

MASTER AGREEMENT



between

LITCHFIELD COMMUNITY SCHOOLS

and

**LITCHFIELD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION MEA/NEA**

2005-2007

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ARTICLE 1

Agreement

This Agreement entered into this 1st day of July 2005 by and between the Litchfield Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association," and the Litchfield Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

Purpose

2.1 Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

2.2 Dispute Resolution

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

The Litchfield Community Schools Board of Education hereby recognizes the Litchfield Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full-time and part-time, probationary and non-probationary, on leave: Custodians, Food Service, Maintenance, Office Personnel, Paraprofessionals, Aides and Transportation workers of the Litchfield

Community Schools. Excluding Business Manager, Superintendent Secretary, Head Cook Supervisor, Transportation Supervisor, Head Maintenance Supervisor.

3.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week, or a bus driver who drives two (2) regularly scheduled runs per day.
- b. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week, or a bus driver who does not drive at least two (2) regularly scheduled runs per day.
- c. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of fifty (50) work days.
- d. Substitute with bargaining unit status: A substitute who has substituted for 50 days out of a 55 workday time period in one bargaining unit position.
- e. Substitute a person who is employed to fill a full-time or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave. Such members shall not be members of the bargaining unit by virtue of such service.
- f. School-year employee: A bargaining unit member whose employment follows the school calendar.
- g. Extended year employee: A bargaining unit member who is employed to work at least twenty (20) workdays in excess of the school year for students.
- h. Twelve month employee: Employee who is employed year round.

ARTICLE 4

Extent of Agreement

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

No individual agreements shall be executed between the Employer and an employee, unless such agreements have been bargained between the Board and the Association and are subject to and consistent with the provisions of this Agreement.

ARTICLE 5

Agency Shop

5.1 Service Fees

Each bargaining unit member shall, as a condition of employment:

- A. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
- B. Pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Each bargaining unit member has the right to freely join or decline to join the Association and to freely retain or discontinue his/her membership in the Association subject to the provisions of the MEA Constitution and Bylaws and to the extent permitted by law. Bargaining unit members who timely elect not to become members of the Association are required to pay a reduced service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities as provided by law.

In the event that a bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction under the procedures provided below:

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in an event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.

- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

5.2 Employee Consent

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

5.3 Objections Policy

Pursuant to Chicago Teachers Union vs. Hudson, 106 S Ct 1066 (1986), the Association 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-Association 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 thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objective bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or be subject to any other administrative or judicial procedure (other than the procedure for review which is set forth in the "Policy Regarding Objections to Political-Ideological Expenditures" and "Administrative Procedures").

5.4 Activation Dates for Due/Service Fees

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

5.5 Certification and Provision of Information

The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and in conformance with standards and procedures specified in applicable law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections

to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

5.6 Notice of Legal Orders

Further, the Association agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. If such an order or arbitration award is entered, the parties shall promptly meet to examine the impact of the order upon the Union security provisions of this Article. In the event of the entry of such an order or arbitration award, the Board shall have the right to place service fees into an escrow account, until such time as a final order is issued.

5.7 Compliance with Contract Requirements

In the event that the Association fails to provide certification or information as called for in this Article, the Board shall notify the local Association President of such deficiency and provide the Association thirty (30) days to comply with the provisions of this Article. If the Association fails to remedy such deficiency after thirty (30) days, the Board shall have the right, upon one week's notice to the local Association President, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.

5.8 Religious Objections

A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment.

A bargaining unit member claiming a religious objection shall notify the president of the Association, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the president of the Association shall convene a meeting between the governing body of the Association and the objecting member to determine the sincerity of religious beliefs. If the bargaining unit member has no religious objections to membership in the local association, he/she may pay the sum equal to the service fee to the local association. In the event that the bargaining unit member is determined to have a sincere religious objection to membership in the Association as well as its state and national affiliates, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay a sum equal to the service fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to the Litchfield Schools Educational Foundation, or any other charitable organization mutually agreed to by the Association and the Board.

5.9 Indemnification

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. Further, the Association agrees to indemnify and save the Board of Education of the Litchfield School District, the individual members of its Board of Education, and individual administrators harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

The Association's obligation to indemnify and save the Board harmless as set forth in the preceding paragraph is subject to the following conditions precedent: (1) the Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, (2) the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels; and (3) the Association shall have complete authority to compromise and settle all claims which it defends under this section.

5.10 Dues Deductions

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and non-political contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year, unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary paycheck of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. The Employer shall remit same to the MEA Uniserv Office at 3251 Beck Road, Suite A, Hillsdale, Michigan 49242, within the time period specified in Section 5.1 of this Article. The Employer shall not be required to make any dues or service fee deduction in the preference to legally required deductions.

The Employer shall not be required to make deductions from the compensation of bargaining unit members except in conformance with standards and procedures specified in applicable law.

5.11 Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA financial services programs and annuities, MESSA programs not fully Employer paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.

ARTICLE 6

Association Rights

6.1 Information

The Employer agrees to furnish to the Association in response to reasonable requests for all available information concerning the financial resources of the District, the budget adopted by the board, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

6.2 Use of Facilities

The Association and its representatives may conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employee's duty time. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Employees may have access only to computers which they have been designated to use for union purposes.

6.3 Mail

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

6.4 Association Leave

The Association shall have thirty-two (32) hours annually of Association leave time at the Employer's expense, this time to be used in no less than two (2) hour increments. The Association shall access this time by written notice to the Employer by the Association President.

6.5 Special Conferences

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.

6.6 Competing Organizations

The rights granted herein to the Association shall not be granted or extended to any competing labor organization. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from

pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

6.7 Union Meetings

The Association shall have the right to schedule at least two (2) membership meetings per year outside the student contact time, and at such time as will allow all bus drivers to complete their regular runs without disruption. All employees scheduled to work at such time will be released with pay not to exceed two (2) hours for attendance at the meeting(s). The Association agrees to try to schedule meetings to minimize disruption and to provide the Employer with at least two (2) calendar days prior notice.

6.8 Calendar Representation

The Association shall have the right to send a representative to meetings involving the Administration and teaching staff where the school calendar is being discussed or established.

6.9 Association Notification of New Hires

The Employer shall notify the President of the Association of all full and/or part-time hires in any of the classifications represented through this Agreement. Such notification shall be made within five (5) working days of the hiring.

ARTICLE 7

Employer Rights

7.1 Reservation of Management Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the terms of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Executive management and administrative control of the school system and its properties, facilities, and equipment.
- B. Direct the working forces, to hire all employees and, subject to the provisions of law, to determine their qualifications (including physical capabilities) and the conditions for their continued employment, or their dismissal, discipline, demotion, and/or other personnel action; and to evaluate, assign, promote, lay off, and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.
- C. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees,

and to make any and all such changes in terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.

- D. Dictate the assignment and direction of the work force to all of its personnel, determine the number or shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify, or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
- E. Determine the number and location or relocation of its facilities, including the establishment or relocations new schools, buildings, departments, programs, services, divisions or subdivisions, or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
- F. Adopt reasonable rules and regulations.
- G. Establish policies governing the selection, evaluation, testing, or training of employees, provided that such selection shall be based upon lawful criteria.

7.2 Exercise of Management Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

7.3 Rules and Policies

The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Litchfield Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

7.4 Laws

The Employer agrees to enforce, as they pertain to the Litchfield Community Schools, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation. Provided, however, any grievance predicted on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be

construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

7.5 Limitations on Management Rights

The Employer recognizes that this Agreement sets forth certain specific and explicit limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations, but only to the extent mandated by the specific and explicit language of this Agreement.

ARTICLE 8

Bargaining Unit Member Rights and Protections

8.1 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan Public Employment Relations Act, Michigan General School laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

8.2 Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless such actions affect the employee's ability to perform his/her duties.

8.3 Non-discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, height, weight, or disability. Provided, however, any grievance predicated on such claims for which there is a

constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

8.4 Discipline and Discharge

- A. The Board subscribes to a policy that all employees should be treated in a fair and equitable manner. No bargaining unit member shall be disciplined without due process (as defined in Article 8.5) and sufficient cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; and discharges. Discipline shall follow a progressive system of discipline, provided, however, that for serious infractions more serious disciplinary sanctions, up to and including discharge, may be imposed without prior imposition of more moderate disciplinary measures. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- B. Causes which may be deemed sufficient for disciplinary action including suspension, demotion, dismissal, include by way of example, but are not limited to the following:
1. Unauthorized or excessive absence from work in excess of contractual leave limits.
 2. Commitment or conviction of any criminal act.
 3. Inappropriate or immoral conduct involving students.
 4. Inability to perform essential job functions.
 5. In competency or inefficiency.
 6. Insubordination, including violation of any lawful directive or order (either oral or written) made by a supervisor, or by the Board, or by any appropriate federal or state agency.
 7. Bringing intoxicants into or consuming intoxicants on any school property or while on duty for the District, or reporting for work under the influence of intoxicants of any kind in any degree whatsoever.
 8. Neglect of duty.
 9. Negligent or willful conduct, which results in either damage to public property, excessive waste or misappropriation of public supplies or equipment.
 10. Violation of any provision of this Agreement which establishes an obligation on or required course of conduct by a bargaining unit member.
 11. Deliberate falsification of any records or reports.
 12. Abuse of sick leave or violation of the contractual limits on the use of leaves.
 13. Multiple issues, similar or dissimilar, which result in repeated disciplinary action.
- C. No employee shall be dismissed without just cause.
- D. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action.

8.5 Due Process Procedure

The District shall apply its rules, orders and penalties in an impartial and equitable manner. The Board agrees that bargaining unit members shall not be disciplined without due process. "Due process" shall be defined as the following:

- A. Employees shall be forewarned of possible and/or probable disciplinary action. An employee shall be given reasonable prior notice of any performance deficiency. "Notice" is defined as verbal for minor incidents or written for serious incidents.
- B. All investigations regarding employee conduct shall be conducted fairly and objectively, and with the employee's knowledge unless such knowledge is being withheld to protect the integrity of an on-going confidential investigation.
- C. An employee shall have the right to respond to the evidence against him/her and present evidence in defense of the charges.
- D. Warnings and reprimands related to an employee's performance or assigned duties shall be discussed privately between the employee and the supervisor, except when either party requests the presence of an Association Representative. Provided, however, that the Administration may in its discretion disclose the nature of a disciplinary sanction to the person(s) who made the complaint which was the basis of the discipline imposed, if a record of such discipline has been placed in the employee's personnel file. The extent of the disclosure shall also be made known to the employee.
- E. Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, in accordance with the provisions of Article 8.7 of this Agreement.
- F. The Board of Education shall have the right to affirm, rescind and/or either increase or reduce the disciplinary sanction imposed by the Administration.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Association. Any complaint not called to the attention of the bargaining unit member, within ten (10) work days, may not be used in any disciplinary action against the bargaining unit member, unless such complaint is being withheld to protect the integrity of an on-going confidential investigation.

If any written discipline is found in a bargaining unit member's file that has been placed there without his/her knowledge, then a hearing shall be held before the Board's Personnel Committee to consider the appropriateness of the written discipline. The hearing shall include the employee and his/her immediate supervisor. If the Personnel Committee finds the written discipline warranted, then the employee shall have the right to respond in writing and the employee's response shall be attached to the written discipline. If the Personnel Committee finds the written discipline to be unwarranted, then it shall be removed from the personnel file.

8.7 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 Representation

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or can reasonably be expected, based on management's knowledge, to likely lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Provided, however, that the Administration may temporarily remove such employee(s) from duty until the union representative is available, if such removal is deemed necessary for security, safety or other legitimate reasons; and provided further that the Association shall ensure that a representative is available for a meeting with the Administration and the employee not later than one (1) working day after the initial request for representation.

8.9 Personnel Files

- A. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment; except privileged information, including attorney-client communication and student records, and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- B. No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been investigated by the Employer. If the complaint is found to be without merit, the Administrator shall state so in writing.
- C. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material. In no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file are inappropriate or in error, and the member's assertion is substantiated by the administration, the material will be corrected and/or expunged from the file, whichever is deemed to be appropriate by the superintendent.

8.10 Adverse Material

A bargaining unit member may request adverse material to be removed from his/her file, provided it does not violate Section 1230b of the School Code. The granting of such request shall be in the sole discretion of the employer. It is agreed that in the event the District receives a request from a third party (other than the union or bargaining unit member) for a member's personnel records which are more than four (4) years old, the Administration shall consult with the Association designated representative to review the current interpretation of relevant statutory provisions by the courts of Michigan before disclosing any such records.

8.11 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported in writing to the Employer by the Employee. The Employer shall provide assistance to the bargaining unit member, when possible under the circumstances, to prevent injury and loss of property. If the Board determines that the bargaining unit member acted appropriately, the District (1) will provide legal counsel as it deems necessary to handle the incident. (2) The Employer shall reimburse the bargaining unit member up to two hundred fifty dollars (\$250) during the course of one (1) calendar year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, (provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member). The Employer has the right to demand that the employee complete a police report prior to collecting reimbursement for any damages.

8.12 Special Education Complaints

A bargaining unit member will not be disciplined for participating in special education complaint procedures as provided for in State and Federal statutes, provided he/she accurately represents to the best of his/her ability the District's educational directives, policies, and practices.

8.13 Accommodation

The Employer will consider and discuss reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual.

- A. The Employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
- B. The parties will look to the factors set forth in the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

8.14 Sexual Harassment

The Board of Education agrees that it will adopt a policy addressing sexual harassment which shall include harassment by/against bargaining unit members. It is understood and agreed that the Board may from time to time amend such policy as the Board in its sole discretion shall deem necessary and appropriate. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal

to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or and individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

ARTICLE 9

Grievance Procedure

9.1 Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement affecting bargaining unit members may be processed as a grievance hereinafter provided.

9.2 Hearing Levels

- A. Informal Level: When a bargaining unit member(s) or the Association believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor, within ten (10) work days of the incident, in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may appeal the complaint to Formal Level 1.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be appealed in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no written decision has been made within ten (10) working days of receipt of the grievance, the grievance may, at the Association's discretion, be transmitted to the Superintendent or his/her designee. Within seven (7) working days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s).
- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no written decision has been made within ten (10) working days after the conclusion of the Level 2 grievance meeting, the Association may transmit the grievance to the officer of the Board, who is in charge of drawing

up the Board meeting agenda, not less than ten (10) working days prior to the next regularly scheduled Board meeting. Within one (1) month of the submission of the grievance to the Board, a grievance hearing shall be held. Within one (1) month of the hearing of the grievance, the Board shall render its decision in writing with copies to the Association and the grievant(s). The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein, or otherwise investigate the grievance. However, in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

E. Formal Level 4: If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period above provided, the Association may submit the grievance to binding arbitration not more than fifteen (15) working days after receipt of the Board's Level 3 disposition, (which shall be defined as placement of the written copy of said disposition in the Association President's designated school mailbox for internal school communications). The Demand for Arbitration shall include a copy of the grievance, and shall identify which, if any, of the aspects of the grievance are not intended to be appealed to arbitration. Failure to timely file a demand for arbitration shall constitute a complete and permanent bar to arbitration or other appeal of the Board's disposition and shall render the Level 3 disposition final and binding. The date of filing shall be defined as the date of the U.S. Postal Service postmark on the envelope in which the notice of appeal is mailed.

1. The arbitration proceedings, including the selection of the Arbitrator, shall be conducted pursuant to the rules of the American Arbitration Association, except to the extent those rules may be contradicted by any provision of this Agreement, in which case this Agreement shall take precedence. Provided, however, that the parties reserve the right to waive or amend any of said rules by mutual agreement of the parties in writing.
2. During arbitration proceedings, neither party shall be permitted to assert any ground nor rely on any evidence not previously raised in writing at least two (2) weeks prior to the arbitration hearing. Provided, however, any ground or evidence first discovered through the course of the opposing parties' testimony during the arbitration hearing may become part of the arbitration proceedings.
3. No individual shall have the right to appeal a grievance to arbitration without the express written authorization of the Association.
4. The following are excluded from Level 4 (Arbitration) and the Level 3 Board disposition shall be final and binding as to any grievance with regard to any of the following:
 - a. The termination of any probationary employee, or failure to re-employ any probationary employee during his/her initial fifty (50) working day probationary period.
 - b. Reassignment of an employee to his/her former position during or upon completion of the "trial period" under Article 16.6.
 - c. The substantive content of any performance evaluation.
 - d. Any and all allegations of the employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency. Provided, however, that it is understood and

agreed that the Association may assert alleged violations of such rights in any grievance as an alternative ground for relief, but that if such claims are rejected by the Board of Education, the exclusive remedy for such claims shall be the statutory procedures available at law for such claims under the applicable state or federal statutes.

5. The powers of the Arbitrator are subject to the following conditions:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide except concerning procedural matters.
 - c. The Arbitrator may not consider more than one grievance at the same time except upon expressed written mutual consent of the parties.
 - d. Where no monetary loss has been caused by action of the Board, 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 the occurrence or non-occurrence of the event upon which the grievance is based.
6. The fees and expenses of the Arbitrator shall be shared at the rate of fifty percent (50%) for the Board and fifty percent (50%) for the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense or witnesses called by the other.

9.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

9.4 Miscellaneous Conditions

- A. 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 and strict adherence to the time limits may result in hardship to any party, 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.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. Actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement, but may not be appealed to arbitration.
- C. Written grievances shall comply with the following requirements at all levels of the grievance procedure.
 1. It shall identify any allegedly aggrieved individual employee(s) and shall be signed by the authorized Association Representative or the individual grievant.

2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite all sections or subsections of this Contract alleged to have been violated and shall explicitly state how the grieved action is allegedly violative of such provisions.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
 7. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.
- D. All the time limits described in this Article shall be computed in terms of "work days" which shall be defined as days when the school district administrative offices are open and regularly scheduled for business. Provided, however, days when student instruction is cancelled due to inclement weather or days that are part of a scheduled break during the District's school year shall not be counted as "work days." The term "within" shall not include the day of the meeting or the event.
- E. A bargaining unit member whose testimony is reasonably required in a grievance hearing during the work day shall be excused with pay for that purpose (for the duration of time in which he/she is testifying). The bargaining unit member shall return to duty when his/her required testimony is completed. The Grievant and the Association President (or his/her designee) shall be excused from duty with pay for the duration of the hearing if the hearing occurred during regular work hours.
- F. All notices to be sent to "The Association" or decisions made by the "The Association" shall be sent to and communicated by the Association President.
- G. Grievance filed as Association Grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.
- H. If any bargaining unit member, for whom a grievance is sustained, shall be found to have been unjustly discharged, he/she shall be reinstated upon such terms (up to and including reinstatement with back pay) as the Arbitrator may deem just and appropriate under the circumstances. If any bargaining unit member shall have been found to have been improperly deprived of any compensation in violation of the express terms of this Agreement, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action depending on the decision of the Arbitrator.
- I. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association Representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources out of the school system and privileged information, including attorney-client communication and student records, shall be excluded from inspection.

- J. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance may be appealed to the next level.

9.5 Expedited Process

The Association and the Employer may mutually agree to process a grievance via the expedited grievance procedure of the American Arbitration Association.

ARTICLE 10

INCLEMENT WEATHER

10.1 Twelve-Month Employees

On days the District is closed due to inclement weather or other emergencies, twelve-month employees are expected to report for work. If weather conditions on the public roads prohibit said employee from reporting for work on time, he/she shall notify his/her immediate supervisor or his/her designee by the hour when he/she normally would report for work that he/she will report as soon as possible.

Employees working at least half a day under this section shall be granted compensatory time off for school days which are not rescheduled. Compensatory time off for the first occurrence shall be taken at a time to be determined by the superintendent or the superintendent's designee. If there is a second occurrence, the compensatory time off shall be taken at a time mutually agreed upon by the employee and the supervisor. If there is a second occurrence, the compensatory time off shall be taken at a time acceptable to the employee unless an emergency dictates his/her attendance.

If days are rescheduled, the twelve-month employee shall work said rescheduled days and receive only their regular rate of pay.

10.2 School Year or Extended Year Employees

On days the District is closed due to inclement weather or other emergencies. All school and extended year employees shall not be required to report for work and shall be paid their regular pay. In the event the District reschedules hours of instruction required by the State of Michigan in order to receive full state aid, employees will report to work and receive no compensation for the rescheduled days.

In the event the District reschedules hours of instruction not required by the State of Michigan to receive full state aid, employee will report and shall be paid at his/her regular rate.

Any school year employee or extended year employee who has scheduled sick or personal time when school is delayed or called off due to inclement weather or other emergencies shall not be charged for such sick or personal time.

Any school year employee or extended year employee who reports to work on state required rescheduled days but has not previously received compensation for unworked hours that are being rescheduled shall be paid at his/her regular rate.

ARTICLE 11

Negotiations Procedure

11.1 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

11.2 Contract Maintenance

Representatives of the Employer and the Association, upon the request of either party, will meet one work day of each month for the purpose of reviewing the administration of the contract and/or to resolve problems that may arise. Request for such meeting shall provide a minimum of one weeks notice. However, a meeting date shall be scheduled within ten workdays of the request. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the respective representatives shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified agreements.

11.3 Negotiations Release Time

When negotiations are conducted during regular work hours, released time shall be provided for the Association's representatives.

11.4 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

11.5 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association.

Copies of this Agreement shall be printed at the expense of the Employer, within sixty (60) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the

Employer. In addition, the Employer shall provide the Association with ten (10) copies of the Agreement without charge to the Association.

All school district personnel policies shall be made available to the Association within thirty (30) days of the commencement of this Agreement or upon employment. Any subsequent changes in personnel policies shall be distributed to all bargaining unit members prior to their implementation.

ARTICLE 12

Work Year, Workweek, Workday

12.1 Work Year

The normal work year for all bargaining unit members shall be assigned according to the state mandated requirements, which coincides with the student attendance year and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

- a. The work year for the Paraprofessional position(s) serving as dedicated aides to special needs students may vary (not to fall below state mandated student attendance day requirement)
- b. School Year Secretarial/Clerical Personnel: Shall be at least two (2) weeks before the reporting date of teachers and ending at least two (2) weeks after the last teacher work day, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.
- c. All bargaining unit members will take part in at least two (2) days of Professional Development designated by the Employer with pay. These days shall not be conducted in less than ½ day increments. The Employer shall provide written notification of required Professional Development at least ten (10) working days in advance.

12.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

12.3 Work Day

The work day for all bargaining unit members shall be as follows. All hours shall be consecutive, except for bus drivers.

- a. Custodians:
First Shift and Second Shift - Eight and one-half (8-1/2) consecutive hours (including one-half (1/2) hour unpaid lunch period).
Part Time - Positions of at least four (4) hours consecutive per day.
- b. Food Service:

Full time employees scheduled between 6:00 a.m. and 3:30 p.m. (including one-half (1/2) hour unpaid lunch period)

Part Time - Positions of at least four (4) hours consecutive per day.

- c. Paraprofessionals: Six and one half (6-1/2) hours normally with a minimum of four (4) hours consecutively- No earlier than 15 minutes before the arrival of students and no later than 15 minutes after departure.
- d. Secretarial/Clerical: Full time; Eight and one-half (8-1/2) consecutive hours beginning no earlier than 7:30 a.m. [including one-half (1/2) hour unpaid lunch period] and ending no later than 5:30 p.m.
Part time position of at least four (4) consecutive hours may be established for a special needs. Example:
Part time counseling office secretary.
- e. Bus Drivers: As per scheduled run. Runs shall be scheduled according to the system set out in Article 15 of this Agreement. It is understood that senior drivers shall be allowed to drive the maximum number of hours that their driving schedule will permit.

12.4 Notification of Schedule Changes

The Association recognizes that student needs are paramount in the Board's determination of the optimum yearly, weekly, and daily schedule(s) for provision of auxiliary services by bargaining unit members. The Board and Administration recognize the legitimate desire of employees to be informed in advance about impending changes in work schedules, and the Board agrees to provide two (2) calendar weeks advance notice of schedule changes to all affected employees whenever practical.

12.5 Alteration

If an employee reports for work and is sent home due to unforeseen circumstances, the employee shall receive a minimum of three (3) hours of his/her pay or his/her pay for all hours worked, whichever is greater. For bus drivers, see Article 14, Section 1.

12.6 Duty-Free Lunch

All bargaining unit members working five (5) or more hours shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift. If the bargaining unit member's scheduled lunch is interrupted and the member is required to perform work-related duties, he/she shall receive compensatory time at the end of the day for all time worked.

12.7 Emergency Call-In

A minimum of three (3) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of Section 13.10.b.

12.8 In-Service

The Employer may schedule mandatory in service training programs for any classification, up to and including all bargaining unit members. Such programs may be held in conjunction with in-service training scheduled for the instructional staff. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay (Bus Drivers to be paid at the field trip rate, see Article 14, Section 1) for the hours of the in-service. All Support Staff are guaranteed a minimum of two (2) paid professional development days as outlined in Article 12, Section 1,C.

12.9 Substitutes

A. Non-bargaining Unit Substitutes

The Employer may provide substitutes as deemed necessary by the employer during the absence of a regular bargaining unit member. A non-bargaining unit member assigned by the Administration to perform the work of an absent bargaining unit member will be paid the regular substitute rate (as established by the Board in its sole discretion.)

B. Assignment of Substitute Work

The Employer may choose to offer the opportunity to perform the work of an absent regular bargaining unit member to other bargaining unit members regularly assigned to the building or classification instead of offering the work to a non-bargaining unit substitute.

C. Substitute Rate for Bargaining Unit Members

A regular bargaining unit member asked by the administration to perform the work of an absent bargaining unit member will be paid the regular rate of the assignment for those duties (as defined in Appendix A). However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during instances of an absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

12.10 Cleanup

Bargaining unit members shall be granted time prior to the end of the work shift in which to put away equipment and supplies and for the purpose of work-related cleanup.

ARTICLE 13

General Working Conditions

13.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks, that based on the employer's knowledge, would reasonably be expected to endanger his/her health or safety. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties as determined by the Board.

13.2 Student Discipline

The Employer will work with bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. The bargaining unit member may seek assistance from his/her supervisor with respect to students who are disruptive or who repeatedly violate rules and regulations. Assistance may include relieving the bargaining unit member of responsibilities with respect to such students. Bargaining unit members may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits and as provided by Board policy.

13.3 Medication

If bargaining unit members are required to dispense or administer medication or perform medically related procedures, they will be given appropriate training and/or guidelines for performing such responsibilities. Any medically related procedures or personal hygiene procedures performed for students shall be voluntary and extra compensation at one-and-a-half (1 ½) times the regular rate shall be paid.

13.4 Supervision

A bargaining unit member shall be responsible to only one classification, supervisor, or building principal, said supervisor to be designated by the Employer at the beginning of each contract year with written notification provided to each bargaining unit member. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

13.5 Equipment

The Employer shall provide without cost to the bargaining unit member such equipment and supplies, as the Employer deems necessary, including the following:

- a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products, other bodily products and Hepatitis B immunizations where required.
- b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
- c. Safety glasses where applicable.

13.6 Licenses or Test Fees

The Employer shall provide reimbursement for the cost of licenses, renewal of licenses, or test fees for licenses or cost of tests required for the bargaining unit member to perform his/her job or position.

ARTICLE 14

Conditions of Employment

14.1 Transportation

In addition to those working conditions outlined in Article 14, the following shall apply to all transportation bargaining unit members:

a. Runs

1. The District shall maintain a bus run system, morning and afternoon, as well as kindergarten runs, vocational runs, special education runs, band runs, and all runs to other locations customarily performed by the District employees.
2. All transportation of students, whether in buses, vans, station wagons, or other multi-passenger vehicles, for educational, instructional, enrichment, vocational, athletic or school-related activity purposes, shall be considered bargaining unit work.
3. Runs shall be constructed at least fifteen (15) calendar days prior to the school year, and shall be patterned on the prior-year route assignments. The District shall hold a run selection meeting at least fourteen (14) calendar days prior to the beginning of the school year. Every driver shall be notified of the meeting time and location at least seven (7) calendar days in advance of the meeting.
4. At the run selection meeting, all known runs shall be posted, including the length, number of stops, and estimated time.
5. Drivers shall select runs on the basis of seniority.
6. Drivers who have held a particular driving position in the previous year shall receive first consideration for the position driving the following year. Should a driver indicate in writing that they no longer wish to hold that driving position, then it will become available to the other drivers.
7. In constructing runs, kindergarten (morning, afternoon, and noon runs), vocational, special education, and band runs shall be posted as separate runs.
8. All single runs up to one (1) hour in length shall be paid as though the run took one (1) full clock hour. Runs in excess of one hour shall be paid in half hour increments.
9. All regular runs shall be considered one and one half (1 ½) hours. *3hrs*
10. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 17 and awarded to the most senior driver applicant.
11. All runs available during the summer period shall be posted and awarded to the most senior driver applicant within the application period.

b. Preparation of Buses/Down Time

1. Drivers are responsible for performing the safety checklist that has been negotiated between the parties. The results shall be kept on a form supplied by the Administration. They are responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned.
2. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the safety check as outlined above, fueling, and sweeping, paid at the driver's regular hourly rate.
3. Drivers shall keep bi-weekly records of miles traveled, gasoline consumption and additional runs on a form supplied by the Administration.

Service/work order reports shall be prepared and maintenance needs promptly taken care of.

3. Drivers shall be paid "standing time" or "down time" for all of the time a driver is on duty and not driving a bus. "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students.
4. All driving and "standing time" or "down time" shall be compensated at the field trip rate.

c. Field Trips and Extra Runs

1. a. A field trip is defined as any transportation of students other than a regular run. All field trips shall be considered bargaining unit work.
b. Additional runs termed extra runs are for rescue and/or bus servicing outside the school district.
2. All field trips shall be posted, at least one (1) week in advance along with the projected length of the trip. Field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver with the longest non-trip interval.
3. There shall be a two (2) hour minimum payment for a field trip on a day when school is not in session.
4. If no driver willingly accepts a field trip (and if there is no substitute driver available for such a trip) then the least senior driver may be required to take the field trip.
5. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. Drivers shall be paid their regular run rate plus the field trip compensation.

6. Field Trip Rates for Bus Drivers :

\$8.50 per hour 2003-04, 2004-05
\$8.75 per hour 2005-06
\$9.00 per hour 2006-07

An additional \$1.00 per hour shall be paid for weekends or holidays.

In the event a driver is called in for a field trip and the trip is cancelled, the driver shall receive three (3) hours of field trip compensation.

7. Bus drivers agree that any class or club that has earned their own money for a recreational trip to be taken on a non-school day shall be allowed to select their own driver(s).
8. Drivers serving as a chaperone on a field trip runs or athletic trip runs shall be paid an additional \$10.00 (ten dollars) per run.
9. The vocational agricultural instructor shall drive bus for local vocational agriculture class field trips. FFA trips shall be considered club field trips and be assigned to bus drivers as an additional run.

d. Substitutes/Temporary Run Vacancies

1. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who can accommodate it in their regular driving schedule. If no such driver(s) is available, it shall be offered to substitute drivers based on their seniority date.
2. In no event shall runs or field trips be assigned to a non-regular driver or to a substitute driver when bargaining unit members are available to perform the work.

e. Licensing/Training

1. The District shall pay for all required licensure, testing and physical examination, as may be requested for full licensure.
2. The District shall pay the full cost of the required physical examination if performed by a District selected physician. The bargaining unit member may select his/her own physician for a physical examination and the District shall reimburse only the amount equal to the full cost of the required physical examination if it had been performed by a district selected physician.
3. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meetings), testing, and run selection meetings.

f. Meal/Lodging Reimbursement

1. The District shall reimburse drivers for all field trip meal costs up to a maximum of fifteen dollars (\$15.00) per meal. A receipt is required. The cost of alcoholic beverages shall not be reimbursed by the district.
2. The District shall reimburse drivers for the cost of a motel room if a trip involves an overnight stay. A receipt is required.

3. In the event a driver has "standing time" or "down time", time accumulated between driving times during a single day, in connection with a trip, he/she shall be compensated for all such time at the field trip rate.
4. A driver shall be compensated for eight (8) hours of "sleep time" for all overnight trips, that shall be in addition to hours accumulated under 3, above.

g. Jackets

A winter drivers' jacket and spring jacket shall be provided without cost to each driver after the ratification of this Agreement, and thereafter with the completion of the probationary period, or alternating years for each style of jacket.

14.2 Clothing Allowance

Each Food Service and Custodial employee shall have an annual \$100.00 (one hundred dollar) clothing allowance, effective July 1, 2001, the style and selection to be made by the staff and supervisor. At the request of the bargaining unit secretaries, a bi-annual \$50.00 allowance per secretary shall be available for school identity clothing purchase.

14.3 Custodians

a. Summer Employment

1. Custodians shall have the option to work four (4) 10-hour days during the summer period.
2. All custodians shall be given the option of working first-shift hours, regardless of their shift assignment during the school year.
3. Custodians shall be assigned to their own facilities for summer cleaning. When their assigned facility is cleaned, they may be assigned by their supervisor to assist other employees in finishing facilities other than their own.

b. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

c. Shift Premium

All custodial/maintenance employees working shifts beginning after 2 p.m. shall be paid a premium of \$.30 (thirty cents) per hour.

d. Building Checks

Bargaining unit members shall be paid a minimum of one (1) hour overtime pay for building checks outside their normal shift.

14.4 Paraprofessionals

a. Substituting for Teachers

Whenever a paraprofessional substitutes for a certified teacher, he/she shall be compensated at one-and-a-half (1 ½) his/her normal rate. If the substitution is for a teacher who normally has a paraprofessional, and the paraprofessional is unavailable, then the rate shall be two (2) times the employee's normal rate.

b. Personal Work

Paraprofessionals shall not be asked or expected to perform personal work for teachers, administrators, or others.

c. Any Para-professional assigned to playground as a part of their normal assignment shall be provided without cost a spring jacket and a winter jacket. During subsequent years a new jacket shall be provided at the discretion of the District.

d. Para-professionals shall be provided paid time from their normal schedules to attend one training session for preparation for an assessment to become qualified for ESEA. Additionally they shall be provided paid time off for up to two (2) testing sessions for the assessment.

e. The District and the association agree to develop a Litchfield Community Schools Assessment for Title I Para-Professionals within the parameters of state guidelines. The local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESEA) (20 USC 6319(c)).

f. If a Para-professional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the ESEA, then he/she shall be considered by the District as meeting the requirements.

g. An employee who is subject to the requirements of the ESEA who is unable to meet the requirements by the deadline established by law shall be laid off by the District with recall rights as established under Article IX hereunder.

14.5 Secretaries

a. Substitute Call-in.

Any bargaining unit member assigned responsibility for calling substitutes shall be paid according to the Salary Schedule Appendix A (per month for ten months, running from mid-August to mid-June). The Employer shall provide a cell phone for the purpose of substitute calling only.

b. Any bargaining unit member assigned responsibility for producing a school newsletter shall be paid \$540 (five hundred forty) dollars per newsletter. The Employer shall reimburse all prior approved expenses incurred by the bargaining unit member for supplies. This amount is \$540 through 2005-06.

14.6 Miscellaneous

- a. Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall, for the purposes of benefits and pay:
 1. Be paid at the classification rate for each position.
 2. Receive benefits as though all work was performed in a single job or classification.
- b. And employee's annual wage shall be calculated by multiplying their hourly rate from Appendix A by the number of hours multiplied by the number of days including holidays.
- c. Employees will be paid in twenty-one or twenty-six pays. Each employee shall inform the Business Office in writing on or before the start of each school year which payment plan he/she wishes to participate in. Payroll checks will be issued bi-weekly on Fridays to employees except as elsewhere provided. Employees should instruct the business office (in writing two weeks in advance) to send this pay to his/her bank for deposit, or to an address specified by the teacher. Employees may elect to receive all remaining checks with the 21st check if they notify the Business Office in writing of this choice by April 1 of the school year.
- d. Upon leaving the system or layoff, residual pay will be paid to the employee or any amount previously paid but unearned shall be deducted from the last paycheck of the employee.

All additional monies earned beyond the normal schedule shall be paid within two (2) pay periods of time earned.

ARTICLE 15

Seniority

15.1 Seniority Defined

Unit seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first working day or, in the case of bus drivers who began their employment as a substitute, on their twenty-first (21) work day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Classification seniority shall be defined as the length of service within the district as a member of his/her classification within the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day in the classification or, in the case of bus drivers who began their employment as a substitute, on their twenty-first (21st) work day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

15.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be fifty (50) work days.

15.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- a. Bus Driver
- b. Secretarial/Clerical
- c. Custodial
- d. Food Service
- e. Maintenance
- f. Paraprofessional

15.4 Seniority List

The initial seniority list, including both classification and unit seniority list, shall be prepared within thirty (30) work days after the effective date of this Agreement. Thereafter, the Employer shall prepare and maintain the seniority list and shall post the seniority list annually for bargaining unit members. If a bargaining unit member believes there is an error in the seniority list, he/she must advise his/her supervisor within thirty (30) calendar days of the annual posting or any such alleged errors are waived. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

15.5 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, or when recall rights are exhausted. Upon voluntary transfer to a non-bargaining unit position, bargaining unit seniority shall neither accrue nor be lost while the employee is in such a position. Such seniority may not be used to re-enter the bargaining unit during a layoff, if it would result in the layoff of a currently employed bargaining unit member. However, the employee can use his/her accumulated seniority to apply for an open position and return to the bargaining unit, or accept a position in a non-bargaining unit position while on layoff from a bargaining unit position and shall continue to accrue seniority in the bargaining unit.

ARTICLE 16

Vacancies, Transfers, and Promotions

16.1 Vacancy Defined

A vacancy shall be defined as a newly created position or an unfilled present position that the Board has determined to fill.

16.2 Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description

16.3 Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by posting it in a conspicuous place in each building and mailing a copy to the Association President.

16.4 Award of Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Qualified shall be interpreted to mean the employee possesses the skills and abilities to perform the tasks required by the position or possesses skills and abilities necessary to learn the task in a 30 day work period. Previous satisfactory performance in the position shall constitute skills and ability to perform.

Should no bargaining unit member from the affected classification apply, the vacancy shall be filled by a qualified applicant from other classifications with the most unit seniority. However, a less senior member or

outside applicant may be awarded the vacancy if the less senior member or outside applicant is demonstrably more qualified in the necessary skills.

16.5 Selection

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. The Employer shall have an additional ten (10) workdays if needed for selection purposes, and the Association will be notified in writing that such an extension is needed. Each applicant shall be so notified in writing with a copy provided to the Association.

16.6 Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The parties may mutually agree to extend the trial period for another thirty (30) workdays. If the Employer decides to return the bargaining unit member to his/her previous assignment, the decision will not be subject to the grievance procedure, but may be appealed to the Board, provided the Board may refer the appeal to a Board committee for a decision.

16.7 Transfer Rights

Bargaining unit members transferring to a new position shall be placed at the appropriate step in the classification into which they transfer based on their unit seniority. They shall suffer no loss of accrued seniority, vacation, or holiday benefits.

16.8 Involuntary Transfers

A. Involuntary transfers shall be defined to include:

1. An involuntary re-assignment from one classification to another classification
2. An involuntary re-assignment to a position with a lower pay rate
3. An involuntary re-assignment which causes a loss of fringe benefits

Bumping under Article 17 shall not be considered an involuntary transfer.

B. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause. Bargaining unit members shall not be placed on a lower step in the wage schedule due to involuntary transfers, nor shall they suffer any loss of seniority, vacation, holiday, or leave benefits, or insurance benefits. Provided, however, the parties agree that (1) an involuntary transfer for disciplinary reasons may result in an employee being placed on a lower step in the wage schedule and (2) involuntary transfers which are imposed as a disciplinary sanction shall be governed by the provisions of Article 8 rather than Article 16.

Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 17

Reduction in Personnel, Layoff, and Recall

17.1 Layoff Defined

Layoff shall be defined as a reduction in the number of positions or employees in the bargaining unit beyond normal attrition. NOTE: For purposes of this Article, the term "classification" shall be used as defined in Article 15 of this Agreement.

17.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member has been notified of said layoff at least thirty (30) workdays prior to the effective date of the layoff. Should an emergency situation arise beyond the control of the Employer, the notice of layoff shall be at least five (5) workdays prior to the effective date of layoff. An emergency situation for purposes of this section includes employees whose primary responsibilities center on providing services for or to a specific student(s).

17.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the bargaining unit members with the least classification seniority in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force, had their hours reduced, or who have been affected by a layoff/elimination of position, or displacement by a more senior employee shall have the right to assume a position for which they are qualified, which is held by a bargaining unit member with less classification seniority in their classification. A displaced bargaining unit member who has "frozen" seniority previously accumulated in a different classification may use such seniority to displace a less senior member in that classification with equivalent work hours, provided he/she is qualified for the position.

In order to avoid layoff or a reduction in hours, a bargaining unit member may use unit seniority to bump the least senior unit seniority member(s) of those working in a classification for which the displaced member is qualified.

17.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority and ability to do the substitute work. A bargaining unit member may substitute in other classifications if the Employer deems he/she is qualified to do the substitute work. The Employer shall continue all fringe benefits for the duration of the month in which the effective date of the layoff falls. Provided, however, the employee is not obligated to reimburse the employer for the cost of premiums which have already been paid in advance by the Employer. Laid-off bargaining unit members may continue their health, dental and life insurance benefits as permitted under COBRA.

17.5 Recall

- A. Laid-off bargaining unit members shall be recalled to vacant positions within the classification from which they were laid-off in order of seniority, with the most senior being recalled first, to any such position for which they are qualified. A bargaining unit member shall be deemed qualified for the position, provided he/she has:
1. Substituted in a same or similar position for twenty (20) consecutive days
 2. Previously held the same or similar position
 3. Been previously trained to do the work, or
 4. In the determination of the Employer could satisfactorily perform the work and could be trained within a reasonable amount of time.
- B. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- C. A recalled bargaining unit member shall be given five (5) work days from receipt of notice to return to work, unless he/she is otherwise employed and must give his/her other employer notice of resignation. In this event, the Employer will fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within twelve (12) work days from receipt of the original notice of recall. The Employer may extend these time limits at its discretion.
- D. Bargaining unit members recalled to a position for which they are qualified, with equivalent hours of work as previously held, are obligated to take said work. A bargaining unit member who declines recall to an equivalent work/hour position, for which he/she is qualified, shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.
- E. Laid-off bargaining unit members shall be retained on the District's recall list for a period of three (3) calendar years from the time of layoff, after which they shall no longer have any contractual right to recall.

17.6 Partial Layoffs

The Board reserves the right to reduce the scheduled workday of any employee(s) in accordance with the Board's determination of the best interests of the School District subject to Article 12.4. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions. Provided, however, that in the event that any such reduction which becomes effective prior to the expiration date of this collective bargaining contract would cause any employee(s) who was previously eligible for and receiving health insurance benefits under the terms of this contract shall be "grandfathered" (permitted to continue to receive such benefits notwithstanding that he/she/they no longer meet the 'minimum hours' required to be eligible for such benefits) until the date of expiration of this agreement.

17.7 Student Workers

No student workers shall be employed if members of the bargaining unit are on layoff. In no event will student workers displace bargaining unit members.

ARTICLE 18

Sick Leave

18.1 Sick Leave

At the beginning of each work year, each twelve month bargaining unit member, transportation and secretarial shall be credited with twelve (12) days of sick leave, and each school year bargaining unit member shall be credited with ten (10) days of sick leave, each day being equal in hours to the members normally scheduled hours, the unused portion of which shall accumulate from year to year to one hundred twenty (120) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. If the employee does not complete the year of work, only that portion of the days earned will be granted. Any additional days that were used, which were not earned, will be deducted from the employee's last paycheck.

Upon severance from the District employees with ten (ten) or more years of service shall be compensated for any unused sick leave days at the rate of 50% of their daily rate.

18.2 Employment-Related Injury

Absence due to injury or illness incurred in the course of the bargaining unit member's employment which is legally determined to qualify the member for receipt of worker's compensation benefits shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits, and all benefits received under the Michigan Workers' Compensation Act for the duration of such absence. The salary differential paid by the Employer is not to be offset by or coordinated with Workers' Compensation benefits. Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position within the classification of his/her original position if the former position no longer exists, provided that his/her seniority is sufficient to obtain such position.

18.3 Sick Day Usage

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- a. Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family as defined below, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.
- b. Medical or Nursing Care - The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined below.
- c. If the District in its discretion suspects an employee may be abusing his/her sick leave, the Employer reserves the right after three consecutive days of sick leave use, to require substantiation (including, but not limited to a physician's statement) prior to the payment of sick leave.
- d. An employee, who willfully abuses, misrepresents, or otherwise violates use of sick leave, may be subject to disciplinary action, docking of pay, or in case of severe or repeated violations, dismissal.
- e. An employee unable to report to work because of illness or emergency shall call his/her immediate supervisor or a designated person as arranged in the beginning of the year by the immediate supervisor. It shall be the responsibility of the District to arrange for a substitute and to determine if a substitute is needed.

18.4 Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, stepparent, mother-in-law, father-in-law, or anyone who has stood in that relationship to the bargaining unit member.

18.5 Bereavement Leave

The bargaining unit member shall be able to use his/her sick leave for death in the immediate and extended family (defined as spouse, children, parents, parents-in law, siblings, grandparents and grandchildren).

18.6 The Superintendent, at his or her discretion, can extend the definition of immediate and extended family (listed above).

ARTICLE 19

Other Paid Leaves

19.1 Personal Leave

At the beginning of every contract year, each twelve (12) month bargaining unit member, transportation and secretary shall be credited with three (3) days to be used for the bargaining unit member's personal use. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least two (2) day in advance, except in cases of emergency. Personal leave days shall be available for the practice of individual religious preferences. Unused personal leave days may accumulate to five (5) days plus the current year's allotment. Unused days beyond the accumulation shall accumulate as sick leave.

19.2 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time. Any compensation received by the bargaining unit member, excluding mileage, shall be turned over to the District.

19.3 Armed Services

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect.

ARTICLE 20

Unpaid Leaves

20.1 Leaves of Absence

Leaves of absence without pay for up to two (2) years in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate.

20.2 Return from Leave

A bargaining unit member returning from a leave of absence of one year or less shall be reinstated to the same position he/she held when the leave began if the position exists, or if not, to a comparable position in the same classification, provided the member's seniority in that classification is sufficient to displace another employee. Bargaining unit members returning from a leaves greater that one year shall be reinstated to the same or similar position.

20.3 Extensions

An extension past the one (1) years may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return. Bargaining unit members granted extensions shall return to the first vacant position in his/her classification for which he/she is qualified.

20.4 Unpaid Leaves

Unpaid leaves of absence shall be granted by the Board under the auspices of Article 20.1 for the following purposes:

A. Public Service

A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office, which requires a full-time commitment. During such leave, seniority and experience (pay) credit shall neither accrue nor be lost.

B. Educational

A leave of absence not to exceed one (1) year may be granted for the purpose of permitting the bargaining unit member to continue his/her education. The bargaining unit member will provide to the District his/her anticipated course of study and the length of leave time needed. Upon return from the leave, the Employer may reimburse the bargaining unit member for the cost of tuition and fees. During such leave, seniority and experience (pay) credit shall neither accrue nor be lost.

C. Association Office

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association, or an officer or intern or staff member in its state or national affiliate.

20.5 Short Term Leave

A leave up to one month may be granted in the sole discretion of the Superintendent. Benefits and seniority shall remain in effect for the duration of the leave. In determining whether to grant such leave requests, the Superintendent shall specifically determine the following:

1. Any negative impact on the District operations, which may be caused by the employee's absence.
2. The availability of substitute or replacement personnel with the appropriate skills.
3. The possible long-term benefit to the District from the employee's activities while on leave.
4. Extended leaves shall generally not be granted under this provision for recreational activities, job seeking, hunting/fishing, or other similar activities.
5. Any other factors which may be relevant to any particular request.

20.6 Personal/Family Illness Leave

A leave of absence not to exceed one (1) year, inclusive of any FMLA leave, shall be granted for either personal illness of the employee or where it is necessary for the employee to provide direct care for a family member

(within the parameter set forth in Section 20.5A below. Provided, however, that this provision shall not be applied retroactively to any employee whose eligible condition/circumstances began prior to the date of ratification of this collective bargaining agreement).

1. The Administration expressly reserves the right to require that employees applying for, or serving on, a leave under this provision submit to a medical examination by a physician selected by the Administration at reasonable intervals (and at the District's expense).
2. All leaves granted under this provision shall be deemed to run concurrently (not consecutively) with any FMLA leave time for which the employee is eligible.

20.7 Family Medical Leave

A. A leave of absence shall be granted to any bargaining unit member for any of the following purposes, subject to the provisions of the FMLA:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Provided, however, that any employees claiming leave or benefit privileges under Article 20.5 shall not be eligible to appeal such claims to arbitration or to pursue such claims as a cause of action in state or federal court for breach of contract, but all such claims must be appealed solely as statutory claims under the FMLA and pursuant to the appeal procedures established in the FMLA and the interpretive regulations issued by the federal Department of Labor.

B. The parties agree that the use of paid sick leave, personal leave, vacation leave, or any combination thereof, for the purpose of extending the FMLA benefits for all or part of the duration of the leave shall be dealt with on a case-by case basis, and such extension shall be in the sole discretion of the Board.

ARTICLE 21

Vacations

21.1 Vacation

All twelve month employees only bargaining unit members shall receive paid vacation time. Vacation time shall be granted, provided the bargaining unit member notifies the supervisor at least one month in advance of his/her vacation dates, provided, however, the District reserves the right to deny a vacation request if such leave would substantially interfere with the District's needs. If the District must deny a vacation request, then it shall do so within five (5) work days of the request. The District, in its sole discretion, may approve a vacation time request that is submitted with less than a month's notice. If more than one bargaining unit member requests the same vacation dates(s) in a twelve-month period, the member who first requests the time off shall be granted his/her request.

21.2 Vacation Accumulation – (Twelve-month employees only)

Vacation is deemed earned after a year’s work. If vacation is taken prior to the completion of a year, then the employee’s vacation pay will be prorated based on the time worked. Upon termination, a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date on the basis of the following schedules:

<u>Years Employed</u>	<u>Vacation Pay</u>
One year	5 work days
2 nd through 7 th year	10 work days
8 th through 15 th year	15 work days
16 years or more	20 work days

21.3 Employees who do not use all their vacation time may carry over up to five (5) days into the next work year.

ARTICLE 22

Holidays

22.1 Holidays

Effective with the 2000-01 school year, all bargaining unit members shall have the following days off with pay: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year’s Day, Good Friday and Memorial Day (and for bus drivers who have completed the school year with no accidents and tardy runs, one additional paid holiday). Twelve-month custodial/maintenance employees shall have the following days off with pay: July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Good Friday and Memorial Day. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

ARTICLE 23

Bargaining Unit Member Evaluations

23.1 Observation

All formal monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal observations shall be for periods of time that accurately sample the bargaining unit member’s work. Formal observations shall be preceded by forty eight (48) hours notice.

Evaluations may also incorporate relevant information based on informal observations (conduct occurring in the presence or within sight or earshot of the evaluator during the performance of duty other than during a “formal”

observation session), and/or anecdotal reports from reliable third-party witnesses to relevant conduct, provided that the employee is given an opportunity to review and respond to such a written report.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall primarily focus on the actual performance of the job duties as assigned and shall take into consideration the employee's job description. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be conducted by the bargaining unit member's immediate supervisor or such other administrator as may be designated by the Superintendent of Schools.

23.2 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

23.3 Evaluation Conferences

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

23.4 Termination

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Association.

23.5 Conclusion

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement:
"Considering all factors, the work performance of this bargaining unit member is ____ satisfactory, ____ unsatisfactory (check one)."

ARTICLE 24

School Improvement

The Association shall have a representative, appointed by the Association, to the District-wide School Improvement Committee. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours or shall be at the bargaining unit member's regular hourly rate for meetings scheduled beyond the bargaining unit member's work day. Service on this committee shall be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation.

ARTICLE 25

Job Descriptions

Job descriptions will be developed for each classification within one (1) year after the ratification of this Agreement. Such job descriptions shall be developed by the Employer with input from the Association's representatives. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of required tasks and responsibilities

Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions.

ARTICLE 26

Duration of Agreement

This Agreement shall be effective as of July 1, 2005, shall continue in effect until the 30th day of June, 2007.
In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this
19th day of October, 2005

ASSOCIATION

By: [Signature]
Association President

By: [Signature]
Secretary

By: [Signature]

MEA Uniserv Director

Date: 10/20/05

EMPLOYER

By: [Signature]
Board of Education President

By: [Signature]
Board of Education Vice President

By: [Signature]
Superintendent

Date: 10-19-05

APPENDIX A
GRIEVANCE REPORT FORM

(1 OF 3)

Grievance # _____ Public Schools

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor in Duplicate

Building

<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature of Supervisor

Date

D. Disposition of Grievant and/or Association: _____

Signature

Date

APPENDIX A
GRIEVANCE REPORT FORM

(2 OF 3)

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP 3

A. Date Submitted to Board: _____

B. Disposition of Board: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

APPENDIX A
GRIEVANCE REPORT FORM

(3 OF 3)

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator

Date

NOTE: If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

APPENDIX B

SALARY SCHEDULE

CUSTODIAN/MAINTENANCE

STEP	2004-2005	2005-2006	2006-2007
1	\$10.72	\$10.97	\$11.22
2	\$11.14	\$11.39	\$11.64
3	\$11.57	\$11.82	\$12.07
4	\$12.01	\$12.26	\$12.51
5	\$12.43	\$12.68	\$12.93
6	\$12.86	\$13.11	\$13.36

SECRETARIES

STEP	2004-2005	2005-2006	2006-2007
1	\$11.83	\$12.08	\$12.33
2	\$12.28	\$12.53	\$12.78
3	\$12.76	\$13.01	\$13.26
4	\$13.23	\$13.48	\$13.73
5	\$13.71	\$13.96	\$14.21
6	\$14.17	\$14.42	\$14.67
*Sub Caller	\$330.00	\$330.00	\$330.00

TRANSPORTATION

STEP	2004-2005	2005-2006	2006-2007
1	\$14.49	\$14.74	\$14.99
2	\$15.08	\$15.33	\$15.58
3	\$15.65	\$15.90	\$16.15
4	\$16.23	\$16.48	\$16.73
5	\$16.80	\$17.05	\$17.30
6	\$17.38	\$17.63	\$17.88

Field Trip Rate: \$8.75/hour for 2005-2006
\$9.00/hour for 2006-2007

COOKS/PARAPROFESSIONALS

STEP	2004-05	Title 1	2005-06	Title 1	2006-07	Title 1
1	\$8.57	\$9.10	\$8.82	\$9.82	\$9.07	\$10.07
2	\$8.91	\$9.26	\$9.16	\$10.16	\$9.41	\$10.41
3	\$9.26	\$9.61	\$9.51	\$10.51	\$9.76	\$10.76
4	\$9.60	\$9.95	\$9.85	\$10.85	\$10.10	\$11.10
5	\$9.89	\$10.23	\$10.14	\$11.14	\$10.39	\$11.39
6	\$10.19	\$10.50	\$10.44	\$11.44	\$10.69	\$11.69

AN ADDITIONAL \$1.00 per hour shall be paid for weekends and holidays.

* Each employee meeting the Title 1 guidelines of an Associate degree, sixty semester hours of approved credit from an approved college or university or pass the test approved locally or by the State of Michigan for certification, will be placed on this column of Salary Schedule, Appendix A.

NOTE: Assistant Manager \$1.25/hour over rate

Longevity Rate: After ten years of service with Litchfield Community Schools, employees will receive an additional 2% over their scheduled rate.

After fifteen years with Litchfield Community Schools, employees will receive an additional 4% over their scheduled rate.

APPENDIX C

A. Eligibility for Benefits

The specific employees listed below shall be entitled to the insurance benefits as described below.

B. To be eligible for fringe benefits as specified in this Appendix employees must be able to perform the "at work requirement" with Litchfield Schools before benefits are effective, in accordance with the carrier, rules and regulations if such exist.

C. Coverage:

1. MESSA Health Insurance Package (same options and co-pay as LEA

A. Nancy Moore

2. MESSA "PAK B"

A. Pam Barrington

Parties agree to Appendix B with the potential of improving an insurance plan for the 2005-06 and subsequent school years.

APPENDIX D
Calendar 2004-2005 School Year
Litchfield Community Schools

		Monthly Teacher	Monthly Student	PD
<u>August 2004</u>				
Aug. 30	Teacher Work Day			
Aug. 30	School Wide Open House 6-7 p.m.			
Aug. 31	Professional Development – Adaptive Schools	2	0	1
<u>September 2004</u>				
Sept. 1	Professional Development – Adaptive Schools			
Sept. 2	Teacher Work Day			
Sept. 3	No School – Labor Day Weekend			
Sept. 6	No School – Labor Day Weekend			
Sept. 7	First Day for Students			
Sept. 27	No School for students – Fair Day			
	Professional Development Day for Staff	20	17	2
<u>October 2004</u>				
Oct. 29	End of First Marking Period	21	21	
<u>November 2004</u>				
Nov. 3	P/T Conf. 3-7:00 p.m. 11:10 a.m dismissal			
Nov. 4	P/T Conf. 12:00-4:00 p.m. 11:10 a.m. dismissal			
Nov. 5	No School			
Nov. 25-26	Thanksgiving Break No School	19	18	
<u>December 2004</u>				
Dec. 22-31	Winter Break – No school for students/staff	15	15	
<u>January 2005</u>				
Jan. 3	School Resumes Teachers/Students			
Jan. 14	End of Semester/Professional Development Day for Staff - Dismiss at 11:10 a.m.			
Jan. 17	No School for Students – Professional Development Day for Staff	21	19.5	1
<u>February 2005</u>				
Feb. 21	President's Day - No School – Students Professional Development Day for Staff	20	19	1
<u>March 2005</u>				
Mar. 23	P/T Conf. 3-7:00 p.m.. Dismiss at 11:10 a.m.			
Mar. 24	P/T Conf. 12-4:00 p.m. Dismiss at 11:10 a.m.			
Mar. 25	NO SCHOOL – Good Friday			
Mar. 28- Apr. 3	Spring Break – No School Teachers/Students	18	17	
<u>April 2005</u>				
April 4	School Resumes Teachers/Students	20	20	
<u>May 2005</u>				
May 20	Last Day for Seniors			
May 22	Graduation – 2:00 p.m.			
May 27	Last Day of School – 11:10 a.m Dismissal	20	19.5	
	Totals	176	166	5

School starts at 7:55 a.m. – all students grades 1 –12
School ends at 3:10 p.m. – all students grades 1 – 12

APPENDIX D
Calendar 2005-2006 School Year
Litchfield Community Schools

		Monthly Teacher	Monthly Student	PD
<u>August 2005</u>				
Aug. 30	Teacher/ESP Professional Development (ESP – 4.5 Hrs.)			
Aug. 31	Teacher Professional Development	2	0	2
<u>September 2005</u>				
Sept. 1	Teacher Work Day			
Sept. 2	No School – Labor Day Weekend			
Sept. 5	No School – Labor Day Weekend			
Sept. 6	First Day for Students			
Sept. 26	No School for students – Fair Day Professional Development Day for Staff/ESP	20	18	1
<u>October 2005</u>				
		21	21	
<u>November 2005</u>				
Nov. 4	End of 1 st Marking Period			
Nov. 10	P/T Conf. 3:30-7:30 p.m. 11:17 a.m dismissal			
Nov. 11	P/T Conf. Noon – 3:15 p.m.. 11:17 a.m. dismissal			
Nov. 24-25	Thanksgiving Break No School	20	19	
<u>December 2005</u>				
Dec. 22-30	Winter Break – No school for students/staff	15	15	
<u>January 2006</u>				
Jan. 2	Winter Break – No school for students/staff			
Jan. 3	School Resumes Teachers/Students			
Jan. 20	End of 1 st Semester 11:17 a.m. Dismissal for students Half Day Records Day for Staff			
Jan 23.	No School for Students Professional Development Day for Staff/ESP	21	19.5	1
<u>February 2006</u>				
Feb. 20	President's Day - No School – Students Professional Development Day for Staff	20	19	1
<u>March 2006</u>				
Mar. 24	End of 3 rd Marking Period			
Mar. 30	P/T Conf. 3:30-7:30 p.m. 11:17 a.m. dismissal			
Mar. 31	P/T Conf. Noon – 3:15 p.m.. 11:17 a.m. dismissal	23	22	
<u>April 2006</u>				
April 3-7	Spring Break – No school for students/staff			
April 10	School Resumes Teachers/Students			
April 14	NO SCHOOL – Good Friday	14	14	
<u>May 2006</u>				
May 19	Last Day for Seniors			
May 21	Graduation – 2:00 p.m.			
May 26	Last Day of School – 11:17 a.m Dismissal Half Day Records Day for Staff	20	19.5	
	Totals	176	167	5

School starts at 7:55 a.m. – all students grades 1 –12
School ends at 3:10 p.m. – all students grades 1 – 12
**** Support Staff will fill out a time sheet on PD days.

2 Teacher Work Days
2 Conference Days