\$16.82	\$21,103.88	\$16.90	\$21,103.88	\$16.90
4	\$24,710.93	\$17.95	\$22,527.45	\$18.04	\$22,527.45	\$18.04
5	\$26,171.12	\$19.01	\$23,863.61	\$19.11	\$23,863.61	\$19.11
6	\$27,631.31	\$20.07	\$25,187.29	\$20.17	\$25,187.29	\$20.17

Annual amount based on 185 days @ 6.75 hours/day (1,248.75 hours total)

B. Longevity

Any Instructional Aide or Educational Transcriber whose employment with the District is discontinued during the course of a year shall be paid a pro-rated amount.

0 – 6 years	None
7 years	\$250
8 – 11 years	\$350
12 – 15 years	\$400
16 – 19 years	\$450
20 years and over	\$500

Longevity pay is based upon completed years of service in accordance with seniority accrual.

If by June 30th the requisite number of years has been completed, payment will be made on the second (2nd) pay of September.

C. College Credits

In order to receive compensation for college credits earned, the course for which the college credit was earned must be work-related. A course is work-related if it has a direct relationship to the job duties and responsibilities of the position.

If a Member has earned a degree that is work-related, than all credits earned towards the degree will be considered. However, if a Member has earned either a degree that is non-work related or any college credits, extra compensation for credits earned will be considered on a course-by-course basis.

For the first thirty (30) college credits earned, an upward adjustment of three-hundred dollars (\$300) will be made to the employee's annual wage. Said adjustment will occur in September following the completion of the fiscal year during which the requisite credits were earned.

For the next thirty (30) college credits earned, an upward adjustment of six-hundred dollars (\$600) will be made to the employee's annual wage. Said adjustment will occur in September following the completion of the fiscal year during which the requisite credits were earned.

- D. Unused Sick Leave Days at end of Fiscal Year and upon Termination
The rate is forty-five dollars (\$45) per day.

II. Full-time Custodians

- A. Hired before July 1, 1980
 2008-09 Hourly (+2%): \$20.97
 2009-10 Hourly (+0.5%): \$21.08
 2010-11 Hourly (+0%): \$21.08

- B. Hired on or after July 1, 1980

Step	2008-09 Hourly Rate (+2%)	2009-10 Hourly Rate (+0.5%)	2010-11 Hourly Rate (+0%)
0	\$16.09	\$16.17	\$16.17
1	\$18.22	\$18.31	\$18.31
2	\$20.51	\$20.61	\$20.61

- C. Shift Differential
A twenty-five cents (\$.25) shift differential shall be paid to second (2nd) and third (3rd) shift Custodians. The payment of shift differentials is contingent upon the actual work of eight (8) hours per day and forty (40) hours per week

- D. Vacation
Vacation time is awarded July 1st based upon completed years of service as of June 30th. An employee may carry over up to one-half (1/2) of a year's award of vacation to the following year with the approval of their supervisor.

1. Hired before July 1, 1980: 5 weeks
2. Hired on or after July 1, 1980:

1 - 4 years	2 weeks
5 - 9 years	3 weeks
10 - 19 or more years	4 weeks

E. Holidays

Full-time Custodians shall be entitled to a total of eleven (11) days off with pay for Holidays during the fiscal year. The specific Holidays and number of days is as follows:

4 th of July	2
Labor Day	1
Thanksgiving	2
Christmas	2
New Years	2
Good Friday	1
Memorial Day	1

In the event a full-time Custodian works on a day that is designated as a Holiday, the Custodian shall be able to take a future day off with pay during that same fiscal year.

F. Longevity

1. Hired before July 1, 1980: five-hundred dollars (\$500) to be paid on the second (2nd) pay of July. Longevity pay is based upon anticipated completion of years of service; therefore, any Custodian whose employment with the District is discontinued during the course of a year shall be expected to reimburse the District a pro-rated amount.
2. Hired on or after July 1, 1980: Any Custodian whose employment with the District is discontinued during the course of a year shall be paid a pro-rated amount.

0 – 6 years	None
7 years	\$250
8 – 11 years	\$350
12 – 15 years	\$400
16 – 19 years	\$450
20 years and over	\$500

Longevity pay is based upon completed years of service. Longevity pay is based upon completed years of service in accordance with seniority accrual.

If by June 30th the requisite number of years has been completed, payment will be made on the second (2nd) pay of July.

G. College Credits

In order to receive compensation for college credits earned, the course for which the college credit was earned must be work-related. A course is work-related if it has a direct relationship to the job duties and responsibilities of the position.

For the first thirty (30) college credits earned, an upward adjustment of three hundred dollars (\$300) will be made to the employee's annual wage. Said adjustment will occur in July following the completion of the fiscal year during which the requisite credits were earned.

For the next thirty (30) college credits earned, up to a total maximum of sixty (60) credits, an upward adjustment of six-hundred dollars (\$600) will be made to

the employee's annual wage. Said adjustment will occur in July following the completion of the fiscal year during which the requisite credits were earned.

- H. Unused Sick Leave Days at end of Fiscal Year and upon Termination
The rate is forty-five dollars (\$45) per day.

III. Part-time Custodians

- A. Part-time Custodians are will receive a pro-rated amount of Vacation and Longevity based on full-time equivalency (FTE.)
- B. Unused Sick Leave Days at end of Fiscal Year and upon Termination: The rate is twenty-five dollars (\$25) per day.

IV. Housekeepers

A.

Step	2008-09 Hourly Rate (+2%)	2009-10 Hourly Rate (+0.5%)	2010-11 Hourly Rate (0%)
0	\$8.64	\$8.68	\$8.68
1	\$8.95	\$8.99	\$8.99
2	\$9.25	\$9.30	\$9.30
3	\$9.58	\$9.63	\$9.63

- B. Unused Undefined Leave Days: The rate is twenty-five dollars (\$25) per day.
- C. Holidays
Housekeepers shall be entitled to one (1) day off with pay for Christmas during the fiscal year.

APPENDIX B
OFFICIAL GRIEVANCE

Number: _____

Date Filed: _____

Name: _____

School: _____ Date Grievance Occurred: _____

Level Submitted
Grievance

Individual Grievance

Association

(Attach additional sheets where necessary)

Contract Citations: _____

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant: _____

Signature indicating receipt of form: _____

Received by

Date Received

Submit all copies to Designated Administrator or Secretary. The Designated Administrator or Secretary will sign and date receipt.

Distribution

One copy to each of the following:

- Association Office
- Personnel Office
- Designated Administrator
- Grievant

MINUTES
LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting

Lapeer County Intermediate School District Education and Technology Center
June 15, 2011

MEMBERS PRESENT: Gary Howell, President
Lawrence Czapiewski, Vice-President
Janet Watz, Secretary
Paul Bowman, Treasurer
Elizabeth Murawski, Trustee

MEMBERS ABSENT: None

ADMINISTRATORS PRESENT: Cheryl Porter
Ann Schwieman
Michelle Proulx

STAFF PRESENT: Pam Drake
Teresa Hill
Theresa Frakes

GUESTS: Steve Zott
Ken Brown

President Howell called the meeting to order at 7:00 p.m. with the Pledge of Allegiance.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the Agenda as amended. The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mr. Bowman, that the Minutes of the Regular Meeting of June 1, 2011, be approved as presented and the Minutes of the Biennial Election Meeting of June 6, 2011, be approved as corrected. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to schedule a Public Hearing for the purpose of the 2011-12 Budget, including the proposed property tax millage rate, for Wednesday, June 29, 2011 at 7:00 p.m. at the Education and Technology Center. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, that the following Budget Amendment Resolutions for 2010-11 be approved:

- A. The general appropriations act of the General Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution;
- B. The general appropriations act of the Special Education Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution; and
- C. The general appropriations act of the Vocational Education Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution.

The motion carried unanimously by roll call vote.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to commit fund balance in General, Special and Vocational funds for compensated absences and severances. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to assign fund balance in Special and Vocational funds for 2008 School Bond Debt principal and interest. The motion carried unanimously.

Theresa Frakes, Behavioral Specialist gave a presentation on the MiBLSi Grant.

Mr. Bowman provided the Treasurer's Report.

Moved by Mrs. Watz, supported by Mrs. Murawski, to destroy the ballots from the Biennial Election on June 6, 2011. The motion carried unanimously.

Moved by Mrs. Watz, supported by Mr. Czapiewski, that the following employment actions be approved:

- A. Hire the following individuals to fill the 2011 Special Education Summer Positions in accordance with the LISEA Contract, LIESP Contract and Non-Represented Support Staff Employment Guide:
 - Angela Whitcomb, SXI Classroom Teacher
 - Fred Haver, Diane Dove, Patti Martin and Lane Odalovich, SCI Classroom Teachers
 - Linda Burke and Sharlee Trent, SXI Instructional Aides
 - Kay Bashore, Sherry Rusell, Debbie Elliot, Gail Reinert, Kris Freel, Andrea Bollon, Robin Secson, Sarah Day, Marla Vauter and Heidi Schalau, SCI Instructional Aides
 - Stacy Colley and Erin Erdman, Occupational Therapists
 - Jannette Zafiroff, Physical Therapist
 - Linda Trent, Physical Therapist Assistant
 - Kim Banyas, Speech & Language Pathologist
 - Casey Russell, School Social Worker;
- B. Hire Mala Bobade to fill the position of Community Education Instructor – Phlebotomy Clinical in accordance with the Ancillary Employment Guide;
- C. That the Superintendent's acceptance of the resignation of Richard McMahan, Technology Support – Local District, be acknowledged with regret and best wishes;
- D. That the Superintendent's acceptance of the resignation of Harvey Vermeesch, Principal, be acknowledged with regret and best wishes;
- E. That the Superintendent's acceptance of the resignation of Stu Glenn, CTE Instructor - Electronics, be acknowledged with regret and best wishes; and
- F. That the Superintendent's acceptance of the resignation of David Ball, Housekeeper, be acknowledged with regret and best wishes.

The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the proposed draft of the 2011-12 ISD Calendar as presented. The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mrs. Murawski, that the following 2011-12 contracts be renewed at amounts not to exceed the renewal rate listed:

- Growth & Opportunity, Work Activity & Pre-Vocational Program Services - \$43,845
- Lapeer Team Work, Supported Employment - \$72,500
- Grace Bammer, Troubleshooting Soundfield Systems - \$18,000
- Lapeer County, Detour to Success - \$10,000

- Lapeer County, Early On Service Coordination - \$91,658
- Lapeer County, Early On Clerical Support - \$14,901
- Lapeer County, Great Start Coordination of Services - \$14,440
- Lapeer County, Great Start Clerical Support - \$5,625
- Lapeer Community Schools, Food Services - \$25,000
- North Branch, Speech & Language Services - \$9,000
- Dennis Scott, Transportation Reporting - \$4,000
- GLTA, Transportation Services - \$19,000
- Tuscola ISD, Orientation and Mobility Specialist - \$16,000
- LaPointe & Associates, 2010-11 Retainer Agreement - \$795
- Grondin's College of Cosmetology, Tuition and Supplies - \$143,943
- Huron ISD, CTE Software - \$8,610
- U of M, Pre-Engineering Program - \$103,400
- U of M, MCAP Program - \$123,000
- Timpanogos Technologies, Software Development and Support for AS400 - \$4,625
- Weidenhammer, CIMS Software Support & Maintenance - \$22,029
- Crystal Clean, Hazardous Waste Removal - \$5,000
- Honeywell, Flex Mechanical - \$23,520
- Genesee ISD, Education & Learning Consultants - \$33,300
- Genesee ISD, Shared-Time Instructional Services - \$50,000
- NCS Pearson, Inform (Data Analysis Software) - \$34,007
- MASB, ERIN - \$5,016

The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to schedule a Special Meeting for Wednesday, June 29, 2011 at 6:00 p.m. at the Education and Technology Center. The motion carried unanimously.

Moved by Mrs. Murawski, supported by Mrs. Watz, to accept the proposal submitted by THA Architect for the demolition of the CTE Electronics Area at no cost to the district. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Murawski, that quotes be solicited for the following maintenance projects:

- A. Replacement of carpet in the Sales & Marketing classroom; hallway leading to Instructional Services, Adult/Community Education, and Information Technology; and areas in the Administration Building; and
- B. Installation of cabinets in the Health Occupations classroom.

The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mrs. Murawski, to approve the student overnight travel request for 8 students from Agriscience/Horticulture Program to attend the Lapeer County FFA Officer Training Retreat and stay at the Outdoor Adventures Campground in Sterling, MI on July 18th-20th. The motion carried unanimously.

Moved by Mrs. Murawski, supported by Mr. Czapiewski, that action on the Capital Outlay Purchase Request submitted by the Technology Department be tabled until the June 29, 2011 Special Board Meeting. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the request of the Special Education Department to purchase supplemental materials from Houghton Mifflin Harcourt for training participants in an amount not to exceed \$11,000 from ARRA funds. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Murawski, that the Board go into Executive Session to discuss union contract negotiations. The motion carried unanimously by roll call vote.

The meeting recessed at 8:20 p.m.

The meeting reconvened at 8:52 p.m.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to ratify a 2nd 1-year extension of the 2008-10 LISEA contract thru the first scheduled workday for Special Education staff of the 2012-13 school year. The motion carried.

Moved by Mr. Czapiewski, supported by Mrs. Watz, to ratify a 1-year extension of the 2008-11 LIESP contract thru June 30, 2012. The motion carried.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to ratify a contract with LETTA for the period of the first scheduled workday for the CTE staff of 2009 thru the first scheduled workday for the CTE staff of the 2012-13 school year. The motion carried.

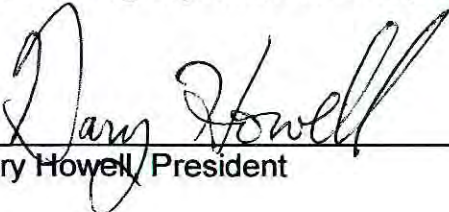
It was decided that action on the following items be tabled until the June 29, 2011 Special Board Meeting:

- A. Employment Contract Renewals – Administrative/Consultant Staff; and
- B. Holiday Schedule.

The motion carried unanimously.

Discussion regarding Employment Guide.

The meeting adjourned at 9:32 p.m.



Gary Howell, President



Janet Watz, Executive Secretary