

**SUPPORT PERSONNEL AGREEMENT  
2005-06, 2006-07**

**AGREEMENT BETWEEN**

**Inland Lakes School District  
hereinafter referred to as the "Board"**

**and**

**Inland Lakes Educational Support Personnel Association/  
Northern Michigan Education Association/  
Michigan Education Association/  
National Education Association  
hereinafter referred to as the "Union"**

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## ARTICLE 1

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employer and the employee covered hereby.

The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Relations Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows:

## ARTICLE 2

### UNION RECOGNITION, AGENCY SHOP, CHECK OFF

#### Section 1. Union Recognition

- a) The Board hereby recognizes the Inland Lakes Educational Support Personnel Association, NMEA, MEA, NEA, hereinafter called the "Union" as the sole and exclusive bargaining representative for all regularly scheduled bus drivers, maintenance, secretaries, clerical, school nurse, regular special run drivers, aides, after school monitor aide, cooks, mechanic helper, custodial employees and all summer support staff work but excluding central office personnel, substitutes, supervisory personnel and all other employees. Extra summer work is to be offered based on seniority to employees who meet the established qualifications for said positions.
- b) The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above.
  1. Full time employee denotes persons employed fifty-two (52) weeks at forty (40) or more hours per week.

2. School-term employee denotes persons employed during the school session periods of the year.
  3. The term “Board” when referred to shall mean the Inland Lakes School Board of Education.
  4. The term “district” refers to Inland Lakes School District.
- c) The Board agrees not to negotiate with or enter into any Agreement with any employee organization other than the Union for the duration of this Agreement.
  - d) Reference to gender in this Agreement shall mean male or female.

## Section 2. Agency Shop

- a) All employees employed in the bargaining unit who are already members of the Union shall as a condition of employment either continue to maintain their membership in the Union pay to the Union a legally permissible service charge. All employees who become employees in the bargaining unit after the effective date of this Agreement shall be required as a condition of employment to, within sixty (60) working days of the effective date of this Agreement, or within sixty (60) working days of their date of hire by the Board, as a condition of employment, pay to the Union a legally permissible service charge.
  - 1) The Union has established a “Policy Regarding Objections to Political-Ideological Expenditures”. That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- b) An employee, as specified under Paragraph (a) of this Article, shall authorize the deduction of membership dues or (service fees) uniformly required as a condition of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- c) If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State law.
- d) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fee.
- f) The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in complying with the conditions of this Article.

### Section 3. Check Off

- a) The Board shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the financial secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month provided, however, that the employee shall have signed and authorization card according to law which authorizes such deductions to be made from the employee's pay, and provided further that the Union submits such authorization card to the Board.
- b) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to the

Article and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.

### ARTICLE 3

#### NON-DISCRIMINATION

The Board and the Union recognize their responsibilities under Federal, State and Local laws pertaining to the Civil Rights Act of 1964, and subsequent legislation and affirm that no person shall be subject to discrimination because of sex, race, creed, age, religion or national origin.

### ARTICLE 4

#### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances provided that said visitation shall not disrupt orderly operations.

### ARTICLE 5

#### STEWARDS

- a) The employees will be represented by a chief steward and two (2) alternate stewards whose names shall be furnished by the Union through written notification to the Board within five (5) working days from the date that the steward or stewards are chosen or selected.
- b) Arrangements will be made to allow the chief and/or alternate stewards time off with pay for the purpose of investigating and receiving grievances upon arrangements being made with their immediate supervisor.
- c) During the steward's term of office, they shall be deemed to head the seniority list for the purpose of layoff and recall only provided that they

are qualified to do the required work. Upon termination of any steward's term of office, that steward shall be returned to their regular seniority status.

- d) The Board shall supply the chief steward the following written information pertaining to a newly hired employee: name, date of hire, address, social security number, classification and job location or assignment.

## ARTICLE 6

### BOARD RIGHTS

- a) The Board on its behalf and on behalf of the electors of the school district hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States including but without limiting the generality of the foregoing, the right:
  - 1) to the executive management and administrative control of the school, its properties, facilities and the activities of its employees;
  - 2) to manage and direct the working forces including the right to hire, promote, suspend, discharge and demote employees; transfer employees, subcontract, determine the size of the work force and to lay off employees;
  - 3) determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or change therein;
  - 4) adopt rules and regulations;



- 5) determine the qualifications of employees including physical and mental qualifications of employees and conditions as supported by an appropriate doctor;
  - 6) determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  - 7) determine all financial and educational policies;
  - 8) determine the size of the management organization, its function, authority, amount of supervision and table of organization.
- b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 7

### SAFETY

- a) A committee representing the Union and the board will meet periodically to discuss any present or potential safety hazards. Said meeting will be arranged at a mutually agreed upon time. The committee will be comprised of no more than two (2) members from the Union and two (2) representing the Board. Each party shall notify the other party in writing by no later than thirty (30) calendar days from the effective date of this Agreement as to the names of their committee members.

- b) Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which unreasonably endanger their health, safety or well-being. Employees will be given proper instruction in regard to the operation of equipment and the handling and disposal of dangerous substances, which they may be required to use as part of their assigned duties.

## ARTICLE 8

### JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of training employees who are covered by this Agreement, experimentation or in cases of emergency.

## ARTICLE 9

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect.

## ARTICLE 10

### EMPLOYEE RIGHTS

- a) The bargaining unit members shall have the right, in accordance with the Board policy, to the use of school building facilities for meetings.
- b) Duly authorized representatives of the bargaining unit shall be permitted to transact Union business on school property prior to 7:00 a.m. and after 4:30 p.m. provided this does not interfere with or interrupt normal school operations.

- c) The Union shall have the right to distribute Union materials to other employees provided it does not interfere in the normal operations of the district. Interference to be determined by the administrator or supervisor.
- d) The Union stewards who are qualified shall be permitted to use school equipment including computers, photocopiers, and calculators when not otherwise in use as determined by the building administrator. The Union agrees to notify the building administrator prior to the use of school equipment. The Union shall pay for all reasonable cost for materials and supplies and to reimburse the district for any repairs or damage to equipment.

## ARTICLE 11

### NON-STRIKE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## ARTICLE 12

### SENIORITY AND LAYOFFS

- a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first (1<sup>st</sup>) day of employment. If at any time prior to the completion of the sixty (60)

days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed during the period without appeal by the Union. If there are extenuating circumstances and it is mutually agreeable, the probationary period may be extended for thirty (30) days. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

- b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as approved by the Board. The employee's seniority status shall be determined by the employee's continuous service with the Board in a bargaining unit position.
- c) In the event that the Board determines that it is necessary to reduce the number of employees through layoffs, the affected employee or employees shall be given a minimum of three (3) weeks written notice prior to the date that the scheduled layoff or layoffs are to be effective in the event of an inability of the Board to give such advance notification. Employees shall be laid off and recalled according to their seniority in their classification provided the senior employee can perform the job responsibilities. For the purposes of this section, the transportation aide shall be classified with all other aides. In the case where the Board eliminated an employee's position, that employee shall have the right to exercise their seniority and displace a lesser seniority employee within the same classification. An employee who is laid off by the Board shall have the right to exercise their seniority and return to a vacant position which would occur during their layoff period, provided that the employee has the necessary qualifications to perform the

duties of the job involved. This provision would in no way impair the employee's ability to return to their classification from which they were originally laid off provided that the job responsibilities have not changed. Employees who have been reduced in hours shall have first right to hours/positions that will return them to a pre-reduction status.

For the life of this contract, laid-off employees who retain recall rights and are interested in substituting must sign up with the Superintendent's secretary at the beginning of the semester. If laid-off employees request work in classifications in which they have no Inland Lakes experience, the supervisor of that classification(s) will certify their qualifications for jobs in that classification. Any question relating to qualifications at any time shall be determined solely by the Superintendent. Such laid-off employees shall be called first for substituting in positions for which they are qualified as described above.

If a laid-off employee refuses three (3) consecutive substitute assignments, there will be no obligation to contact that person for the remainder of the semester.

- d) An employee will lose their seniority for the following reasons:
- 1) The employee resigns.
  - 2) The employee is discharged for cause.
  - 3) The employee is laid off for a period of three (3) years or a period of time equal to their seniority, whichever is the lesser.
  - 4) The employee is absent for three (3) consecutive working days without properly notifying the Board, or without a good and sufficient reason.
  - 5) The employee who is laid off, fails to notify the Board of their intent to return to work within three (3) working days from the

date that the employee receives notification by certified mail from the Board of the fact that they are to return to work.

- 6) The employee retires.
  - 7) Employee does not return from a long-term leave of absence on the first work date after the leave of absence has ended and employee has provided no notification on intent or inability to return from the leave of absence.
- e) Seniority shall be retained for any employee who is promoted to either a permanent confidential or permanent supervisory position outside of the bargaining unit within the school district for up to one year, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit in the event that the employee vacates their position outside of the bargaining unit and returns to the bargaining unit.
- f) An updated seniority list shall be furnished to the chief steward and a copy sent to the Union on or before October 1<sup>st</sup>, of each year. Such list shall contain each employee's name, date of hire, classification seniority and district-wide seniority. Seniority in classification shall be as of date of entry into the classification. The classifications are:
- a. aides,
  - b. secretary,
  - c. cook,
  - d. bus driver,
  - e. custodial,
  - f. maintenance,
  - g. mechanic helper,
  - h. transportation aide.

## ARTICLE 13

### VACANCIES, PROMOTIONS, AND TRANSFERS

#### Section 1. Vacancies and Newly Created Positions

- a) A vacancy shall be defined as any bargaining unit position newly created or not currently filled which the Board intends to fill. Any bargaining unit member who has completed their probationary period may apply for a posted vacancy. Permanent vacancies shall be filled within thirty (30) days of the application deadline, provided there are qualified applicants.

- b) Notice of all vacancies shall be included with the employee's regular paycheck and/or posted on the employee's bulletin board five (5) working days prior to the deadline for applications.
- c) Employees desiring notification of vacancies occurring when school is not in session shall be notified by first class mail with notice of mailing at their mailing address, provided the employee has a written request filed at the Board office. Requests must be renewed at the end of each school year.
- d) Employees of the bargaining unit as well as non-employees may apply for a vacancy in any classification. Qualifications and relative ability being equal, preference will be given to the bargaining unit member. If more than one bargaining unit member is equal in qualifications and relative ability, seniority in the district from date of hire by the Board shall prevail. In filling vacancies for weekend custodian or any other position, the Board has the right to decide whether an individual may work in dual classifications regardless of whether the individual's subsequent dual schedules would have no overlapping hours.

## Section 2. Temporary Vacancies

- A. In the event of a temporary vacancy for a specified period of time, the Board shall have the right to hire a temporary employee during the duration of the vacancy provided that the Board offers the temporary vacancy to the following: 1. existing employees who are working fewer hours within that same classification, 2. persons on layoff, 3. persons in a classification with a lower daily rate of pay per Schedule A. In the event that an existing employee accepts the temporarily vacated position, the newly hired employee may then fill any remaining vacancy. Seniority shall not accrue in the temporary assignment for the bargaining unit member except for laid off employees who shall earn seniority. Temporary vacancies are deemed to be temporary and will be posted as soon as it is known that the regular employee

will be off the job for more than twenty (20) consecutive days but is due or scheduled to report back to their regular work assignment. After sixty (60) days worked (as per Article 12a) in a new temporary position, the employee shall be entitled to all of the benefits of the position. In the event that the employee returns to their former position from their absence, then the affected subsequent employees will revert to their former position, and the temporary employee shall be laid off. In the event that the regular employee does not return to their former position from their absence, then as of the date that such determination is made, the position will then be considered to be vacant and will be filled as specified under the terms of this Article.

- B. At the beginning of each semester, bargaining unit members who wish to substitute will sign up for one of the following positions: school secretary, and EI, and Autistic aides. The most senior bargaining unit members on the list will be identified as the qualified substitute for that position. A qualified substitute may substitute in the designated position only.

In the event an employee in one of the identified positions (see above) is absent and the absence is expected to be less than twenty (20) days, the identified qualified substitute may be substitute for the absent employee.

In the event the identified employee substitute is not available, the position may be filled at the discretion of the Board. If the identified employee substitute becomes available during the absence, she/he may assume the substitute assignment provided the administration determines the timing of such assignment



would not cause unreasonable disruption of services. Substituting in all other positions shall be as past practice.

Section 3. Job Descriptions

Job descriptions shall be distributed to the effected bargaining unit members within sixty (60) days of any change in the description.

Section 4. Involuntary or Voluntary Transfers

- a) Any employee involuntarily transferred to another classification within the bargaining unit shall be paid at the higher rate of the two.
- b) Involuntary transfers shall be for a period of no longer than thirty (30) calendar days unless both parties mutually agree to an extension.
- c) Voluntary assignments can be made up to 100 accumulative working hours per position, without posting, at the rate of pay per classification, which is the highest rate of pay.

ARTICLE 14

NEW JOBS

The Board will notify the Union in writing when there has been a change or addition in the present job classification that fall under the collective bargaining agreement. The Board will establish the rate of pay for the classification and send such notice to the Union. If the Union does not agree to the rate established by the Board, then such rate will be subject to negotiations.

ARTICLE 15

RETIREMENT

Upon retirement, the Board shall permit the retiree to continue the insurance programs at the employee's expense. This provision is subject to the restrictions and approval of the insurance carrier.

## ARTICLE 16

### ELIMINATION OF A BUS RUN

Whenever it is determined by the Board that it is necessary to eliminate an entire bus run or runs, the affected employee or employees shall have the right to exercise their seniority and displace a lesser seniority driver in order that the affected employee or employees would be able to maintain their same number of bus runs. The employee whose run is eliminated or who is bumped by a more senior driver and does not possess enough seniority to displace another driver shall either be laid off, or caused to drive a fewer number of runs, whichever is applicable. Bumping would only apply in the instance where the run the driver was to assume would not conflict with any of the driver's present runs.

## ARTICLE 17

### DISCIPLINE/DISCHARGE

- a) Dismissal, suspension and/or any other disciplinary action of non-probationary employees shall be only for just and stated causes. All actions taken by the Board under this Article shall be furnished to affected employee or employees in writing with a copy sent to the chief steward and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, use of controlled substances (such as but not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine), dishonesty, insubordination or willful violation of Board rules, or any fashion of criminal sexual contact with a student.
- b) The Union, with specific written consent of the employee, shall have the right to review the personnel file of an employee within the bargaining unit upon making the request to the administration of the school district. An employee upon making request shall have the right to

review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in Board of Education offices under the supervision of a designated school employee. Such review shall not include any confidential information.

## ARTICLE 18

### UNPAID LEAVES OF ABSENCE

- a) An employee who because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report to work and has exhausted all means of allowable compensation from the Board shall be granted a leave of absence for up to one (1) year which may be extended beyond one (1) year at the discretion of the Board. In order to be considered, the employee must notify the Board of the necessity thereof, and supply the Board with a written medical statement of the necessity and the length for such leave and the expected date of return to work.
- b) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- c) Upon notice from a physician that the employee has developed a disabling condition, the employee shall furnish the Board of Education with a written statement from his/her physician stating the approximate leave date and extent of the disability including any restrictions on the employee's ability to perform regular job duties. The statement shall also contain the date of anticipated return or the anticipated length of time the employee would be physically unable to continue to perform job duties.

When and if the employee is required by the physician to temporarily cease work due to the disabling condition(s), the employee shall immediately, upon the exhaustion of all paid sick days, be placed on an unpaid leave of absence. Such employee shall be permitted to return to

work upon presentation of a signed statement from the physician verifying that the employee is physically able to return to work.

d) Military Leave

1. Leave of Absence: A leave of absence shall be granted to any employee who (a) is called up to active military duty, or (b) is drafted for active military duty, or (c) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however, the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).
  2. Duration: The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment, plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.
  3. Seniority, salary schedule, experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee were actively working for the school district.
  4. Return to active employment: The employee shall have the right to return to active employment within forty-five days of being released from active duty or at the beginning of the school year immediately following the end of his/her period of active duty. In either case, the employee must provide written notification of his/her intentions to return at least three weeks prior to the expected first work day.
- e) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purposes of handling civil disorders of other emergencies, provided such employees

make written request for such leave of absence immediately upon receiving their orders to report for such duty.

- f) Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Union whose duties require their absence from work may be granted a leave of absence for up to one (1) year which may be extended upon approval by the Board.
- g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board and a copy furnished to the employee.
- h) An employee who is granted a leave of absence shall be granted the leave of absence without pay, and the employee shall not accrue seniority except when on medical or active military leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed in this Article when they are deemed beneficial to the employee and/or the Board.

## ARTICLE 19

### GRIEVANCE PROCEDURE

#### Definitions:

- a) A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.
- b) For the purpose of processing grievances, working days shall be defined as any day in which the employee is regularly scheduled to work excluding all paid holidays.
- c) The time elements in the steps may be extended upon written mutual agreement between the parties.
- d) Any employee or Union grievance not presented in writing through the grievance procedure within fifteen (15) working days of the occurrence of or within fifteen (15) days of the discovery of the condition giving rise

to the grievance shall not hereafter be considered a grievance under this Agreement.

- e) Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. In the event that the Board, at any step level of the grievance procedure, fails to communicate their decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure, the Union then may process the grievance to the next step level of the grievance procedure.
- f) During all steps of the grievance procedure the employee shall work as directed by their immediate supervisor, even if such assignment is subject to the employee's grievance, except in the instance where the employee has filed a safety grievance pertaining to their assignment. This refers to assignments in classification only.
- g) Written grievances as required herein shall contain the following:
  - 1) It shall be signed by the grievant or grievants.
  - 2) It shall be specific.
  - 3) It shall contain a synopsis of the facts of the alleged violation
  - 4) It shall cite the Article or Section of the Agreement, which has been violated.
  - 5) It shall contain the date of the alleged violation.
  - 6) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- h) The Union may file a grievance in a case, which involves the entire bargaining unit.

### Step One

- a) Any employee having a grievance shall discuss the grievance with their immediate supervisor, and then if the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the chief steward to discuss the grievance.
- b) Following the oral discussion, the grievance may be reduced to writing and submitted to the immediate supervisor.

### Step Two

- a) The chief steward and/or the grievant shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- b) The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the chief steward and/or the grievant.

### Step Three

- a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the superintendent of schools, by the Union, within five (5) working days from the date of receipt of the answer given by the immediate supervisor, and the superintendent of schools shall meet with a business representative of the Union.
- b) The superintendent of schools shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the business representative of the Union.

### Step Four

- a) In the event that the appealing party is not satisfied with the disposition of the grievance by the superintendent of schools, then within five (5) working days from the date of receipt of the answer given by the superintendent of schools the grievance may be appealed to the Board of Education, and the board of Education shall hear the grievance at the nearest regularly scheduled meeting of the Board of Education.

- b) The Board of Education shall give their decision in writing relative to the grievance within twenty (20) calendar days from the date of the Board of Education meeting.

#### Step Five

If the grievance is not resolved in Step Four (4) of the grievance procedure, it may, within ten (10) working days after the Board of Education's decision at Step Four (4), be appealed to mediation under Act 379, Public Acts of 1965; such appeal shall be in writing with copies to the Michigan Employment Relations Commission and the Board of Education within the said ten (10) working days period.

#### Step Six – Arbitration

- a) In the event that the appealing party is not satisfied with the disposition of the grievance through State mediation, then within seven (7) working days from the date of the mediation determination the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the superintendent of schools within the specified time limits as specified within the procedure to process the grievance to arbitration.
- b) The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association, which shall likewise govern the arbitration proceedings.
- c) The Union or the Board may call any person as a witness in any arbitration hearing.
- d) Each party shall be responsible for the expenses of the witnesses that they may call.
- e) The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. In the event that the arbitrator does not grant an award, which clearly grants the decision to one (1) party, the fees, expenses and filing fees of the arbitrator shall then be shared equally between the parties.



- f) The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- g) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.
- i) The powers of the arbitrator are subject to the following limitations:
  - 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - 2. He shall have no power to establish salary scales or to change any salary.
  - 3. He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The parties agree the intent of this language is that the arbitrator cannot substitute his judgment as to the reasonableness of actions taken by the Board. The arbitrator can rule regarding Board action(s) that violate the contract or based on factual presentation but not based on reasonableness of Board action.
  - 4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and Union and shall so construe the Agreement that there will be no interference with such responsibilities except as may be specifically conditioned by this Agreement.
  - 5. He shall have no power to interpret State or Federal Law.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule as to the arbitrability of the grievance based on the merits of the grievance.

## ARTICLE 20

### HOURS AND WORK WEEK

#### Section 1. Work Week and Day

- a) The regularly scheduled workweek shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- b) The normal workday shall be eight (8) consecutive hours, which shall include a one-half (½) hour paid lunch period for all of the employees covered by this Agreement with the exception of the bus drivers.
- c) Nothing contained in this section shall be construed to guarantee that the employees covered by this Agreement shall be guaranteed either eight (8) hours per day or shall they be guaranteed forty (40) hours per week.

#### Section 2. Overtime Rates will be Paid as Follows

- a) Time and one-half (½) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period unless the Board and the Union agree to a regular schedule of longer work days for a classification(s). (example: four ten hour days) In that instance, time and one-half (1½) will be paid for hours beyond the regular shift. Time and one-half (1½) shall be paid for time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- b) Double time will be paid for all hours worked on Sunday except as in e) below.
- c) No employee will be required to take time off from their normal schedule of work during the week in place of receiving any overtime compensation for any hour worked.

- d) All overtime work must have the approval of the superintendent of schools or his designated representative before such work is performed.
- e) No employee would normally be scheduled to work on Saturday or Sunday as a part of their regular work week with the exception of two full or part-time custodians. In the event that the need would arise to schedule a person on either Saturday or Sunday as a part of their work week, the position will first be posted for bidding. Where the work week includes Saturday and/or Sunday, no premium amounts such as double time on Sunday shall apply. In the event that bids are received, the Board shall award the position to the most senior employee making application. In the event that none of the bargaining unit employees bid for the position, the Board may either hire an employee to work the scheduled hours or the Board may assign the lowest seniority employee within that same classification to work the scheduled hours. In filling vacancies for weekend custodian or any other position, the Board has the right to decide whether an individual may work in dual classifications regardless of whether the individual's subsequent dual schedules would have no overlapping hours.
- f) All paid time shall count towards the calculation for overtime hours. However, paid sick leave and paid personal leave days shall not count in calculating overtime hours.

### Section 3. Distribution of Overtime

For all of those employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within the building or department and among those employees within that classification who regularly perform that work.

### Section 4. Extra Bus Runs

Extra bus runs shall be divided and rotated equally among all of the bus drivers who indicate to the transportation supervisor that they wish to drive extra bus runs, with such rotation of the extra trips to be made according to seniority.

### Section 5. Rest Periods

Each employee covered by this Agreement who works seven (7) or more hours per day with the exception of the bus drivers shall receive one (1) fifteen (15) minute rest period during the first (1<sup>st</sup>) half of their work day and one (1) fifteen (15) minute rest period during the second (2<sup>nd</sup>) half of their work day. Each employee covered by this Agreement, with the exception of the bus drivers, who works less than seven (7) hours per day but more than three (3) hours per day shall receive one (1) fifteen (15) minute rest period per day. Employees who work less than three (3) hours per day shall not receive a rest break.

### Section 6. Call in Pay

Whenever an employee is called back to work after the completion of or prior to the start of the employee's regularly scheduled working hours for a previously unscheduled work activity, the employee shall receive the pay for the actual time worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is the greater. For bus drivers the rate of pay used will be the extra-trip rate of pay for actual time worked or a minimum of one regular trip, whichever is greater. Parent conferences will be scheduled in conjunction with a driver's regular run.

When employees report to work and then are directed to leave work, the employee including bus drivers, shall receive pay for actual time worked or a minimum of two (2) hours pay, whichever is greater.

### Section 7. Meetings/Training Sessions

Whenever an employee is required to attend a meeting or training session during the hours not used in the performance of his/her duties, the employee shall be paid his/her regular rate of pay for hours in attendance except Article XXV, Section 10 shall apply for bus drivers. Whenever such meeting or training session is required during hours regularly scheduled for duty, the employee shall be paid his/her regular rate of pay for the hours in attendance except bus drivers who shall be paid their regular trip pay for each regular trip

missed while in attendance. Travel to and from such events shall not be considered attendance time.

#### Section 8. Bus Driver Bid on Runs

Bus drivers will bid on runs annually by seniority. Bidding will take place no later than seven (7) calendar days after the fourth Wednesday adjustments have been made.

### ARTICLE 21

#### PAID LEAVE TIME

##### Section 1. Sick Leave

- a) Each employee covered by this Agreement, shall earn one-half (½) day per payroll to ten (10) sick leave days per year and such days shall accumulate to a maximum of forty-five (45) days. Employees who begin the year with forty-five (45) days shall earn additional days at one-half (½) day per payroll to ten (10) sick leave days that year as long as their total remains at forty-five (45) or above throughout the year. If the accumulation goes below 45 during the year, the ceiling becomes 45 for the rest of the year. The following year, the employee would again start at forty-five (45) days. Employees who have forty-five (45) days of sick leave in June shall receive a \$300 bonus each year that they carry the forty-five (45) days.
- b) Past accumulated leave days that have been frozen will be credited to the individual's sick leave account even if this exceeds the forty-five (45) day maximum.
- c) Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of the fact as far in advance as possible but not later than on (1) hour before their scheduled reporting time. In the event that the employee's illness or disability extends beyond the first (1<sup>st</sup>) work day, the employee and the

employee's immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.

- d) Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about October 1<sup>st</sup> each year.

#### Section 2. Funeral Leave

Each employee covered by this Agreement shall be granted up to five (5) working days off with pay upon the death of a member of the employee's immediate family. Immediate family shall be considered as mother, father, sister, brother, husband, wife, son, daughter, similar-in-laws, similar step-family, grandchildren, grandparents and any other person who is a permanent resident of the employee's household. An employee shall be granted, upon written request, one (1) day to attend the funeral of another person. These days shall be with pay and shall be deducted from sick leave. If no sick leave is available, the absence shall be without pay. Additional time off may be granted and charged to earned leave days.

#### Section 3. Personal Leave Days

Each employee covered by this Agreement shall be granted two (2) days per year for personal leave upon prior notification to the immediate supervisor and the superintendent of schools at least forty-eight (48) hours in advance except in the event of an emergency wherein a shorter period of notification may be acceptable. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day and also must be approved by the immediate supervisor and the superintendent of schools. Such days are non-cumulative and are not deducted from the employee's sick leave.

#### Section 4. Adjusting Paid Leave Time

In the event an employee has arranged for paid leave time, but administration closes the school, then said employee shall not be charged with the leave time. Further, if an employee is on paid vacation or personal leave

and becomes ill, he/she shall have the right to change the paid time off to sick leave.

Section 5. Paid Leave RE: Workman Comp/Retirement

Federal law dictates how paid leave time shall count as days worked for purposes of worker's compensation and retirement. For purposes of seniority, paid leave time shall count once probationary time is fulfilled.

Section 6. Union Leave

The Union shall have five (5) days per year for union leave at no loss of pay to the employee. The Union will pay the cost of a substitute if one is hired.

ARTICLE 22

HOLIDAYS

- a) The Board will pay the normal day's pay for the following holidays for each of the employees covered by this Agreement according to the specified schedule even though no work is performed by the employees:

Twelve (12) Month Employees

New Year's Day  
Memorial Day  
July Fourth including summer rec  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day

School Term Employees

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Labor Day	Christmas

- b) Employees required to work on any of the above named holidays shall receive time and one-half (1½) for hours worked in addition to their regular holiday pay.
- c) In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off

with pay for the holiday or the employee shall receive an additional day's pay for the holiday.

- d) To be eligible for holiday pay, an employee must have completed their probationary period, and the employee must have worked their last regularly scheduled workday before the holiday and their first regularly scheduled day after the holiday.
- e) Persons off sick on the day before or the day after the holiday shall be required to submit a medical statement from a doctor to receive their holiday pay.
- f) In the event that the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. In the event either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday on a future date that is determined by the Board. Such day shall be scheduled either in conjunction with employee's scheduled vacation or weekend.

## ARTICLE 23

### VACATIONS

- a) Each employee covered by this Agreement who works twelve (12) months per year shall receive an annual paid vacation according to the following schedule:
  - 1. One (1) year of service = One (1) week vacation with pay.
  - 2. Two (2) years of service = Two (2) weeks vacation with pay.
  - 3. Five (5) years of service = Three (3) weeks vacation with pay.
  - 4. Ten (10) years of service = Four (4) weeks vacation with pay.
- b) All vacation time may be taken throughout the year with the prior approval of the immediate supervisor and the superintendent of



schools. To be eligible for such vacation, an employee must have worked one (1) full year from the date of hire.

- c) Vacations will be paid at the employee's normal rate of pay. In the event that two (2) or more employees apply for vacation time covering the same time period, the following factors will be taken into consideration in granting the vacations:
  - 1. Seniority in classification.
  - 2. Necessity of the person's absence during the requested leave period.
- d) Employees terminating employment or who are placed on a leave of absence shall receive a pro rata vacation allowance based upon 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the termination date or the date that the employee is placed on the leave of absence, whichever is applicable.
- e) Except for d) above, vacation days must be taken. There will be no carryover or payment for unused vacation days.

## ARTICLE 24

### INSURANCE PROTECTION

#### Section 1. Hospitalization Insurance

The Board shall pay the full premium for the employee and the employee's dependents for the MESSA PAK program. The Board reserves the right to select another insurance company provided that the coverage provided is equivalent to the present coverage.

#### MESSA PAK:

##### A. For those needing health insurance:

MESSA Choices 2 (\$5 prescription co-pay/\$3 reimbursement by Board)

Delta Dental (80/80/80 - \$3,000 Maximum for Class I & II)

Negotiated Life \$10,000 AD&D

Vision VSP3+

Long Term Disability – (66 2/3%, 60 calendar days modified fill)

B. For those not needing health insurance:

Delta Dental (80/80/80 - \$3,000 Maximum for Class I & II)

Negotiated Life \$20,000 AD&D

Vision VSP3+

Long Term Disability – (66 2/3%, 60 calendar days modified fill)

If abortion coverage means the loss of state aid, it will be removed from the policy.

The Board will pay the deductible and \$3 prescription co-pay upon presentation of receipt. This is \$100 for family, and for self and spouse or child, and \$50 for single. Prescription deductibles will be paid at the end of each semester or upon \$50 worth of receipts, whichever comes first.

It is hereby agreed between the parties hereto, that any employee hired by the Board after July 1, 1982, who falls under the terms of this Agreement, must work a minimum of five (5) hours per day, or twenty-five (25) hours per week in order to receive the Board paid MESSA PAK. No employee within the bargaining unit who was hired prior to July 1, 1982, shall be caused to lose any present insurance benefits.

## Section 2. Payment of Premiums

The Board shall pay the herein described insurance coverage premiums for each of the employees covered by this Agreement who are so eligible for the full twelve (12) months of each year. In the event that the employee is placed on a medical leave of absence, the Board shall continue to pay the hospitalization insurance premiums for the first six (6) months that the employee is on the medical leave, and the employee is then responsible for the payment of the premiums for the second (2<sup>nd</sup>) six (6) months of the medical leave of absence.

Upon separation, the Board shall carry the employee's hospitalization premiums for insurance for the remainder of that month plus thirty (30) days.

The Board shall be allowed to purchase the hospitalization, life, dental and vision insurance from MESSA as separate insurance or as a MESSA PAK.

All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

### Section 3. Cash Option

Those employees who are eligible for health insurance but who do not take health insurance, shall receive paid by the Board a monthly cash payment of \$100 which may be applied toward an annuity in accordance with the district's Section 125 plan.

### Section 4. Layoff

Employees who, during the course of a school year, are reduced in hours from full-time to part-time continue to receive benefits for two months upon expiration of MESSA assistance.

## ARTICLE 25

### GENERAL

#### Section 1. Tax Sheltered Annuities

The Board agrees to deduct the premiums for variable tax deferred annuities solely to be paid for by the employee, and the Board shall remit such premiums to the Board approved insurance company. An employee may designate as to the insurance company that the premiums are to be submitted to, only at the start of the first (1<sup>st</sup>) semester and at the start of the second (2<sup>nd</sup>) semester or no more than twice per year.

#### Section 2. Resignation

- a) Any employee desiring to resign from their employment with the Board shall file a letter of written resignation with the superintendent of schools at least ten (10) working days prior to the date that such resignation is to become effective.
- b) Any employee who resigns from their position in the manner herein described shall maintain their rights to any earned allowable separation benefits.

#### Section 3. Deductions

The Board agrees to make available to all the employees covered by this Agreement any payroll deduction services which are available through the Board such as savings bonds, credit union, etc. Each employee may, no more than twice a year which shall be at the beginning of the first (1<sup>st</sup>) semester and the beginning of the second (2<sup>nd</sup>) semester of the school year, either initiate a deduction or change a deduction service which is available through the Board.

#### Section 4. Physical Examination

The Board agrees to pay the full cost of any physical examination required of the employee by the Board with the Board's designated physician within the area.

In the event the employee(s) wishes to go to a doctor of their own choosing, the Board shall pay the cost of the physical up to an amount equal of

that charged by the Board's designated physician. However, the Board's physician shall be used in disability cases, etc.

#### Section 5. Inclement Weather Days

Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by acts of God. When the schools are closed to students due to the above conditions, school year employees shall not be required to report for duty but shall receive full pay.

In the event the Inland Lakes School District is required by the provisions of the State School Aid Act MCLA 388.1701 (3) and (4) to make up inclement weather days, then employees shall make up said required days without additional compensation. If school is closed beyond two days, all non year-round employees shall make up each work day through professional development as approved by the Board in consultation with the Association. It is agreed that such make-up days may be scheduled immediately following the last student day in June.

The superintendent shall give two (2) weeks written notice of the date(s) on which the makeup will occur.

In the event the School Aid Act MCLA 388.1701 (3) and (4) is modified, changed or repealed, then the parties agree to return to this former practice of paid inclement weather days with no makeup of time missed required provided that the modifications or change to said Act does not require any form of makeup of time missed.

A professional rights and responsibilities committee shall be established for the purpose of resolving problems prior to the situation(s) becoming a grievance. It is not the intent or purpose of this committee to bypass or interfere with the professional grievance procedure in Article 19.

Hours and days are per the State Aid Act of 178 days (2 non-makeup days). In the event the law changes, is modified or repealed, the parties will meet to bargain inclement weather days.

Employees will receive full pay on the snow day. On the make-up day, employees will not receive pay. Any credit time (ie., show-up, etc.) will be offset. Only the necessary state mandated hours will be made up.

Twelve month employees will be allowed two additional days vacation in exchange for working the first two snow days. At the end of the school year, if more than two snow days occurred and were not made up by all other employees, then the twelve-month employees shall receive those days as additional paid vacation.

When students are sent home early due to an Act of God, support personnel may leave work one (1) hour after the buses take the children home, with no further pay or may stay and work their complete shift. Night shift custodians must decide individually if the weather is too bad to report. They too will be paid only for time worked.

#### Section 6. Mileage

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy.

#### Section 7. Bulletin Boards

- a) Bulletin board space shall be made available by the Board at each of the buildings of the school system in which there are employees covered by the Agreement, with the bulletin board space to be used by the Union, and with such bulletin board space to be used for the following notices:
  1. Recreational and social affairs of the Union.
  2. Union meetings.
  3. Union elections.
  4. Reports of the Union.
  5. Rulings or policies of the local or international Union
- b) Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and

no materials, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union officers, representatives, the chief or alternate steward.

#### Section 8. Uniforms

Each maintenance and custodial employee shall be furnished with three (3) pair of trousers and three (3) shirts not to exceed \$150 total. All food service employees shall be provided with three (3) uniforms *not* to exceed \$150 total. The uniforms will be furnished to the employees each year, at no cost to the employee, and the employee will be responsible for the maintaining and laundering of such uniforms, and such uniforms shall be worn during working hours. Bus drivers who have worked for the Inland Lakes Schools for two (2) years shall receive a jacket.

- a. Drivers select the jacket, which will not exceed \$60 per jacket.
- b. All drivers get the same style/color jacket.
- c. Jackets must have a visible reference to IL transportation.
- d. Jackets must be returned to the district when replaced or when driver, for any reason, separates employment with the IL transportation operation.

#### Section 9. Additional Compensation

Each bus driver employee who does not qualify for the long term disability plan shall receive an additional fifty cents (\$.50) per run compensation in lieu of the sick leave plan, with such compensation to be paid at the end of the school year. In addition drivers shall receive VSP2 Single coverage for 12 months starting in the 2004-05 school year fully paid by the Board.

#### Section 10. Bus Driving School

Each bus driver who attends the State required bus driving school, shall be paid at the special driver rate of pay for all hours the bus driver attends such school.

Bus drivers shall be reimbursed by the Board for the cost of all licenses and testing fees that are required by the State of Michigan.

Section 11. Longevity Pay

Employees who have completed the following consecutive years service with the District will receive the following longevity payments at the end of the school year (non-prorated):

10 years: \$500

15 years: \$750

Section 12. Legal Protection

If any case of criminal assault by a student or another employee shall be reported to the Board involving an employee covered by this Agreement, the time spent by the employee shall not be charged against the employee, provided that the employee is not found guilty of such charge. Any injury resulting from an assault which disables an employee will be treated in the same manner as any other illness or disability covered in this contract.

Section 13. Schedules

- a) Twelve (12) month employees will be scheduled for the full calendar year.
- b) School term employees shall be scheduled for no less than all of the school session days per year.
- c) The maintenance and custodian classifications shall be scheduled as twelve-month employees.

Section 14. Substitute Personnel

- a) The regular substitute rate of pay shall be fifty cents (\$.50) less per hour than regular pay for all substitute employees who are working on a day to day basis, however, substitute bus drivers shall be paid the same rate as regular bus drivers.
- b) Laid off drivers who substitute shall receive the regular rate of pay if they are needed for two (2) weeks at a time and if it is known two (2) days in advance of the substitute driver starting. (There shall be no day-to-day accumulation, such as subbing for someone on jury duty.)



#### Section 15. Probationary Rate

It is mutually agreed that under Schedule A, Section a), newly hired is to be interpreted to mean a new employee. Therefore, an employee who changes jobs (i.e., a bus driver becomes a custodian) will not be subject to the fifty cents (\$.50) less than the base rate of pay.

#### Section 16. New Substitute Bus Driver Start-up Costs

New substitute bus drivers will be reimbursed by the Board of Education for start-up costs up to \$50.00 for the standard physical and other expenses after they have driven five (5) trips for the district.

#### Section 17. School Buses

All buses will be kept at the bus garage. No bus driver or special driver will be allowed to keep the bus at his/her home.

#### Section 18. Summer Community Education

The summer community education bus driver will be employed for a four to six week period, eight or fewer hours per day, four days per week. The pay for this work shall be a lump sum payment of \$1,285.13 for the summer driving in 1991; \$1,336.54 for the summer driving in 1992. These rates shall be subject to the percentage increases in the Salary Schedule.

If the program is operated for less than four weeks, it will be prorated and paid on the basis of \$201.55 for 1991; \$209.61 for 1992.

When it is necessary to utilize the services of an additional bus driver for less than the above full work period, that driver will be paid the extra trip rate. All of these rates shall be subject to the percentage increases in the Salary Schedule.

Section 19. Representative to School Improvement Committee

Upon management request support staff may have a representative, appointed by the union, to a building school improvement committee. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours. Service on this committee shall be voluntary.

Section 20. Substituting

No bargaining unit member shall call substitutes for the ILESP bargaining unit.

ARTICLE 26

JURY DUTY

Employees covered by this Agreement who are requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. This does not include reimbursable expense. In the event that an employee covered by this Agreement is subpoenaed by the Board as a witness in any case connected with their employment in the district, the employee will be paid their full pay.

ARTICLE 27

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. Scope

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations of and restrictions imposed upon the Board and the Union. This Agreement is subject to amendment, alteration or additions only by subsequent written agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

## Section 2. Waiver

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 District and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject 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.

## Section 3. Alteration of Agreement

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE 28

### TERMINATION AND MODIFICATION

- a) This Agreement shall continue in full force and effect until June 30, 2005.
- b) If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter

subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

- c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of amendment in which the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party upon ten (10) calendar days written notice of termination. Any amendments that may be agreed upon between the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- d) Notice of termination or modification shall be sufficient if sent by certified mail to the recognized mailing address of the other party. If such notification is sent to the Union, it should be addressed to *The Northern Michigan Education Association/Michigan Education Association/National Education Association*, 616 Petoskey Street, Suite 203, Petoskey, MI, 49770; and if to the Board, addressed to *The Office of the Superintendent of Schools*, 5243 South Straits Highway, Indian River, MI, 49749, or to any other address the parties may make available to each other.
- e) This contract shall be effective July 1, 2005 and shall expire on June 30, 2007. In witness whereof the parties hereto have caused this instrument to be executed.

**ARTICLE XXVIII  
TERMINATION AND MODIFICATION**

This contract shall be effective July 1, 2005 and shall expire on June 30, 2007.  
In witness whereof the parties hereto have caused this instrument to be executed.

NORTHERN MICHIGAN  
EDUCATION ASSOCIATION/  
MEA/NEA

INLAND LAKES SCHOOL  
DISTRICT

By \_\_\_\_\_  
NMEA Chairperson

By \_\_\_\_\_  
Wayne Stahl, President

By \_\_\_\_\_  
Staff Coordinator

By \_\_\_\_\_  
John Mesnebourg, Vice-President

By \_\_\_\_\_  
Uniserv Director

By \_\_\_\_\_  
Iris Parrott, Secretary

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Richard deVore Treasurer

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Cindy Woodburn, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Kathy Swanson, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Josh Gelatt, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Mary Jo Dismang, Superintendent

ARTICLE 29  
 SCHEDULE A  
SALARY SCHEDULE

Support Staff Wage Rates

POSITION	2005-06	2006-07
INSTRUCTIONAL AIDE	\$ 11.48	\$ 11.71
COOK	11.24	11.46
SECRETARY	12.67	12.92
MAINTENANCE	13.34	13.61
CUSTODIAN	12.44	12.69
BUS DRIVER (run rate)	20.82	21.24
SPECIAL DRIVER	10.72	10.93
AFTER SCHOOL MONITOR	10.72	10.93
TRANSPORTATION AIDE	8.49	8.66
MECHANICS HELPER	12.66	12.91
EXTRA TRIP	8.58	8.75
BUS WASH	6.94	7.08
OVERNIGHT	94.99	96.89
OVERNIGHT MEALS	40.71	41.52
SUMMER SCHOOL (bus driving)	1,922.63	1,961.08

- a. All regular am/pm drivers shall receive the following mileage stipend based on an average of total regular a.m./p.m. run miles divided by the number of regular run drivers. Mileage will be set on the second Wednesday in October and paid at the end of each semester.

2005-06, 2006-07 - \$0.02 total per mile

## ARTICLE 30

### General Provisions

- a) A newly hired employee shall be paid fifty-cents (\$.50) less than the specified base rate of pay, or the minimum wage, whichever is the greater, during the employee's probationary period, and then upon completion of the probationary period, the employee shall be paid the specified rate of pay.
- b) The above rates shall be retroactive for all employees on the payroll back to July 1, 2005.
- c) Written notification shall be given if time sheets are altered.
- d) Health care aides (those who are required to provide health services to a student(s) pursuant to an IEP/504) shall receive an additional 50 cents per hour.

### Bus Drivers Provisions

- a) Each of the rates of pay as specified are to be paid at an hourly rate, with the exception of the bus driver rate which shall be paid by the trip, and overnight, plus hotel and the meal allowance, which shall be paid as an allowance. When bus drivers take extra trips during normal meal times (7-8:30 a.m., 11:30 – 1:00 p.m., 5:30 – 7:00p.m.) the Board shall reimburse the actual cost of a purchased meal up to a total of \$600 during 2005-2006 and \$650 per fiscal year thereafter. Receipts must be submitted within 2 weeks.
- b) The special driver rate of pay is defined as being pay for the transportation of vocational students or special education students, or both to academic programs outside of the district.
- c) Bus drivers shall receive an additional ½ hour pay for washing the bus not to exceed one hour per week.
- d) Bus drivers who take extra trips, which cause them to miss their regular runs, shall be paid for the regular run and the extra trip less 1-1/2 hours. Drivers must drive their regular run if the extra trip leaves within fifteen (15) minutes of the end of the regular run.

- e) All extra trips shall pay a minimum of 2 hours. Drivers will be on duty for that time and may be assigned duties by the transportation supervisor.

Letter of Agreement

Re: School Year Custodians

1. Custodians shall be 200 day employees\*.
2. For the duration of this contract, the District may not reduce the work for any custodial bargaining unit members employed as of the date of this agreement.
3. It is understood that none of these positions are the weekend custodian referenced in the Master Agreement. (Article 20, Section 2.e)
4. School year custodians are eligible for all of the rights and benefits provided school year employees under the Master Agreement with the addition of July Fourth pay in 2007.

\*In 2006, custodians shall work through June 30. Any unused vacation days must be taken prior to the start of the 2006-2007 work year.

Letter of Agreement

Work performed as of May, 1997 in dual classifications by Ginger Ashford and Sherry Schoolcraft will continue until such time that either decides to move out of the current dual position. Should these employees be forced out of dual classifications through lay-off, they retain their right to return to combined positions.



Letter of Agreement  
between the  
Inland Lakes Educational Support Personnel Association  
NMEA/MEA/NEA  
and the  
Inland Lakes School District

The parties hereby enter into the following agreement:

1. Public Act 112 of 1994 supersedes any provision in the contract, which limits the Board's right to subcontract.
2. The Association recognizes that under the Act, the Board has an unrestricted right to subcontract and that any contrary language is null and void as long as the Act is in force.

Letter of Agreement  
Between the  
Inland Lakes ESPA and the Inland Lakes Schools

RE: ESEA/NCLB Act of 2001 and "AIDES"

1. All Title I/Federally funded aides must meet the requirements of the Federal No Child Left Behind Act of 2001 no later than January 8, 2006.
2. Paraprofessionals may elect to meet the educational requirements under the Federal Act in any of the following ways:
  - a. Have completed at least two full years of study (48) credit hours at an institution of higher education.
  - b. Have obtained an associate's (or higher) degree.
  - c. Have passed a state academic assessment establishing that the aide has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
  - d. Have passed a local assessment defined by the mutual agreement of the Association and the District as meeting a rigorous standard of quality and demonstrate, through that local assessment knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
3. If an aide has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the Act, then he/she shall be considered by this school district as meeting the requirements of the Act.
4. The District will reimburse for the cost of testing for any paraprofessional who chooses to take the MTTC Basic Skills Test, the WorkKeys Test, or another approved local or MDE assessment. The District will reimburse only the costs for one tutorial and the assessment up to two (2) times per year.

5. Aides shall provide written evidence of meeting the requirements of the Federal Act prior to January 8, 2006. Examples of evidence include transcripts, diplomas, or passing state or local assessment results.
6. An employee subject to the requirements of the Act who is unable to meet the requirements by the deadline established by law shall be allowed to bump the lowest senior aide that is in a position that does not require the aforementioned certification. If no position is available to an employee he/she shall be subject to Article 12 of the Master Agreement.

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For the Inland Lakes Schools

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For the Inland Lakes ESP

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Date

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Date

Letter of Agreement  
between the  
Inland Lakes Educational Support Personnel Association  
NMEA/MEA/NEA  
and the  
Inland Lakes School District

Re: Article 21 Section 3: Personal Leave Days

The parties agree to the following regarding Article 21 Section 3.

1. Section 3 of Article 21 (Paid Leave Time) shall be replaced with this Letter of Agreement for the duration of the Master Agreement.
2. For the duration of the Master Agreement Section 3 of Article 21 shall read as follows:

Section 3. Personal Leave Days

Each employee covered by this Agreement shall be granted two (2) days per year for personal leave upon prior notification to the immediate supervisor and the superintendent of schools at least forty-eight (48) hours in advance except in the event of an emergency wherein a shorter period of notification may be acceptable. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day and also must be approved by the immediate supervisor and the superintendent of schools. Such days are not deducted from the employee's sick leave. One day may be carried over to the next school year for a total accumulation of three (3) days.

Letter of Agreement

between the

Inland Lakes Educational Support Personnel Association

NMEA/MEA/NEA

and the

Inland Lakes School District

The parties do hereby mutually agree that the 2005-07 Negotiated Agreement between the Inland Lakes ESP/NMEA and the Inland Lakes Board of Education shall be extended until June 30, 2008 if the following conditions are met:

1. The parties will take the official fall 2006 count, weighted at 75%, and blend it with the 2007 February official count, weighted at 25%, to create a blended count for the 2006-07 school year.
2. If the number generated by the process above is equal to or greater than 1085.5 FTE, the contract shall be extended.
3. The salary increase shall be 2% on step.

If the terms of this letter are not met, it shall be immediately null and void unless mutually agreed upon by the parties.

\_\_\_\_\_  
ILESP/NMEA

\_\_\_\_\_  
Inland Lakes Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date