

**AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE
LOWELL AREA SCHOOLS
AND THE
LOWELL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 2011 – June 30, 2013

LOWELL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

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GENERAL CONTRACT

ARTICLE I **RECOGNITION**

A. Exclusive Bargaining Representative / Included and Excluded

The Board recognizes the Lowell Educational Support Personnel Association (LESPA)/MEA/NEA/KCEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all secretaries except those working directly for the central office administration, all custodial personnel except part-time high school and summer college students, all Para educators, in-house detention and study hall supervisors except student employees, and all full and part time food service employees including van drivers and cooks. Excluded employees shall be: supervisors, substitutes and all others.

1. Board - The term "Board" shall include its officers and agents.
2. Association – The term "Association" shall refer to the employees described above.
3. Employee – The term "employee" shall refer to any bargaining unit member.

B. Exclusive Representation

The Board agrees not to negotiate with any other organization other than the designated representative Association pursuant to Act 379, as amended, for the duration of this agreement.

C. Mutual Obligations

The Board and the Association recognize their mutual obligations pursuant to Act 379, as amended, to bargain collectively with respect to hours, wages, fringe benefits and conditions of employment.

D. Unit Classifications

Unit classifications covered by this contract are identified as: custodial/maintenance/grounds, secretarial, Para educators, and food service employees. Within the unit classification of secretarial shall be categories as follows: Administrative Assistant and Office Assistant. Within the unit classification of custodial/ maintenance/ grounds shall be categories as follows: Custodian, Shift Lead Custodian, Building Lead Custodian, Cleaner, Maintenance, and Grounds. Within the unit classification of Para educators, there shall be five categories as follows: Category I: Inactive; Category II Classroom (Regular Education, Alternative Learning Center, Student Responsibility Center); Category III: Special Education/Individual Needs; Category IV: Media Center; Category V: Student Supervision (includes lunchroom, parking lot, crossing guard, playground, bus supervision, after-school supervision).

ARTICLE II **BOARD RIGHTS**

The Board retains all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the school code and the laws and constitutions of the State of Michigan and/or the United States. Such responsibilities include, without being limited to, the establishment of educational policies;

the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide employee qualifications in conformity with the provisions of this agreement.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Association Rights

Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities under Act 379.

1. Use of School Facilities and Equipment

The Association and its members shall have the right to use school equipment, in accordance with board policy, when such equipment is not otherwise in use, and to use school buildings at all reasonable hours for meetings. The local association shall pay for any materials and school supplies used. Use of school facilities must be reserved through the normal building scheduling process. Such facilities shall not be used for political campaign purposes or other local ballot issues. Designated bulletin boards, telephones, and employee mailboxes shall be available for the Association's use for the posting or placement of materials relating to official business of the Association by the Association.

2. Information

The Board agrees to furnish the Association, in response to timely requests, all available public information in the form it is maintained by the Board, concerning the financial resources of the Board, or other information which may be necessary for the Association to process any grievance or complaints, providing that personal information respecting individual Association members shall not be disclosed.

3. Released Time

a. Negotiations

The Chief negotiators from the Secretarial, Custodial/ Maintenance, Para educator and Food Service groups shall be provided paid released time during periods of negotiations and for the conducting of Association business with the Board.

b. Officers

The Board will grant released time to an employee who holds an office in MEA or NEA. Full time released officers will be granted a leave of absence without pay or loss of seniority and accumulated benefits. However, seniority and accumulated benefits will not continue to accrue during the leave. Partial released time arrangements will be negotiated to allow appropriate financial reimbursement to the Board for the time released.

c. Association Meetings

On non-student instruction days, at the convenience of building administrators, Association members may schedule Association meetings. The building

administrator in whose building the meeting will be held must be notified a minimum of one school day in advance of the meeting. Four (4) such paid Association meetings can take place each year with a limit of one hour per meeting, excluding travel time.

d. Association Leave Days

The Association will be granted eight (8) Association leave days per year with no more than three people gone at one time without the consent of the district. The president of the Association shall approve such days and submit documentation of such to the business office no less than 3 days in advance of such leave. In case of an emergency, this timeline may be waived by the district. If any additional days are needed, such request(s) will be at the discretion of the Superintendent or his/her designee. Such days shall not be used for purposes of engaging in demonstrations, including labor disputes, on behalf of the MEA or Association.

4. Agency Shop

a. Annual Dues and Deductions

On or before the 30th of September of each year, the local Association shall notify the Board of the amount of annual dues payable by members of the local Association and the service fee amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in twenty (20) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The Board shall promptly remit such amounts to the local Association treasurer, with a listing of the employee deductions.

b. Enforcement of Payment

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided above. In the event that an employee shall not pay such service fee directly to the local Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.

c. Notice of Non-Compliance To Employees

The Association in all cases of violation of this article, shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for deduction of a service fee may be filed with the Board in the event compliance is not effected.

d. Board Held Harmless

In the event of any action against the Board brought in court or administrative agency because of its compliance with the agency shop provision of this

agreement, the Association agrees to defend such action, at its own expense and through its own counsel, and to indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with such agency shop provision, but this does not include any liability for unemployment compensation, provided:

- (1) The Board gives timely notice of such action to the Association and
- (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 trial and appellate levels.
- (3) The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agent.
- (4) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
- (5) The Association shall have the right to compromise or settle any claim made against the Board under this section after notice to and consultation with the Board.

B. Employee Rights

1. Just Cause

Employees (excluding probationary employees) shall not be disciplined, warned, reprimanded, suspended, discharged, reduced in rank or compensation or occupational advantage, without just cause. Disciplinary action more severe than a verbal reprimand shall be reduced to writing with a copy forwarded to the employee. Discipline shall be administered by the supervisor and/or the building principal. When a written reprimand is to be issued, the Association president or representative shall be notified of the issuance, but absent the specifics.

2. Right to Representation

When an employee is to be given a written reprimand or more serious discipline, he/she shall be informed that he/she has the opportunity to have an Association representative present, if desired, except in emergency cases. In an emergency, the Board shall inform the Association as soon as possible.

3. Personnel Files

a. Right to Review

An employee shall have the right to review his/her personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany him/her in such review.

b. Right to Respond

No evaluative material, including but not limited to, student, parental or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review

the material. The employee may submit a written comment regarding any material, including complaints, and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested; however, such signature shall not necessarily mean agreement with the material.

c. F.O.I.A. Requests

Upon the Board's receipt of a FOIA request relative to information from an employee's file, the Association and employee shall be notified in writing.

4. Contract Distribution

The Board agrees to provide a contract to each employee, and 20 extra copies to the Association.

5. Private Life

Notwithstanding their employment, employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

6. Fair Employment Practice

The provisions of the Agreement and the wages, hours, terms, and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status, or membership in, or association with, the activities of any employee organization.

ARTICLE IV
SENIORITY, LAYOFF, VACANCIES AND PROMOTIONS

A. Seniority

Seniority shall be defined as length of cumulative service in the Lowell Area Schools from the employee's first day of work in his/her classification, as reflected on the status change form submitted to the payroll office from Personnel. A seniority list shall be maintained and updated annually for all employees. If an employee moves from one classification to another, the seniority in the former classification shall be "frozen". Should the employee return to the former classification, he/she shall hold the previously "frozen" seniority. Employees moving from category to category shall move with their classification seniority. There shall be no category seniority.

B. Probation/Trial Period

1. New Employees

All new employees shall be considered probationary employees for the first sixty (60) working days, except during the summer months; the intent being that sixty (60) working days of probationary period must be during the regular school year. An employee hired in June would still be on probation until sixty (60) working days of the school year has passed. If, at any time prior to the conclusion of the probationary period, the employee's

work performance is of unacceptable quality to the Board, he/she may, upon recommendation of the supervisor/building principal and superintendent or designee, be subject to immediate dismissal. The probationary period may be extended with the consent of the Association and Board.

2. Transfers

An employee shall be entitled to a thirty (30) working day trial period in any new position (15 days for classroom Para educators). This trial period may be extended to forty five (45) days at the discretion of the District. An employee assuming a new position within the same category shall be entitled to a twenty (20) working day trial period. During the trial period, the supervisory personnel shall work with the employee to help him/her succeed in the new position. The employee may go back to their previous position within fifteen (15) working days. During the following fifteen (15) days, returning to the former position shall be at the discretion of the Board. The former position will be held open for thirty (30) days.

C. Layoff

1. Voluntary Reduction in Forces

Layoff shall be defined as necessary reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and/or unpaid leaves of absence and voluntary reduction in hours.

2. Prior Notification

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified at least thirty (30) working days prior to the effective date of the layoff.

3. Reduction in Force

Employees laid off shall have their insurance benefits paid by the Board for thirty (30) days after the effective date of layoff, or until they secure new employment, whichever comes first. A laid off employee may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium to the Board, if permitted by the carrier, and as provided for by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

4. Procedures

Should the Board of Education choose to reduce hours of an employee, or implement staff reductions through layoff, the reduction shall be made to the least senior employee within a category or within the classification where no categories exist. Where a less senior employee remains in the category, the more senior employee may bump (displace) the less senior employee, if qualified, as long as it doesn't change their insurance benefits. Where a less senior employee remains in the classification, the more senior employee may bump the less senior employee, if qualified. Bumping shall first occur in the category and then the classification to retain employment and/or regain lost hours. Qualified shall be defined as being able to

assume the position without substantial re-training, and the ability to meet minimum qualifications.

5. Recall

Where applicable, employees shall be recalled to vacancies in their classification and category in order of their seniority provided they are qualified as defined in 4. above. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) working days after such notification and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report to work. Any employee who declines a position offered which is comparable in hours and wages to the one previously held will be considered to have resigned. An employee may accept a position that is not comparable but will then continue to have recall rights if a comparable position becomes available.

D. Seniority Accrual When Off the Job

Employees continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during non-work disabilities beyond accumulated sick leave. Employees on layoff will neither lose nor accrue seniority.

E. Vacancies

A vacancy shall be defined as a newly created position or a present position which, the Board intends to fill, that is not yet filled. Qualified shall be defined as being able to assume the position without substantial re-training, and the ability to meet the minimum qualifications.

1. Job Descriptions

The Board shall have the right to determine specific requirements for each position in the bargaining unit provided such requirements are not arbitrary or capricious. The Board shall develop job descriptions encompassing these job requirements. Job descriptions may be updated on an annual basis to meet changing needs. Job descriptions will be included in postings for vacant positions and a copy provided to the Association's president.

2. Postings

Whenever any vacancy or special opportunity in any employee position shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted in each building. No vacancy shall be filled, except on a temporary basis due to an emergency, until such vacancy has been posted for at least six (6) working days. When appropriate, a bid meeting may be held, upon mutual consent of the LESPA president and administration. The hours of a position may be increased or decreased without posting unless adjustment would cause a change in benefits.

3. Applications

All applications shall be submitted to the Superintendent or his/her designee.

4. Written Response

A written notification of either acceptance or rejection shall be sent to all who apply for vacancies.

F. Transfers/Wages

Employees shall move up one step on the wage schedule each year, provided employee's date of hire is prior to the second semester of the school year. Employees moving to a higher paid category or classification shall be placed at the step closest to that which produces a raise; movement to a lower paid classification or category shall be at the same step.

G. Involuntary Transfer

The parties agree that involuntary transfers of employees are to be minimized. In all cases, involuntary transfers will be effected only for good reason and within their unit classification. Employees involuntarily transferred as a result of performance shall not have bumping rights. Employees involuntarily transferred for reasons not related to performance may exercise bumping rights as outlined in Article IV, C, 4 and Article XIII, Section B & C (individual needs and media center Para educators). If the transfer is involuntary, the employee shall not lose money as a result of said transfer. It is further understood that if the employee refuses a position that is offered, which would maintain him/her at the pre-transfer pay rate (or be a wage increase), the current pay rate applicable to the position held shall immediately take effect. Any employee transferred because of a reduction in the number of positions in a building or classifications shall retain the right to return, within two years, to the building or classification in the event a position for which he or she is qualified is reestablished. For any employee transfer, all due consideration will be given to keeping the employee assigned to a position on the same shift at the appropriate rate of pay.

H. Transfer of Benefits

Employees, if transferred to another position within this bargaining unit, may transfer remaining vacation and sick leave benefits.

ARTICLE V
LEAVES/SEVERANCE/RETIREMENT

A. Sick Leave

1. Earning Sick Leave

Employees shall earn sick leave at a rate of one per month worked, excluding unpaid leaves, that provides the following accumulation to be achieved during the normal months worked,.

Example:

Para educators and Office Assistants	9 sick days (8 may be used for PB)
Food Service	9 sick days (6 may be used for PB)
School Yr. Secretaries	10 sick days (8 may be used for PB)
12 Month Employees	11 sick days (8 may be used for PB)

This information can be found on employees' bi-weekly pay-check.

2. Accumulation
Sick days shall have unlimited accumulation. When an employee's hours increase or decrease 1 hour or more, accumulated sick days will be proportionately adjusted. (e.g. two 3-hour days shall equal one 6-hour day.)

3. Acceptable Use of Sick Leave
 - a. Limitations:
Only illness or disability and emergency medical procedures of the employee (also see "Child Care Leave"), or the employee's family, are covered by this sick leave policy. Doctor appointments are to be scheduled outside the school day, whenever possible. Sick days may be used for all doctor visits which cannot be scheduled outside the school day or during vacation periods. Use of sick days for illness in the family shall be limited to ten (10) sick days a school year. The superintendent or his/her designee may grant extended use of consecutive sick days if extenuating circumstances exist.

 - b. Definition of Family:
For purposes of sick leave, "family" shall mean an employee's spouse or child. Sick leave may, however, be used in the case where an employee's parent, brother or sister are involved if the employee's personal leave for the year has been exhausted. The superintendent or his/her designee may grant the consecutive use of sick days for family illness if he/she determines extenuating circumstances exist.

 - c. Medical Verification
The Administration, at its discretion, may require medical verification of ability to return to work for any absence in excess of three (3) consecutive working days.

 - d. Misuse
Any misuse of sick leave could subject the employee to any or all of the following:
 1. A verbal or written reprimand and a loss of pay for the time missed.
 2. For serious and repeated offenses, discipline up to and including discharge, may occur.

4. Pooling of Sick Leave
Employees belonging to the LESPA and LEA bargaining units, administrators, and central office staff who have a minimum of thirty six (36) accumulated days may pool sick leave days and contribute them to another employee (including pregnancy-related disabilities) who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. An employee may receive only as many sick days as they had accumulated at the onset of the illness. The sick pool committee may review extreme circumstances not addressed in this section on a case by case basis. Sick days given shall not exceed the number required to get an individual to qualify for

long term disability where applicable. For purposes of this section only, all “days” shall be equal regardless of hours worked or rate of compensation.

a. Sick Pool Committee

Pooled sick leave days shall be administered by a committee consisting of Lowell Education Association and Lowell Educational Support Personnel Association members. All decisions shall require a majority. The Board will act as the administrator of leave time adjustments and salary modifications for the sick pool awards as necessary.

b. Waiting Period

This committee shall impose a waiting period of five (5) days, before release of pooled days, and shall have the exclusive power to impose a waiting period not to exceed fifteen (15) school days before release of pooled days if deemed necessary. A waiver to the waiting period requirement may be granted, under extreme circumstances.

c. Exclusive Power

This committee shall have the exclusive power to authorize days in addition to the days referred to in “Pooling of Sick Days” above. Decisions of this committee shall not be grievable.

d. Guidelines for Use of Pooled Days

1. Extended serious illness/condition, which may require a physician’s verification.
2. Pooled sick days are for a specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
3. Pooled sick days are drawn at random, to be given to the affected employee. Those days not drawn are returned to the original donor.
4. Original requests to use “Sick Pool” days must originate through the appropriate Association President or his/her designee.
5. Pooled sick days are not intended to be used for short term, intermittent illness.

5. Workers' Compensation

Employees receiving Workers’ Compensation shall be allowed to use sick leave only to supplement up to the employee’s normal salary.

B. Bereavement Leave

1. Up to five (5) days, as needed, shall be granted for bereavement per family member death. If extenuating circumstances exist, an extension may be granted to this timeline. Such days will be deducted from sick leave.
2. For purposes of bereavement leave, “family” shall be defined as: fiancé, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse’s parent, brother, sister, or

grandparent, or immediate in-laws (i.e. brother-in-law, sister-in-law of either spouse) or a member of the employee's household.

3. For the death of non-family members, personal leave or unpaid days must be used.

C. Personal Leave

1. Amount of Personal Leave

All non-Food Service personnel will receive eight (8) days for personal business. Food Service personnel will receive six (6) days for personal business. No more than two (2) personal business days may be used in succession, but such days can be used in succession to extend one weekend (excluding dates during the month of September and time after Spring Break and holidays). Any exception must be approved in advance by the Superintendent or designee. If all personal days are not used in the school year, one personal day shall be carried over to the following year. A non-Food Service employee may not accumulate more than nine (9) personal days; a Food Service employee may not accumulate more than seven (7) personal days, and any unused personal days will be accumulated as sick days.

2. Notice

Notification of personal leave must be received by the payroll office on the appropriate form at least two (2) days prior to the leave. Emergencies will be handled through a telephone call to the employee's supervisor prior to their reporting time.

3. Personal Day Use Exceptions

Up to five percent (5%) of the total support staff covered by this contract will be eligible to apply to utilize one (1) personal day to extend a regularly scheduled vacation period as established in the school calendar. (This is intended to include all vacation, not five percent (5%) per separate vacation period.) An additional two (2) days will be provided for emergency situations, and may be granted upon joint agreement of the LESPA president and the Chief Financial Officer. Eligible staff must apply in writing prior to August 1 each year, stating the date of absence being requested. A random drawing will determine those selected. Spots not filled will be filled on a first-come, first-serve basis following the August 1 drawing date. Staff granted vacation extensions will not be eligible for the following year unless all slots have not been filled. Unpaid days may not be used in conjunction with a personal day to extend a holiday.

D. Unpaid Leave

1. Medical Leave:

Any employee who is unable to perform his/her duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of six (6) calendar months. This period may be extended at the sole discretion of the Board.

- a. Any request for unpaid medical leave shall be in writing and be supported by a doctor's statement if requested by the Board.

- b. The Board shall continue to pay the insurance premiums during the period of unpaid medical leave limited to the balance of any school year in which the employee is first granted an approved sick leave under this section. The employee whose illness or disability extends beyond the balance of the school year shall be permitted to continue coverage on a self pay basis if permitted by the carrier, and as provided for by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

2. Extended Unpaid Leave

Leaves of absence without pay may be granted at the sole discretion of the Board to an employee who has completed a probationary period (except military leave). Any request for unpaid leave shall be submitted in writing to the Superintendent. The Board reserves the right to recommend the beginning and terminating dates of the leave of absence to correspond as nearly as possible with the beginning or ending of school or marking period.

3. Child Care Leave

Unpaid child care leave will be granted as provided in the FMLA for no less than the balance of a semester and no more than two additional semesters. Normally, up to six (6) weeks of sick pay may be used, beginning with the date of birth or adoption of a child. This time may be extended either before or after the birth of a child under doctor's orders. Under extenuating circumstances, an extension to the six (6) weeks may be given for the adoption of a child. Leave which extends beyond the twelve weeks allowed under the FMLA shall be considered unpaid leave, and shall be subject to the unpaid leave provisions as noted above.

Such leave shall be available to male and female employees.

The employee shall be returned to his/her former position if returning within the current school year.

In the event of the death of the object child of the leave, the leave may be terminated by the Board upon request of the employee.

4. Provisions for All Unpaid Leave

For leaves extending beyond the current school year, the administration shall not be required to assign an employee returning to duty after a leave to the same building, position, or assignment held prior to the leave. The employer will, however, attempt to assign the employee to the same position if available and circumstances permit it, or to a substantially equivalent position.

An employee on unpaid leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during the unpaid leave of absence.

While an employee is on unpaid leave, there shall be no advancement on the salary schedule in terms of experience.

For all employees whose unpaid leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of the school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Modifications of the above procedure in specific cases may be permitted by mutual agreement between administration and the employee.

5. Short Term leave

Short-term leaves of absence without pay or benefits may be granted at the sole discretion of the Superintendent or his/her designee upon the employee's request. Such leaves will not be granted for vacation purposes or to extend a holiday, except in unusual situations.

E. Family and Medical Leave Act

The leave provisions of this Agreement shall be interpreted in accordance with the federal Family and Medical Leave Act. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave. The federal FMLA Fact Sheet is enclosed as Appendix G.

F. Conferences

The superintendent or his/her designee may authorize full-time employees to attend conferences or conventions with pay. Approved expenses, submitted with appropriate documentation, shall be paid by the Board.

G. Jury Duty

Employees summoned for jury duty or as a witness in a legal case pertaining to his/her responsibilities as a school employee, or for the public good, will be granted leave of absence with pay as necessary. The employee agrees that any additional pay received for his/her appearance (excluding mileage reimbursement) will be remitted to the payroll office upon receipt.

H. Severance/Retirement

Upon severance after a minimum of seven (7) years employment with Lowell Area Schools, employees will be compensated at the rate of \$7.50 per day for each day of unused sick leave, up to 50 days, and \$10.00 per day over 50 accumulated days. Severance shall include resignations, dismissal and resignation after lay off. Any employee retiring with the MPSERS and having fifteen (15) years of employment and announcing 30 days prior to the effective date, shall receive \$15.00 per day for each accumulated day. The employee would not be eligible for both the severance and retirement options.

I. Military Leave

Employees called up to military duty will be granted a leave of absence. The employee must provide official documentation to the Superintendent or his designee from the military specifying daily pay, housing allowance, and military orders in advance of the military leave of absence.

The District shall supplement the daily basic pay and housing allowance received during the absence for each day absent from Lowell Area Schools employment up to a level which is equal to the per diem amount that the employee would have received if he/she was not called into active duty. The District shall continue health benefits that he/she was receiving when called into active duty, for a period of 31 calendar days.

Upon returning from active duty, the employee shall return to the same or similar position that he/she would have retained if employment had not been interrupted by military service.

**ARTICLE VI
WORKING HOURS AND CONDITIONS**

A. Overtime/Compensatory Time/Approval

All time worked by employees beyond the eight hour day or the forty hour week, shall be paid at one and one-half (1 1/2) the employee's regular hourly rate or a compensatory arrangement which may be mutually agreed upon. All overtime must be approved in advance by the employee's immediate supervisor, except in emergency situations.

B. Emergency Call-In

Any employee called into work during non-working hours for an alarm call shall be paid \$ 22.39. Any employee called into work during non-working hours for other emergencies shall be paid a minimum of two (2) hours overtime pay. An employee may leave upon completion of the task that caused the call-in.

C. Breaks

All employees (excluding food service employees, see Article XV, Section B) shall receive one paid fifteen (15) minute break with three (3) hours or more work. A second paid fifteen (15) minute break shall be provided for employees working six (6) or more hours per day. The parties recognize their joint responsibility to have employees take their earned breaks.

D. Lunch Period

A maximum one (1) hour, and not less than thirty (30) minutes unpaid, duty free, uninterrupted lunch period shall be provided upon request for all employees, except Food Service employees, working full time.

E. Performance Appraisals

A performance appraisal of all support staff personnel will be done by the building administrator by June 1 of each 3rd year. All first year employees shall be evaluated during their first year. Any employees moving to another building shall be evaluated during their first year in that building, even if this is prior to the 3rd year in the evaluation rotation. The building administrators

will determine which staff members will be evaluated in each of the next three (3) years to establish the evaluation rotation. If there is any significant problem, a performance appraisal shall be done when the problem is evident. The employee will receive a copy of the completed performance appraisal and will sign the form to indicate that she/he has seen it. Such signature does not mean the employee agrees with the content. The performance appraisal forms are contained in Appendix F of this agreement.

1. Employee's Right to Respond

An employee may submit additional comments to this performance appraisal. Such statements shall be attached to the performance appraisal and placed in the employee's personnel file.

F. TB Tests

Should TB tests ever be required by law again, the Board will cover the cost.

G. Course Work

The Board will pay for course work which it requires the employee to take.

H. Subcontracting

The employer shall give written notice to LESPA as soon as possible, but not less than sixty (60) calendar days, of its intent to subcontract any or all employee work, except in case of emergency.

I. Travel/Mileage

Employees working in more than one building shall be given adequate, paid travel time at the IRS mileage rate for such travel.

ARTICLE VII **INSURANCE**

A. MESSA Plan A:

The Board will pay full monthly rate amounts for each employee working 30 or more hours per week and their eligible dependents who choose MESSA Choices II for each employee who does not have health care insurance from another source. Irregular hours of 30 or more do not qualify for benefits. Employees will pay 10% in 2011-2012 and 11% in 2012-2013 of the annual premium (calculated annually and deducted over 19 pay periods) for all benefits through payroll deduction. In the 2012-13 school year, employees may elect a one-time credit, equal to the 1% deferred compensation as provided in Appendix I toward the insurance premium contribution. The employee may elect to make the payroll deduction through a Section 125 Plan.

PLAN A

Health	<u>2011-2012</u> MESSA Choices II - \$100/\$200 in-network deductible, \$250/\$500 out-of-network deductible, \$20 ov, Saver Rx Card, <u>2012-13</u> MESSA Choices II - \$200/\$400 in-network deductible, \$400/\$800 out-of-network deductible, \$20 ov, Saver Rx Card
Long Term Disability	66 2/3% \$3,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan Plan Year July 1 to June 30	VSP 3
Delta Dental Plan Year July 1 to June 30	80% Class IA; 80% Class IB; 80% Class II; 60% Class III \$2,000 Class I&II Yearly Maximum; \$2,500 Class III Lifetime Maximum Coordination of Benefits Suffix -50/50/50: \$2500
Negotiated Life	\$30,000 with AD&D

B. MESSA Plan B:

The Board will pay full monthly rate amounts for each employee, except Food Service employees (see Article XV, Section I), working 30 or more hours per week and their eligible dependents as defined by MESSA for each employee who does not elect health insurance. Employees will pay 10% in 2011-2012 and 11% in 2012-2013 of the annual premium (calculated annually and deducted over 19 pay periods), excluding the cash in lieu amount, for all benefits through payroll deduction. In the 2012-13 school year, employees may elect a one-time credit, equal to the 1% deferred compensation as provided in Appendix I toward the insurance premium contribution. The employee may elect to make the payroll deduction through a Section 125 Plan.

PLAN B

Long Term Disability	66 2/3% \$3,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan Plan Year July 1 to June 30	VSP 3
Delta Dental Plan Year July 1 to June 30	100% Class IA; 90% Class IB; 90% Class II; 60% Class III \$2,000 Class I&II Yearly Maximum; \$2500 Class III Lifetime Maximum Coordination of Benefits Suffix -50/50/50: \$2500
Negotiated Life	\$30,000 with AD&D

*In addition, participants will receive \$430/month cash in lieu of health insurance.

A choice between Plan A and Plan B will be made one time only each year during open enrollment or upon a change in family status. Choices are not interchangeable during the insurance coverage year.

The district shall provide \$34,000 for a prescription drug pool for reimbursement to LEA/LESPA employees for excess prescription costs. This amount is to cover 2011-12 and 2012-13 contract years. Payroll deductions may be required to replenish the pool for LEA & LESPA members who have health insurance coverage through LAS.

Guidelines will be developed by LEA & LESPA representatives and reimbursements will be coordinated through the Business Office.

C. Less Than Full Time (less than 30 hours)

1. Group Dental – The board will provide for employees working at least 20 hours, but less than 30 hours, and their eligible dependents, MESSA Delta Dental with orthodontic rider with suffix coordination (75/75/75/1000).
2. Vision – The board will provide for employees working at least 20 hours, but less than 30 hours, and their eligible dependents, **VSP III**.
3. Life Insurance – The board will provide for employees working at least 15 hours or more \$30,000 life insurance with AD&D.
4. Employees will pay 10% in 2011-2012 and 11% in 2012-2013 of the annual premium (calculated annually and deducted over 19 pay periods) for all benefits through payroll deduction. In the 2012-13 school year, employees may elect a one-time credit, equal to the 1% deferred compensation as provided in Appendix I toward the insurance premium contribution. The employee may elect to make the payroll deduction through a Section 125 Plan.

D. General Provisions

1. Twelve Month Coverage
The board shall make payment of insurance premiums for all persons who qualify, to assure insurance coverage for the full twelve month period commencing July 1 and ending June 30 of each year.
2. Open Enrollment
The open enrollment period shall be jointly established by the board, the Association and MESSA, whose new annual rates begin July 1 of each year. The board shall be responsible for providing insurance information, including applications and claim materials.
3. Insurance and Disability
In the event an employee is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for the duration of the disability, but not longer than one full year.

4. Insurance Begins
An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits from the first day the employee reports to work.
5. Death of Employee
In the event an employee dies during the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through the following June 30. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through June 30 of that year.
6. Termination of Employment
In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children should be entitled to eighteen (18) months of continued coverage, at the employee's expense. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE VIII **GRIEVANCES**

A. Who May Grieve / What Is Grievable

Any employee, group of employees, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provisions of this agreement, relative to wages, hours, terms or conditions of employment, which does not provide a remedy of its own, may institute the grievance procedure as provided herein.

B. Level One

1. Discussion Conference

Any employee feeling he/she has a complaint to justifiably grieve, shall request a conference with the immediate supervisor within ten (10) days of when the problem came to his/her attention. The supervisor shall informally discuss the problem with the employee within five (5) days of the request for a conference.

C. Level Two – Superintendent or Designee

1. Written Grievance

If the complaint is not satisfactorily resolved, the aggrieved may invoke the grievance procedure by submitting a formal written grievance to the Superintendent or designee on the form provided herein either on the day of the conference or within ten (10) days after the informal discussion.

2. Response

Within ten (10) days of receipt of the grievance, the Superintendent or designee shall contact the grievant and/or Association representative to arrange a meeting to discuss the grievance. Such meeting will be held within ten (10) working days. The Superintendent or designee shall provide a written response to the grievance within five (5) working days of the meeting.

D. Level Three

1. Arbitration

If arbitration becomes necessary, the Association will notify the Superintendent or designee within ten (10) days of its intent. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board or to the Association.

2. Limits on Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

3. Lost Compensation

If any employee for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the employee with full reimbursement for all compensation lost.

4. Cost of Arbitration

The costs of any arbitration under this article shall be shared equally by the Board and the Association.

5. Exclusions

It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes a specific remedy. The arbitrator shall have no power to rule on the termination of services, or failure to reemploy any probationary employee.

6. Expedited Arbitration

If the grievance is processed to arbitration, the parties may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

E. General Conditions

1. Days Defined

All reference to "days" shall mean working days exclusive of Saturday, Sunday and paid holidays.

2. Time Limits

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the time limits and procedures as set forth herein. Failure of the grievant to meet any time limits will result in the grievance being considered withdrawn. If the administration, at any step, fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level.

3. Right to Representation

It is understood that a grievant shall have the right to an Association representative at all levels of the formal grievance procedure, provided that a representative can be present within the prescribed time limitations of the grievance procedure.

4. Filing At Higher Level

When a grievance involves more than one administrator or is not within the authority of an administrator, it may be filed at level two.

ARTICLE IX
NO STRIKE AGREEMENT

It is agreed that during the life of this agreement, no employee will engage in any strike, cessation of work, disturbance, or interruption of the normal operation of the Lowell School System. The Board and the Association, in the event of a violation of this section, will have the right to remedies in accordance with the law.

ARTICLE X
CONFORMITY TO LAW

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in force and effect.

ARTICLE XI
DURATION OF AGREEMENT

This agreement shall be in effect on July 1, 2011 and shall remain in effect through June 30, 2013. This contract shall not be extended verbally or in writing unless mutually agreed upon.

ARTICLE XII
CUSTODIAL/MAINTENANCE/GROUNDS

A. Vacancies

1. Filling Vacancies

Vacancies will be filled by seniority and minimum qualifications within the custodian category. A vacancy remaining open may be filled at the discretion of the Board. Vacancies within all other categories will be filled by the best qualified.

B. Holidays

1. Paid Holidays

Custodians shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, the day after Christmas and New Year's Eve Day.

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, he/she shall receive the holiday pay in addition to his/her vacation pay.

C. Vacations

1. Vacation Requests

Employees shall submit written vacation requests to the Director of Operations. For vacation periods of one (1) week or longer, the request must be presented at least two (2) weeks prior to the vacation time desired. If two employees in the same building or assignment request identical dates at the same time, the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled. Employees, except Cleaners, are to request and take no less than 50% of their eligible vacation time during non-student scheduled days.

2. Earning Vacation

a. Anniversary Date

The anniversary date of all paid vacations for twelve (12) month employees shall be July 1 of each year. New employees shall earn 1/2 day of vacation per month worked up to five (5) full days prior to the first July 1 of employment. New employees earning 3 1/2 days or more days of vacation shall be credited with

fulfilling the first step of the vacation schedule. Those earning three (3) days or less on the first July 1 shall receive five (5) days of paid vacation at the next July 1.

b. Prorated Vacation and Termination

Unearned vacation leave credited to the employee on July 1 shall be prorated if the employee leaves prior to June 30 of the following year. If more days have been taken than earned, the employee will be expected to reimburse the district for days taken.

3. Eligibility

Each July 1 thereafter, the employee shall be eligible for ten (10) days of paid vacation. On each July 1 after the employee's fifth year of employment, the employee shall be eligible for fifteen (15) days of paid vacation; on each July 1 after the employee's tenth year of employment, the employee shall be eligible for twenty (20) days of paid vacation.

4. Rate of Pay/Carry Over

Vacation pay shall amount to regular hours of pay at the employee's regular rate. Two weeks of vacation may be carried into the succeeding year and paid at the pay rate at the time it was earned.

D. "Call In Time for Absences"

In the event of illness, custodial employees shall call the absence reporting system (AESOP) as soon as possible, but not less than one (1) hour before reporting time. If calling in an absence after 10:00 a.m., custodial employees shall call the Director of Operations.

E. School Closings and Delays

Custodians will work on days when schools are closed due to an Act of God unless excused by their immediate supervisor. Custodians may request to utilize a personal business day on an Act of God day. The request is subject to approval by the Director of Operations and may be denied. If denied, such action is not grievable.

F. Part-Time

Part-time employees hired for less than seven and one-half (7.5) hours per day during the school year shall be considered a part-time employee and have the right to apply for full-time vacancies. New positions or positions left through attrition may be filled with part-time employees. Part-time employees of 7.5 hour or less per day shall qualify for part-time benefits as defined in Article VII (C).

G. Cleaner

Cleaner employees may be hired up to 8 hours per day and may be scheduled for a school-year or a 52-week duration. Cleaners will have a sixty (60) working day probationary period. Seniority shall be accrued. The following provisions apply to this classification and supersede any other contractual benefits:

Holidays: Cleaners are not paid for holidays and will not be required to work on holidays. A cleaner that works on a holiday or a non-scheduled Sunday will be paid at 1.5 times their regular hourly wage. Saturday work will not count toward overtime unless the 40 hour work week is exceeded.

Vacations: Cleaners will receive five (5) days of vacation annually after twelve (12) consecutive months of employment. Vacation pay will be for the amount of regular hours of the day scheduled, times the Cleaners regular wage. Vacation pay may be used for a non-scheduled work day. Vacation time shall not accumulate.

Uniforms: Cleaners will be provided with two (2) sets of uniforms per year after completing the probationary period. Uniforms are to be worn during working hours at all times.

Insurance: Cleaners are not eligible for this benefit. Cleaners may participate in the District 125 cafeteria plan. Cleaners shall not have a designation of full-time or part-time for the purposes of insurance.

Leave from Duty Provisions: Cleaners who successfully complete the probationary period will be provided with five (5) leave days to be used as needed without deduction from salary. Unused leave days shall roll over each year.

Cleaners will be granted up to five (5) days of unpaid leave per contract year with no loss of seniority, subject to administrative approval based on district needs, availability of substitutes, and other employees taking accumulated leave time. Excessive absences as defined by the use of all accumulated leave days and additional unpaid time within a contract year will be cause for termination at the District's discretion.

Wages and Longevity: Cleaners will be paid \$13.00 per hour for the 2011-12 and 2012-2013 school year. No shift premium applies. Cleaners will not accrue longevity.

Miscellaneous:

Cleaners will have the right to apply for any custodial vacancy that may be posted.

Current employee custodial positions, as of August 18, 2010, will not be converted to Cleaner positions except through attrition.

H. Spring/Summer Assistance

College and/or high school students may be hired outside the bargaining unit during the spring/summer season to assist with grounds and building work, and shall not be eligible for overtime.

I. Normal Working Hours

The normal working hours shall be eight (8) consecutive hours per day, five (5) days per week with an unpaid lunch period of not less than thirty (30) minutes and not to exceed one (1) hour. Custodians will have lunch periods scheduled as nearly as possible to the middle of the shift, but

not included in the shift, by the director of operations. Full-time custodial employees may take two 15 minute breaks per day; one in the first half and one in the second half of the shift.

J. Four Day Work Week

During the non-student attendance summer period, the Board will allow an adjusted schedule (i.e., four, ten hour days, etc.) provided it meets the needs of the district. Employees' days and hours may be staggered. Overtime will be paid for all hours worked over forty (40) for employees on an adjusted schedule. Employees involved in these adjusted schedules shall receive two (2) fifteen (15) minute breaks per day, plus an unpaid lunch.

K. Overtime

1. Provisions

Overtime shall be offered to employees as follows:

- a. It shall be offered to the custodians regularly working in the building where overtime is needed on a rotating basis, except in emergencies.
- b. Employees turning down overtime shall forfeit their right to overtime until the next regular turn in the rotation.
- c. In case all custodians turn down the opportunity to work overtime, the Board has the right to require the next scheduled custodian or custodians in the rotation to work the overtime, or to use a custodian from another building, starting with the most senior.
- d. The building lead custodian shall record overtime rotation and post it as necessary.
- e. Except in emergencies, overtime requirements shall be posted three (3) days in advance.

2. Sundays & Holidays

Custodial/maintenance/grounds staff required to work Sundays and/or holidays shall be paid at a double time rate.

3. Split Shifts

Every attempt will be made not to split shifts. If a split shift is necessary, volunteers will be sought. No employee will be required to work a split shift or suffer loss of pay due to creation of a split shift.

L. Community Activities

Custodial/maintenance/grounds staff will be provided for community activities as deemed necessary by the administration. The building administrator will provide a copy of the Building Use Form to the custodial/maintenance/grounds employee before use of school facilities by community groups is approved.

M. Tools

The Board shall provide employees with proper tools and safety equipment.

N. Uniforms

1. Provided

The Board shall provide without cost to the employee, two (2) sets of uniforms per year and three sets of coveralls per building. New employees will receive three (3) sets of uniforms after completing the probationary period, with the following stipulations:

2. Wearing Uniforms

It is understood that uniforms are to be worn during working hours at all times.

3. Maintaining Uniforms

Uniforms are to be maintained by the individual employee.

4. Selection

A committee of employees and administration shall work together to choose the uniforms.

O. Wages

1. Longevity

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages. Longevity shall be paid on the following schedule (Part-time custodians will not accrue longevity):

2011-12 & 2012-13	
.33	after 10 years of service
.66	after 15 years of service
.99	after 20 years of service
1.32	after 25 years of service
1.65	after 30 years of service

2. Wages

CUSTODIAL WAGES

	2011-13
Custodial Wage Base	\$17.02
Shift Lead Custodial Base	\$17.27
Building Lead Custodial Base	\$18.51
Maintenance Wage Base	\$18.51
Groundskeeper Wage Base	\$18.41
Part-Time Custodian	\$13.10

*Shift Lead = Base + any night premium

Bldg. Lead = Base + 25¢ + 5¢ per custodial employee assigned to that building

Maintenance Lead = Base + 25¢ + 5¢ per maintenance employee assigned

Grounds Lead = Base + 25¢ + 5¢ per grounds employee assigned

2nd Shift Premium = 20¢ per hour

3rd Shift Premium = 25¢ per hour

Wages for 2011-12 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2011, and the second period ending June 30, 2012. No step increase will be given for the 2011-2012 school year.

Wages for 2012-13 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2012, and the second period ending June 30, 2013. Step increases will be given for the 2012-2013 school year.

3. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

**ARTICLE XIII
PARAEDUCATORS**

A. Categories

All Para educators shall be placed in one of the following categories:

- I. Inactive
- II. Classroom (Regular Education), Alternative Learning Center, Student Responsibility Center
- III. Special Education/Individual Needs
- IV. Media Center
- V. Student Supervision (includes lunchroom, parking lot, crossing guard, playground, bus supervision, after-school supervision)

B. Individual Needs Para educator

- 1. Employees assigned to a student as an Individual Needs Para educator shall continue to serve that student as he/she progresses through the grades for a minimum of three (3) years. Under extenuating or unusual circumstances relative to individual student needs, exceptions may be made to this protocol.
- 2. If the student leaves the district or no longer requires an individual student Para educator after the school year begins, the employee will be assigned to another position within the district, where previous hours will be guaranteed for the remainder of the current school year. Individual needs Para educators may bump if there is no equivalent position available at the August bid meeting.
- 3. Individual needs Para educators may not be bumped from their positions during the school year, nor before they have been with their student for three (3) years.
- 4. Individual needs Para educators will be able to bid out of their position to attain more hours or benefits after they have served at least three (3) years with their student.

C. Media Center Para educators

Media Center Para educators may not be bumped from their positions.

D. Vacancies - All Para educators

1. Filling Vacancies

Vacancies which occur will be filled within the category by seniority and minimum qualifications first. Vacancies remaining open will be filled by seniority and minimum qualifications within the classification, except individual needs Para educator positions, special education Para educator positions, and classroom Para educator positions to be filled from the classification shall be selected based on the best qualified. A vacancy remaining open may be filled at the discretion of the board.

2. Second Semester Vacancies

It is agreed that any Para educator positions which open after the beginning of second semester shall be filled by substitutes, and the posting of those positions shall be waived for the remainder of the school year. These positions subsequently shall be available for bid in the fall if the Board intends to fill them.

E. Hours / Full Time / Benefits

A Para educator employed a minimum of thirty or more hours per week, shall be considered full time. Full-time Para educators' work hours shall equal or exceed the student day. Jobs/assignments may not be combined by the employee, without the written authorization of the employer, to total thirty or more hours per week to create a full time position. Employees who, as of 9/14/99, are between 25 and 29.9 hours will continue to be eligible for benefits as full time employees, as long as their hours remain within this range.

F. Bumping

Individual needs Para educators may not be bumped from their positions. These employees may bump if there is no equivalent position available at the August bid meeting, but not into Category IV.

G. Holidays

1. Paid Holiday

All Para educators shall be entitled to the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day and the day after Christmas.

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, the employee shall receive the holiday pay in addition to the employee's vacation pay.

4. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least senior in the category. Employees working on holidays shall double their normal hourly rate.

H. Vacations for School Year Employees

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April, should there be no scheduled Spring Break.

I. "Call In Time for Absences"

Para educators, in the event of illness, shall notify the absence reporting system (AESOP) as soon as possible, but not less than one (1) hour before student reporting time. Special Education Para educators shall notify the absence reporting system (AESOP) not less than 1 ½ hours before reporting time. If calling in an absence after 10:00 a.m., Para educators shall call their principal.

J. School Closings & Delays

Para educators will not have to report to work on "Act of God" days when schools are closed, and will be compensated for not more than three (3) such days during the school year at their normal rate of pay. The district shall have the option of requiring all or part of these groups to report. Employees required to work for any of the first three "Act of God" days shall receive compensated time for hours worked. Personal days may be used for "Act of God" days in excess of three (3), in any year more than three (3) such days occur. Any scheduled make-up days, not already compensated, shall be paid at the normal rate of pay. Should school be closed for the day and not counted as a contractual student day, those Para educators who do report will be paid \$10.00 per hour, or fractions thereof. The building administrator will determine the length of time for payment on the portion of the day worked. On days when school is delayed, the Para educator shall report at the delayed time. The Para educator, with approval of the building principal, may report at the regularly scheduled time on delayed days or make up the lost time. If make-up time is approved, it must be scheduled within two weeks of the delay, upon approval of the supervisor.

K. Instruction / Planning

Classroom Para educators may not be given full responsibility for instruction or planning.

L. Summer Assignments

Para educators shall normally be assigned to work during the regular school year. Summer school assignments are at the discretion of the Board.

M. Working When Students Not Present

When approved by the building administrator, Para educators shall have the option of working their regular hours when work is available and teachers are working, when students are not present.

N. Wages

1. Longevity

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages. Longevity shall be paid on the following schedule:

2011-12& 2012-13	
.33	after 10 years of service
.66	after 15 years of service
.99	after 20 years of service
1.32	after 25 years of service
1.65	after 30 years of service

2. Para educators Wages

Step		Category II-IV 2011-12	Category V 2012-13
Step 1		\$12.24	\$11.95
Step 2		\$12.86	\$12.51
Step 3		\$13.34	\$12.99
Step 4		\$13.81	\$13.43
Step 5		\$14.27	\$13.93
Step 6		\$14.79	\$14.39

Wages for 2011-12 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2011, and the second period ending June 30, 2012. No step increase will be given for the 2011-2012 school year.

Wages for 2012-13 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2012, and the second period ending June 30, 2013. Step increases will be given for the 2012-2013 school year.

3. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the Salary Schedule.

4. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

5. Training

a. Banked Hours

Thirteen (13) hours will be provided for each special education and classroom Para educator to be used throughout the year, to benefit student instruction. The use of these hours is to be approved in advance by the building principal.

- b. Orientation
For Para educators moving into a new classroom, two (2) hours of orientation will be provided for the Para educator to meet with the teacher.

A handbook and two-hour orientation will be provided for all Para educators new to Lowell Area Schools.

- c. In-service
Three paid ½ day in-services will be provided for all Para educators, at the administrator's discretion.

ARTICLE XIV **SECRETARIES**

A. Vacancies

- 1. Categories - All secretaries shall be placed in one of the following categories:
 - I. Administrative Assistant
 - II. Office Assistant
- 2. Vacancies - All Secretaries - Vacancies which occur will be filled within the category by seniority and minimum qualifications first. Vacancies remaining open will be filled by seniority and minimum qualifications within the classification. A vacancy remaining open may be filled at the discretion of the Board.

B. Holidays

- 1. Paid Holidays
Secretaries shall be entitled to the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, if working, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and the day after Christmas.
- 2. Saturdays and Sundays
When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.
- 3. Stipulations
To receive holiday pay, the employee must work the last regularly scheduled day before, and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, the employee shall receive the holiday pay, in addition to the employee's vacation pay.

4. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least senior within the building. Employees working on holidays shall double their normal hourly rate.

C. Vacations

1. Vacation Requests - Twelve Month Employees

Employees shall submit written vacation requests to the supervisor at least two (2) weeks prior to vacation time desired. For vacations periods of one (1) week or longer, the request must be presented at least two (2) weeks prior to the vacation time desired. If two employees from the same office request identical dates at the same time, the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled.

2. Prorated Vacation and Termination

Unearned vacation leave credited to the employee on July 1 shall be prorated if the employee leaves prior to June 30 of the following year. If more days have been taken than earned, the employee will be expected to reimburse the district for days taken.

3. New Employees - Twelve-Month Employees

The anniversary date of all paid vacations for twelve (12) month employees shall be July 1 of each year. New employees shall earn 1/2 day of vacation per month worked up to five (5) full days prior to the first July 1 of employment. New employees earning 3 1/2 days or more days of vacation shall be credited with fulfilling the first step of the vacation schedule.

Those earning three (3) days or less on the first July 1 shall receive five (5) days of paid vacation at the next July 1.

4. Eligibility - Twelve-Month Employees

Each July 1 thereafter, the employee shall be eligible for ten (10) days of paid vacation. On each July 1 after the employee's fifth year of employment, the employee shall be eligible for fifteen (15) days of paid vacation; on each July 1 after the employee's tenth year of employment, the employee shall be eligible for twenty (20) days of paid vacation.

5. Stipulations - Twelve-Month Employees

Vacation pay shall amount to regular hours of pay at the employee's regular rate. Two weeks of vacation may be carried into the succeeding year at the salary at the time earned.

6. Vacations for School Year Employees

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April should there be no scheduled Spring Break.

D. "Call In Time" for Absences

Secretaries, in the event of illness, shall notify their supervisor as soon as possible, but not later than one (1) hour before reporting time.

E. School Closings

Administrative Assistants and Office Assistants will not have to report to work on "Act of God" days when schools are closed, and will be compensated for not more than three (3) such days during the school year at their normal rate of pay. The district shall have the option of requiring all or part of these groups to report. Employees required to work for any of the first three "Act of God" days shall receive compensated time for hours worked. Personal/Vacation days may be used for "Act of God" days in excess of three (3), in any year more than three (3) such days occur. Any scheduled make-up days, not already compensated, shall be paid at the normal rate of pay. On days when school is delayed, the Assistant shall report at their regularly scheduled time.

F. Work Day/Work Week

1. Employee Calendar

- a. A calendar indicating scheduled work days will be mailed to each secretary at the first August payroll each year.
- b. Office Assistants will work student attendance days, one week before and one week after the school year.

G. Wages

1. Longevity

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages. Longevity shall be paid on the following schedule:

2011-12 & 2012-13	
.33	after 10 years of service
.66	after 15 years of service
.99	after 20 years of service
1.32	after 25 years of service
1.65	after 30 years of service

2. Wages

Administrative Assistant Wages

			2011-13
Step 1			\$13.34
Step 2			\$13.61
Step 3			\$13.95
Step 4			\$14.56

Step 5			\$15.38
Step 6			\$16.23
Step 7			\$16.39
Step 8			\$16.67
Step 9			\$16.78
Step 10			\$16.88

Office Assistant Wages

			2011-13
Step 1			\$12.24
Step 2			\$12.86
Step 3			\$13.34
Step 4			\$13.81
Step 5			\$14.27
Step 6			\$14.79

*\$.45 premium for secretary serving as H. S. Registrar, \$.30 premium for M.S. Registrar

Wages for 2011-12 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2011, and the second period ending June 30, 2012. No step increase will be given for the 2011-2012 school year.

Wages for 2012-13 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2012, and the second period ending June 30, 2013. Step increases will be given for the 2012-2013 school year.

3. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the salary schedule.

4. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

**ARTICLE XV
FOOD SERVICE**

A. Vacancies

Vacancies will be filled by seniority and minimum qualifications within the food service classification. The Assistant Director and Head Cook positions shall be filled by the best qualified person. Internal food service employees will be considered first.

B. Breaks

Food Service Employees working less than 2 hours 30 minutes shall not be entitled to a paid break. Those Food Service Employees working 2 hours 30 minutes up to 4 hours shall be

entitled to 15 minutes of paid break time. Food Service Employees working more than 4 hours shall be entitled to 30 minutes of paid break time. Breaks begin with the time Food Service Employees leave the work station.

C. Holidays

All Food Service Employees shall be entitled to the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and day after Christmas.

1. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before, and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness in order to receive the holiday pay.

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least senior in the category. Employees working on holidays shall double their normal hourly rate.

D. Vacations

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April should there be no scheduled Spring Break.

E. Call in Time

When a Food Service Employee is ill, the Food Service Supervisor must be notified at least one and one-half (1½) hours prior to starting time.

F. School Closings & Delays

Food Service employees will not have to report to work on "Act of God" days when schools are closed, and will be compensated for not more than three such days during the school year at their normal rate of pay. The district shall have the option of requiring all or part of these groups to report. Employees required to work for any of the first three "Act of God" days shall receive compensated time for hours worked. Personal/Vacation days may be used for "Act of God" days in excess of three (3), in any year more than three (3) such days occur. Any scheduled make-up days, not already compensated, shall be paid at the normal rate of pay. On days when school is delayed, Food Service Employees shall report at their regularly scheduled time, or at a time agreed upon with the Food Service Director.

G. Insurance- See Article VII

H. Wages

**1. Salary Schedule
Food Service Employees and Van Drivers**

<u>Step</u>			2011-13
1			\$12.09
2			\$12.32
3			\$12.66
4			\$12.92
6			\$13.30
9			\$13.48
11			\$13.75
16			\$13.696
20*			\$14.16
25*			\$14.37

*Steps 20 & 25 added in 2006-07 with \$0.20 each.

Head Cook, additional 60¢ per hour.
Satellite Coordinator, additional 40¢ per hour.
Kitchen Lead, additional 20¢ per hour.
Assistant Director, additional \$1.00 per hour.

Wages for 2011-12 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2011, and the second period ending June 30, 2012. No step increase will be given for the 2011-2012 school year.

Wages for 2012-13 will be 1.0% off schedule payment paid at two periods in the school year. One period to be no later than December 31, 2012, and the second period ending June 30, 2013. Step increases will be given for the 2012-2013 school year.

2. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the Salary Schedule.

3. Determining Pay for Days Off

All Food Service employees will be compensated for paid leave days, based on their regularly scheduled hours provided the "regularly scheduled" hours correspond with the hours normally worked.

4. Catering

Food Service Employees shall sign up for catering/banquet work on a rotating basis at the beginning of each school year. Employees who wish to be added to the catering

roster throughout the year should contact the Food Service Director and may be considered if work is available.

Work will be offered on a voluntary basis and, if no volunteers are available, catering work may be contracted out. Employees signing up for catering work may decline a maximum of five times and may then be removed from the roster, at the discretion of the Food Service Director. Forty eight (48) hours notice will be given, when possible, for catering work occurring outside of normal working hours.

Food Service Employees will receive catering wages in the amount of \$1.00 per hour over their current rate, if such catering takes place outside of normal working hours.

5. Sundays

Food Service staff required to work Sundays shall be paid at a double time rate.

6. Retaining Food Service Employees

When a Food Service Employee retires or terminates his/her employment and returns to work, sick days and wages will start at Step 1.

I. Records

Each Food Service Employee must prepare reports and keep all records required.

J. Type A Lunch

Food Service Employees will be allowed one type A lunch for each day they work.

K. Appearance

1. General Appearance

All clothing shall be modest, clean and in good repair. Jewelry shall be limited to wedding ring set, earrings, and wrist watch. Finger nails shall be clean, trimmed, no polish, no artificial nails. The van driver is expected to wear neat and clean clothing.

2. Provided

Protective aprons shall be provided to wear during cooking, serving and dishwashing.

L. In-Service Training

Up to 4 hours of in-service training will be provided each school year, for each food service employee. In addition, registration fees will be paid for those employees voluntarily attending no more than two KISD sponsored in-service training sessions.

ARTICLE XVI
EXECUTION of AGREEMENT

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this 11th day of July, 2011.

LOWELL SUPPORT STAFF
ASSOCIATION/MEA/NEA

LOWELL AREA SCHOOLS
BOARD OF EDUCATION

President, LESPA

President

Secretary

APPENDIX A

CUSTODIAL SENIORITY LIST As of September 1, 2011

	<u>Date of Hire</u>
Ed Hull	10/29/74
Rick Kinsley	08/15/83
Dan Shores	07/01/85
Todd Lenneman	09/09/85
Jody Mercer	05/29/87
Bill Childs	11/20/89
Scott Rollins	05/31/90
Walt Batt	10/14/91
David Vaught	08/29/94
Tim Bergy	10/10/94
Larry Wenger	10/30/95
Mark Neubecker	01/06/98
Steven Nelson	03/16/98
Dave Gregaitis	06/15/98
Marcy Merritt	07/03/00
Doug Dowling	02/26/01 (layoff 7/1/2011)
Mark Nyp	11/07/02
Dale Inbody	09/30/03
Matt Burton	11/15/2010 (1)
Mary Heacock	11/15/2010 (2)
John DeVito	2/14/2011
Mike DeVore	9/30/2011

APPENDIX B

SECRETARIAL SENIORITY LIST As of September 1, 2011

<u>Name</u>	<u>Category</u>	<u>Seniority Date</u>	
Bonnie Gokey	Admin Assist.	08/01/67	
Maureen Kissinger	Admin Assist.	01/02/86	
Nancy Sowerwine	Admin Assist.	08/28/92	
Elizabeth Maki	Admin Assist.	08/22/94	
Kim Nyson	Admin Assist.	09/08/94	
Gail Hutchinson	Admin Assist.	09/20/94	
Lisa Nauta	Admin Assist.	11/15/95	
Joanne Wierenga	Admin Assist.	08/01/96	
Joan Weeber	Admin Assist.	03/29/99	
Sharon Ellison	Admin Assist.	08/07/00	
Renay Bouwhuis	Office Assist.	09/11/00	
Tina Stranger	Office Assist.	10/01/01	
Jan Bennett	Office Assist.	02/27/02	
Lois Meppelink* (AA Qual)	Office Assist.	04/22/02	Layoff
Julie Simmons* (AA Qual)	Office Assist.	08/25/04	
Victoria Pratt	Office Assist.	08/27/10	
Mary Beth Wade	Office Assist.	11/18/10	

* Due to a reduction in workforce at the end of the 2009-2010 school year, employee maintains recall rights to a full-time position prior to a vacancy being posted.

APPENDIX C

PARA-ED SENIORITY LIST As of September 1, 2011

<u>Name</u>	<u>Date of Hire</u>
VanAmburgh, Sharon	9/18/1978
Groeneweg, Jackie	10/20/1986
Oesch, Donna	9/22/1987 (1)(LOA 2011-2012)
Zeeuw, Nan	9/22/1987 (2)
Reed, Pat	8/26/1988 (1)
Meiste, Bonnie	8/26/1988 (2)
Sanborn, Patti	8/27/1992
Fredline, Vicki	8/24/1995 (1)
Farley, Teresa	8/24/1995 (2)
Trierweiler, Marilee	8/24/1995 (3)
Beddows, Carmen	3/18/1996
Lyons, Dianna	4/8/1996
Hovinga, Carol	8/16/1996
Kerr, Theresa	8/20/1996
Yakes, Michelle	8/22/1996
Dood, Nancy	8/26/1997
Sova, Sue	8/25/1998 (1)
Wright, Lynda	8/25/1998 (2)
Wernet, Sue	8/25/1998 (3)
Schaefer, Jodi	9/3/1998
Osborne, Deb	11/22/1999
Harreld, Patti	12/13/1999
Woodhead, Karen	12/5/2000
Callihan, Barb	9/13/2001
Smith, Cindy	9/24/2001
Burton, Howard	10/8/2001
Dues, Susan	11/15/2001
Marks, Jessica	8/13/2002 (LOA 2011-2012)
Hanks, Deb	9/3/2002
Blough, Laurie	1/22/2004
Mahalic, Allison	8/31/2004
Hacker, Sally	9/7/2004
Propst, Trisha	9/10/2004 (LOA 2011-2012)
Kiczenski, Carrie	9/12/2005
Pitsch, Lisa	10/24/2005
Emelander, Dawn	11/1/2005
Bush, Alice	9/5/2006
Cook, Amy	8/27/2007 (LOA 2011-2012)

Vogel, Barb	9/4/2007 (1)
Nora, Kristy	9/4/2007 (2)
Cummings, Curt	9/6/2007
Anderson, Pam	9/18/2007
Dood, Matt	9/14/2009
Boston-Meijer, Dianna	9/7/2010 (1)
Pratt, Victoria	9/7/2010 (2)
Rickert, Kris	12/14/2010
Parsons, Kristin	8/31/2011 (1)
Zalis, Evelyn	8/31/2011 (2)
Kazen, Kim	9/15/2011

APPENDIX D

FOOD SERVICE SENIORITY LIST As of September 1, 2011

<u>Name</u>	<u>Date of Hire</u>
Condon, Pat	8/29/1983
Wernet, Laurie	12/8/1986
McClure, Darlene	4/1/1989
Metternick, Carrie	8/28/1990
Wittenbach, Mary	8/30/1993
Briggs, Robin	2/1/1994
Kiczenski, Carrie	2/2/1994
Nowak, Lori	9/9/1994
Wieland, Sharon	8/12/1996
Harden, Paula	10/22/1996
Baker, Karen	9/1/1997
Brenk, Nancy	11/08/99
Mol, Janice	11/29/99
Acevedo, Adelaida	12/10/99

"Employment" means the first day worked on a regular work day.

APPENDIX E

GRIEVANCE FORM

Grievance No. _____

Copy to : Grievant

Supervisor _____

Association _____

LOWELL ESP GRIEVANCE REPORT FORM
KCEA/MEA/NEA

Name of Grievant: _____ Building _____

Date of Alleged Occurrence: _____

LEVEL I

• (Informal Discussion) Date: _____

LEVEL II

A. Formal Statement of Grievance _____

• Contract Article and Section

Involved: _____

Relief Sought: _____

Signature (Grievant(s)): _____

Date: _____

B. Superintendent's (or designee's) Response

• Date of Meeting: _____

• Superintendent's (or designee's) Response:

• _____
• _____
• _____

LEVEL III - Arbitration:

A. Association - Demand to Arbitrate

Date: _____

B. Arbitrator's Decision: _____

APPENDIX F

Fact Sheet No. 028

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or
- one treatment by a health care provider with a continuing regimen of treatment; or

- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

APPENDIX G

RECOUPING LOST DAYS

1. For the duration of this contract, no support staff shall be denied the opportunity to recoup 6 lost days from the 2006/07 school year.

APPENDIX H

Para-Educator BID MEETING PROCEDURES

A committee made up of Para-Educators, KCEA Representation, and Administrative Representation met and agreed upon the following procedure to govern the annual Para-Educator bid meeting.

Recognitions:

1. It is recognized that KCEA has rendered an interpretation allowing food service and para-educator employees to work more than 30 hours per week without increased insurance benefits, and such interpretation does not constitute a contract violation.
2. It is recognized that Article IV, Section C, #4 does provide employee bumping rights, based on seniority, to a member who is displaced (job elimination or reduction in hours) as long as it does not change insurance benefits. This section remains valid and is in reference to an employee with less than 20 hours not able to bump into position(s) that would equal or exceed 20 hours per week.
3. It is recognized that seniority will direct the order of opportunity for selection.
4. It is recognized that a member may recoup displaced hours by bumping, prior to selecting an open position.
5. It is recognized that Article XIII, Section F and Section C prohibits the bumping of Classification III (Individual Needs) and Classification IV (Media Center) positions.
6. It is recognized all other provisions of the LESPA Master Agreement remain in force.

Bid Meeting Procedure:

1. An annual para-educator bid meeting will be held on or about the second Tuesday of August for the purpose to fill open positions, or to allow displaced para-educators the ability to recoup lost hours.
2. This bid meeting shall be held in the Board of Education meeting room at Central Office.
3. The Administration, to the best of its ability, shall provide a notice of meeting, para-educator seniority list, list of current positions with hours worked, and a list of open positions with hours worked no later than two weeks before the bid meeting. When possible, job descriptions will also be included in this notification process.
4. Thirty minutes prior to the bid meeting, the District shall make available for review, an updated list of open positions, including a corresponding job description (if necessary).
5. By seniority, each para-educator will have an opportunity to recoup displaced hours, select open positions, and/or relinquish a current position.
 - a. Insurance benefit levels can not be changed by the bumping process.
 - b. A person who is displaced, may bump to recoup a total time equal to the time lost plus fifteen minutes.
 - c. When a position is vacated, the selection process is interrupted to allow members with higher seniority the opportunity to select the newly vacated hours before the process continues down the seniority list.
 - d. A vacated position is to be filled i) by seniority, ii) by a current member in that classification, and then iii) by a member outside that classification.

APPENDIX I

2010-2011 KCEA/KISD COLLABORATIVE AGREEMENT

The following statement represents the "Salary/Wage" section of the ratified agreement between the Board and the Association for the 2010-2011 school year. The complete document can be found as Appendix I to the Master Agreement for the 2010-2011 school year. It is preserved in this agreement for reference to the deferred compensation, payable upon separation from the district, to any person who was employed for the 2010-2011 school year.

Salary/Wages: All Staff will incur a 0% increase on the base; however, will receive his/her designated step increase, and the equivalent of a 1% increase at the 2010-2011 rate will be placed in a 403(b) annuity at the staff member's severance/retirement from the district. This will be an off schedule payment.