

Master Agreement
between the
Lansing School District
and the
Lansing Educational Assistants
(LEA) (MEA/NEA)
2021 - 2024

TABLE OF CONTENTS

<u>ARTICLE I: RECOGNITION</u>	2
<u>ARTICLE II: LEA SECURITY</u>	2
<u>ARTICLE III: LEA CONSIDERATIONS</u>	2
<u>ARTICLE IV: ASSOCIATION AND ASSISTANT RESPONSIBILITIES</u>	3
<u>ARTICLE V: GRIEVANCE PROCEDURE</u>	5
<u>ARTICLE VI: WORKING CONDITIONS</u>	8
<u>ARTICLE VII: SENIORITY</u>	10
<u>ARTICLE VIII: RIGHT OF ASSIGNMENT</u>	11
<u>ARTICLE IX: VACANCIES AND TRANSFERS</u>	12
<u>ARTICLE X: EVALUATION</u>	13
<u>ARTICLE XI: DISCIPLINE OF ASSISTANTS</u>	14
<u>ARTICLE XII: LEAVES OF ABSENCE</u>	15
<u>ARTICLE XIII: COMPENSABLE LEAVE</u>	18
<u>ARTICLE XIV: PROTECTION OF ASSISTANTS</u>	20
<u>ARTICLE XV: EMPLOYEE-EARNED BENEFITS</u>	21
<u>ARTICLE XVI: VACATIONS</u>	23
<u>ARTICLE XVII: HOLIDAYS</u>	23
<u>ARTICLE XVIII: LONGEVITY</u>	24
<u>ARTICLE XIX: MILEAGE REIMBURSEMENT</u>	24
<u>ARTICLE XX: NO STRIKE CLAUSE</u>	25
<u>ARTICLE XXI: RIGHTS OF EMPLOYER</u>	25
<u>ARTICLE XXII: MISCELLANEOUS PROVISIONS</u>	26
<u>ARTICLE XXIII: CONFORMITY TO LAW</u>	27
<u>ARTICLE XXIV: DURATION OF AGREEMENT</u>	27
<u>APPENDIX A: ASSISTANT CLASSIFICATIONS</u>	28
<u>APPENDIX B: SALARY SCHEDULE (2021 -2024 SCHOOL YEAR)</u>	28

ARTICLE I: RECOGNITION

A. **Recognition.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Michigan Education Association/National Education Association (MEA/NEA), through its local affiliate, the Lansing Educational Assistants (LEA), as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended. For the term of this Agreement of all employees of the Board included in the paraprofessional (LEA) bargaining unit are described below and in Appendix A:

1. School Support Assistants
2. Student Support Assistants
3. Specialized Assistants (*through attrition, this classification will become obsolete)
4. Technical Assistants
5. Miscellaneous

B. **Excluding:**

1. All Supervisory Personnel
2. All other Lansing Board of Education employees, including student employees.
3. Substitute Assistants and Volunteers

The terms LEA and/or Association shall refer to the above-named organization. The terms "Assistant" and/or "Paraprofessional" may be used interchangeably by the parties to refer to employees in the bargaining unit described above.

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

ARTICLE II: LEA SECURITY

A. The District will provide the LEA with a monthly list of all Assistants, the date of employment, place of employment, and the employee's employee ID number.

ARTICLE III: LEA CONSIDERATIONS

A. **Bulletin Boards.** The Board will provide bulletin board space in each building which may be used by the LEA for posting notices of the following types:

1. Notice of recreation and social events.
2. Notice of LEA elections and their results.
3. Notice of LEA meetings.
4. Notice of Assistant vacancies.

Notices other than the above-stated shall have the building administrator's approval before posting.

- B. **Courier Delivery.** A designated place for courier delivery shall be provided LEA building representatives.
- C. **Association Release Time.**
1. The LEA shall be entitled to a total of three hundred (300) hours at \$9.65 per hour, and 100 hours district paid hours to be utilized by the LEA as needed (subject to cancellation due to emergency), provided such time is to be utilized only for the necessary business purposes of the LEA. The LEA must give notice for this request as early as possible but in any event no less than three (3) days prior to the leave to the Administrator for Human Resources and/or designee and the immediate supervisor of the affected Assistant. No more than ten (10) Assistants may be absent under this provision at one time. Normally no more than two (2) Assistants from each building can be absent under this provision at one time. The Board will make its best effort to accommodate any requests in excess of two (2), subject to the approval of the Administrator for Human Resources and/or designee.
 2. In emergency situations which require immediate attention, the LEA President may be released with less than three (3) days' notice pursuant to the conditions set forth above and provided further that approval is obtained from his/her supervisor.
 3. If all of the above provisions are satisfied, such leave time shall be billed to LEA, \$9.65 per hour, flat rate for the first 300 hours paid to employees for hours covered by this provision. The district will pay for all actual wages at the current rate to cover the District's share of FICA, retirement contributions, and proportionate shares of the costs associated with workers' compensation and unemployment expenses. The added 100 hours will be paid by the district.
- D. **Negotiating Team Notice.** At least ninety (90) calendar days prior to the contract expiration the LEA shall furnish the Board with a written list of the members of the negotiating team. The Board shall provide the Association with a written list of their members as soon as possible thereafter.
- E. **Using District Facilities.** Upon proper application, the LEA shall have the right to use building facilities at reasonable times and hours for Assistant meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the LEA for the actual charge involved.
- F. **Non-discrimination.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or membership in, or association with, the activities of any employee organization.

ARTICLE IV: ASSOCIATION AND ASSISTANT RESPONSIBILITIES

- A. **Duties.** All Assistants shall fully, faithfully, and properly perform the duties of their employment.
- B. **LEA Materials Distribution.** All LEA materials intended for distribution or display in any property under the management of the Board shall be identified as LEA material before display or distribution.
- C. **Absence Reporting.**
1. In cases of absence, the Assistant shall notify his/her building administrator or immediate supervisor according to program or building procedures.

2. Absence notifications shall be made each day the Assistant is absent, unless the Assistant and his/her Building Administrator have made other arrangements.
3. Each employee shall present a signed timesheet indicating the reason for each absence, such timesheet is to be filed in the immediate supervisor's office and reported to Human Resources. The administrator may request a physician's statement for an employee's absence due to the illness of three (3) or more days' duration.
4. It is the responsibility of each employee to report unavailability for work. Each building administrator may establish a reasonable call-in procedure, but in the absence of specific building requirements, the Assistant should report the absence as soon as practicable and not later than one (1) hour prior to the start of his/her work day. Employees shall at the time of reporting their absence state the reason for absence, where they may be reached and the anticipated length of absence.
5. Assistants shall be at their work station for the days contracted. Any unexcused absence may result in a loss of pay for the duty time missed, and an entry to that effect in the Assistant's personnel file. An unexcused absence may be cause for disciplinary action up to and including dismissal.
6. The Board retains the right to require, at the Board's expense, that an Assistant undergo a medical examination to confirm good cause for an absence.
7. In situations where an Assistant has been notified in writing by the Human Resources Office or his/her building administrator that his/her absence record suggests a possible pattern of excessive use or abuse, the Board may require an Assistant, at Board expense, to provide medical verification for similar future absences until the absence record shows significant improvement or the concern has abated. (Building administrators will be provided guidelines by the Human Resources Office to assist them in evaluating absence records. These guidelines will also be available to the assistants.) This notification shall only constitute the beginning of progressive discipline and not discipline in and of itself. If the pattern continues, the Administrator will inform the Human Resources Office, and the record will be reviewed to determine what additional steps are appropriate. Future repeated behavior of the same nature within fifteen (15) calendar months of the written warning may trigger progressive discipline.
8. The review of the absence record to determine "possible pattern of excessive use or abuse" shall exclude a single occurrence of extended personal illness or a single occurrence of illness or serious injury in the immediate family.

D. **Ethnic/Cultural/Racial Diversity.** In light of the ethnically and culturally diverse student body, the Board and the LEA recognize that to provide for the various educational needs of its student body, it is desirable to maintain an ethnically and culturally diverse staff. The Board and the LEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools.

E. **LEA Activities Limitation.** Assistants shall not engage in LEA activities during their working hours except as authorized by the Administration.

F. **LEA Election/Appointment Notification.** The results of any Association election or appointment shall be reported within five (5) working days to the Administrator for Human Resources and/or designee.

G. **School District Student Discipline Code.** The Assistant shall be knowledgeable of the discipline code, employee handbook, and district policies and shall act in accordance with each. The Administration shall provide each

building access to the handbook, code, and policy if Assistants would like access to them. There shall be a hard copy in each building to reference.

- H. **Physical/Mental/Emotional Readiness.** Assistants are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. When the Board has reason to believe that an Assistant is reporting to work in an unfit condition, and/or when an Assistant is seeking an accommodation for a physical or other disability, the Assistant shall comply with requests to provide appropriate medical documentation. An Assistant may be required to undergo examination by a Board- selected medical professional for purposes of evaluating an Assistant's physical, mental, and/or emotional fitness for work or necessity for accommodation. All reasonable efforts shall be made by the District to accommodate such requests. During the time the District is exploring such accommodations, the Assistant shall continue to receive his/her regular salary and benefits. However, during said time the District may assign the Assistant to different duties. If no accommodation can be made (and/or if the employee has not provided appropriate medical documentation), and after review with the LEA, the affected Assistant shall be placed on a health leave until such time as he/she is able to return, or a position becomes available that will accommodate his/her situation or the leave (or extension of leave) would otherwise expire under this Agreement.
- I. **No Smoking.** Smoking is prohibited on school district property to the extent limited by law.

ARTICLE V: GRIEVANCE PROCEDURE

- A. **Definitions.** A grievance is a claim, by one or more employees, of an alleged violation of the application of this Agreement, specifying the part of the Agreement which is claimed to be violated and the specifics of such violations. An aggrieved Assistant(s) is the Assistant(s) who are directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, the Association may submit a grievance on behalf of Assistants provided two (2) or more Assistants are directly affected or all Assistants within a classification are directly affected. The Board will accept an Association grievance directly affecting two (2) or more Assistants provided the Association identifies in the grievance all such Assistants directly affected. Association grievances will commence in writing at Level Two, unless all affected Assistants work in the same building or program, within fifteen (15) working days of the date the grievance occurs. In cases where an Association grievance is filed on behalf of two (2) or more Assistants from the same building/program, the Administrator for Human Resources and/or designee may waive the first step filing requirement.
- B. **Purpose.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. **Procedure.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

A supply of the grievance forms shall be on file with the designated administrator, the chief Administrator for Human Resources and/or designee, and the LEA.

Level One Grievance

- A. Within fifteen (15) working days of the occurrence of the grievance, the Assistant shall submit in writing said grievance to the immediate administrator. Prior to placing the grievance in writing the aggrieved employee, with or without Association representation, is encouraged to discuss the matter with the designated administrator, stating as specifically as possible their concerns, with the objective of resolving the matter informally.

Within five (5) working days of receipt of a written grievance, the immediate administrator will meet with the grievant (and the Association representative unless representation is waived by the grievant) about the grievance.

- B. The administrator shall respond to the written grievance, in writing, within five (5) working days of the grievance meeting.

Level Two Grievance

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered in the time allowed, a written statement shall within ten (10) working days thereafter be transmitted by the employee or the LEA to the Administrator for Human Resources and/or designee stating the grievant's desire to pursue the grievance to Level Two.
- B. Within ten (10) working days of receipt of such grievance, the Administrator for Human Resources or a designee will meet with the LEA to discuss the issues. The aggrieved may be present at all such meetings and shall be present at the request of either the Chief Administrator for Human Resources and/or designee or the LEA. A written answer shall be given within ten (10) working days after the meeting.

Level Three Grievance

- A. If the grievance remains unresolved at the conclusion of Level Two, it may be submitted for binding arbitration at the request of the LEA, provided written notice of the request for submission to arbitration is delivered to the Board within fifteen (15) working days after the date of the decision under Level Two.

The parties will use AAA to select the Arbitrator. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the LEA and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Either party may initiate a pre-arbitration settlement conference. Whenever possible such conference should be initiated at least thirty (30) calendar days before the scheduled arbitration hearing.

- B. **Powers of the Arbitrator.** It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. The arbitrator shall have no power to establish or alter salary schedules.
 - 3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth

herein remains within the reserved rights of the Board.

4. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute arising from such a state administered retirement benefit.
5. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
6. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the LEA or the Board prior to the commencement of the arbitration hearing.
7. The arbitrator shall have no power to change any mandatory published rule or mandatory published guideline which is established by a funding, licensing or regulatory agency.

Miscellaneous.

1. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
2. No grievance shall be filed for or by any Assistant after the effective date of the Assistant's written resignation.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
4. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
5. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending final decision of the grievance unless such order jeopardizes the safety of the employee.
6. Reasonable access shall be made available to records of all unprivileged information used by the Administration in answering a grievance.
7. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI: WORKING CONDITIONS

- A. **Responsibilities.** Teacher Assistants may not be given full responsibility for instruction or for planning academic instruction. However, Assistants may be required to plan activities, select from among activities which have been pre-approved by a teacher, program manager or curriculum specialist, or perform similar duties. Exceptions shall be granted to certificated Assistants who are asked to substitute for teachers in emergency

situations. No Assistants shall be required to perform personal errands and tasks for other members of the staff.

- B. **Calendar.** The calendar will be the same as that of the teachers union. Members will be paid for all hours worked. There will be separate calendars based on the positions number of work days and classification.
- C. **Professional Development Pay.** Assistants who attend professional development and/or in- service during their regularly scheduled working hours will be paid at their regular rate of pay. Each LEA school support position shall receive at least three (3) hours of professional development; and all other LEA employees shall receive at least six (6) hours of professional development. LEA employees must report absences for in- service days that are not attended.

Assistants who are authorized by their building administrator to attend additional professional development and/or in-service during district designated professional development days shall be compensated.

- D. **Lunch Periods.** Assistants working five (5) hours or more shall be entitled to a duty free thirty- (30) minute uninterrupted lunch period except where program dictates otherwise. In the event that the program dictates otherwise and the Assistant is not provided with a duty free thirty (30) minute uninterrupted lunch period, the Assistant shall receive an additional fifteen (15) minute rest period to be taken within the Assistant's requisitioned hours.

A normal work assignment shall be established for each Assistant. A normal workday shall not exceed eight (8) hours, and a normal work week shall not exceed forty (40) hours.

All work in excess of the normal schedule must be authorized in advance by the appropriate administrator. Overtime rates of time and one-half shall be paid for hours beyond forty (40) in any one week.

- E. **Rest Periods.** A paid rest period of fifteen (15) minutes shall be allowed each each four (4) hour work period. If the day's work period assignment is for seven (7) hours or more, the Assistant shall be entitled to two (2) paid rest periods of fifteen (15) minutes each. This period, if not used, may not accumulate to be used at some later date and may not be used for any other purpose.

- F. **Closing of School—Act-of-God/Inclement Weather.** On days when schools, or the specific building or program to which an Assistant is assigned, must be closed because of inclement weather, Assistants assigned to the affected schools, buildings or programs will not be required to report but will receive compensation for that day. If the District is required to make up the missed school day, the Assistant will not be compensated for those days.

1. Should the District find it necessary to close school due to inclement weather during the school day, Assistants will be excused by the administrator as soon as they have completed their responsibilities, including supervision of students.
2. If the District is required to reschedule pupil instruction days lost due to conditions not within the control of the school authorities; such as, severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities; the District shall be entitled to reschedule such days and employees shall be required to report for work on such rescheduled days.

It is understood and agreed that the rescheduling of days may vary from one level or one building to another dependent on the number of instructional days provided for each level or building.

On such days when pupil instruction is not provided, Assistants will not be required to report to work and will not be paid. Assistants who report for work on the rescheduled day(s) will be paid as if it were a regularly scheduled work day(s).

- G. **Assignments.** Assistants shall normally be assigned to work during the regular school year. All assignments including Summer school assignments are at the discretion of the Board.

Building and program administrators will notify the Human Resources Office when they have determined the need to go outside their building/program to staff summer programs. All positions will be posted regardless of location of staff.

- H. **Overload Pay.** When an Assistant(s) has to assume additional work responsibilities as the result of the District being unable to obtain a substitute for an absent Assistant or an Assistant absorbs the duties and/or substitutes for an individual from another bargaining unit or work classification in addition to his/her normal duties, the Assistant(s) assuming the additional work responsibilities, for forty-five (45) minutes or more, will receive overload pay of \$5.00 an hour, equally divided among affected Assistants.
- I. **Volunteer Programs.** The Board shall notify the Association of any anticipated volunteer programs and volunteer usage within the District buildings.
- J. **Telephone Access.** The District will provide Assistants access to a District telephone in each building location. Such telephone shall afford the Assistant adequate privacy.
- K. **Test/Certificate/Training Funding.** The District shall pay the full cost for assistant testing once each school year. If any additional testing is required for the continued employment, the District will pay the full cost of testing.
- L. **Harassment.** In the event an Assistant is subjected to harassment or abuse by a parent, other staff member/employee of the District, student or other member of the community in association with the Assistant's duties, the Assistant shall immediately notify his/her immediate supervisor, who shall determine what action is appropriate. Following such notification, the Assistant or the Association can call for a Special Conference to review the situation.
- M. **Non-tenure Positions.** Employment in the LEA bargaining unit does not constitute teacher service toward the acquisition of teacher tenure under state law, for certified or non-certified employees. There shall be no teacher tenure as an LEA Assistant. If the Tenure Commission, or a court of competent jurisdiction, determines that positions that require teaching certification are subject to the Tenure Act this provision shall not apply to such positions.
- N. **Computer Access.** A device will be located in the classroom where assistant is assigned.

ARTICLE VII: SENIORITY

- A. **Definition.** *Seniority* shall be defined as the length of service within the District as a member of the bargaining unit, subject to the provisions of this Article. Accumulation of seniority shall begin from the Assistant's first working day in the bargaining unit. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

- B. **Probation.** All new Assistants in the unit shall be probationary Assistants until they have completed sixty (60) workdays of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether Assistants have the ability and other attributes which will qualify them for regular Assistant status. During the probationary period Assistants may be terminated at the sole discretion of the Board. If the Board determines that additional time is necessary to assess whether a probationary Assistant has the ability and other attributes which will qualify him/her for regular Assistant status, it may extend the probationary period once for an additional thirty (30) work days. Probationary Assistants shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work in the unit.
- C. **Classifications.** For purposes of this provision, it is understood that all bargaining unit members are in one or more of the following Classifications based on their current assignment(s):
1. School Support Assistants
 2. Student Support Assistants
 3. Specialized Assistants (through attrition, this classification will become obsolete)
 4. Technical Assistants
 5. Miscellaneous

However, computer entries may continue to record current assignment title(s).

- D. **Seniority List.** The Employer shall prepare and maintain the seniority list. The initial seniority list shall be prepared and a copy furnished to the Association within forty-five (45) calendar days after the ratification of this Agreement. Additionally, the Association shall be provided an updated copy of the seniority list by May 1 and November 1 of each year. The Employer shall notify the Association of hires, transfers, terminations, leaves, recalls, etc. The Association is not prohibited from making requests for updated seniority list information, as necessary or appropriate.

The seniority list provided to the Association shall include the following information for each bargaining unit member: name, employee ID number, current building(s) of assignment(s), seniority date (as adjusted pursuant to this Agreement), current assignment(s) including usual hours per pay period of each assignment, date of placement in current assignment(s). The list provided to the Association shall be recorded using each of the following formats: District-wide by position, District- wide with personal information.

Reports of errors or omissions in the seniority list should be provided to the Human Resources Office in writing and may be submitted by either individual Assistants or the Association. Appropriate corrections will be made on the succeeding seniority list. When modifications are made, the Human Resources Office shall notify the Association.

- E. **Leaves of Absence.** An Assistant will neither lose nor accrue seniority while on leave.

- F. **Loss of Seniority.** An Assistant shall lose seniority for the following reasons:

1. The Assistant quits, retires or is discharged.
2. The Assistant is absent from work for three (3) consecutive work days without notifying the administrator prior to or within such three (3) day period of a justifiable reason for such absence, unless the Assistant presents an excuse acceptable to the Board that the Assistant was unable to do so.
3. The Assistant obtains a leave of absence under false pretenses.

4. The Assistant accepts employment elsewhere while on leave of absence, which employment has not been authorized by the Board.
5. The Assistant is laid off for lack of work or funds for a continuous period of twelve (12) or more consecutive months.

G. **Seniority Status Outside the Bargaining Unit.** An Assistant taking a position outside the bargaining unit, within the District, shall not be considered to have interrupted service with the District to the extent that the other employee group handbook and/or bargaining unit collective bargaining agreement recognizes such continued service. An Assistant who takes a position outside the bargaining unit shall retain unit seniority for a period of one (1) year or as agreed by both parties after taking the position outside the unit, but within the District provided, however, such retention of seniority shall not be construed as any right to transfer, be recalled and/or in any other way a guarantee of job rights in the bargaining unit. Assistants can only accumulate seniority when assigned to a bargaining unit position as a bargaining unit member.

ARTICLE VIII: RIGHT OF ASSIGNMENT

- A. **Right of Assignment.** The District has complete Right of Assignment of LEA bargaining unit members. Assistants will receive a three (3) day notice period for transfers.
- B. **Reduced Hours.** If possible, the Human Resources Department shall notify the Association of all reductions in normal work hours prior to Assistants being notified, even where such reductions do not constitute a layoff. At the request of the Association, a Special Conference shall occur to discuss such reductions. Affected Assistants shall be given at least seven (7) calendar day's written notice prior to a reduction in their hours taking effect.
- C. **Benefits Following Layoff.** Upon written application a laid off bargaining unit member shall be granted priority status on the appropriate substitute list(s) according to his/her seniority and qualifications.

Insurance benefits, as established in this Agreement, shall continue through the end of the calendar month following the month during which an Assistant's layoff (or displacement and reassignment to a non-benefit position) becomes effective. Laid off bargaining unit members may arrange to continue applicable insurance benefits by contacting the employee benefits department within thirty (30) days of layoff (or displacement and reassignment to a non-benefit position) and paying the monthly premium at the District's group rate.

- D. **Restoration of Hours.** An Assistant whose hours are reduced, may file a written notice of desire to restore lost hours within his/her building/program. If the Assistant has submitted such notice, he/she will be considered, if qualified for vacant or new positions within the employee's building/program and classification, before recalls, transfers or new hires are considered.
- E. Employees laid off shall receive a fourteen (14) days written notification of lay off. The District will pay the Assistant at his/her regular rate and hours for all such days. The District may assign the Assistant to perform duties for which he/she is qualified for during the fourteen (14) day period. Assistants shall be retained on a recall list for a period of twelve (12) months. With the exception of probationary employees, laid-off bargaining unit members shall accrue seniority during the period of layoff.

ARTICLE IX: VACANCIES AND TRANSFERS

- A. **Posted Vacancy Positions.** A vacancy is an unoccupied position in the bargaining unit, which the Board intends to fill and for which there are no unassigned or laid-off, presently qualified Assistants for the position without any additional trial or training.
1. Any Assistant may apply for a posted vacancy provided they are presently qualified for the position without any additional trial or training.
 2. The application shall set forth the reasons for the request, the school and job sought, and the applicant's qualifications which support the request.
 3. Applications must be received by the Human Resources Office within ten (10) calendar days from the date of posting.
 4. The Board may fill the vacancy with a substitute as necessary. Positions which are funded for less than a semester shall be posted at the discretion of the Board. The Board will not use substitutes for the purpose of delaying the regular vacancy posting process.
 5. The Board shall post all new and vacant positions.
 6. Vacancy postings shall be placed in a conspicuous place in each building of the District for a period of ten (10) Calendar days.
 7. Vacancy postings shall contain the following information, if known:
 - a) Type of work
 - b) Location of work
 - c) Starting date
 - d) Rate of pay
 - e) Hours to be worked
 - f) Classification
 - g) Minimum requirements
 8. Interested Assistants must apply through the online application process.
- B. **Voluntary Transfer Limitation.** An Assistant who voluntarily applies and successfully transfers to a new position, shall remain in the position for the remainder of the school year. Exceptions to this limitation may be made upon approval of the District.
- C. **Transfers.** Employees who will be affected by a change in assignment during the school year will be notified and consulted by their building principal as soon as practicable. The Superintendent of Schools, or a designee, has the sole right to assign Assistants to positions for which they are presently qualified for without trial or training.
- D. **Seniority Status.** Employees shall retain their seniority as a result of any consummated transfer.
- E. **Salary Schedule Adjustment.** If the transfer of an Assistant qualifies him/her for a different salary schedule track, the Assistant's salary placement shall be at the first step on the new schedule which is higher than his/her prior salary (actual hourly rate), providing there is a step available.
- F. **Effect of Layoff and Recall.** The provisions of Article IX are subservient to the provisions of Article VIII – Right of Assignment.

- G. **Multiple Regular Assignments.** If an Assistant holds more than one (1) assignment (Example: School Support Assistant and Student Support Assistant), he/she shall be paid at the appropriate level of each assignment salary schedule, and not at the higher rate for both assignments.
- H. **Substitute Assignments.**
1. In Lieu of Regular Assignment. Any Assistant who, at the Employer's request, temporarily assumes the duties of another bargaining unit member instead of his/her normal duties for a minimum of one (1) hour will be paid the regular rate for those duties. An Assistant's pay rate shall not be reduced as the result of any Employer initiated temporary change in duties.
 2. Additional Hours. If an Assistant works as a Substitute Assistant in addition to the employee's regular assignment, he/she shall be paid the current Substitute Assistant rate plus \$.60 per hour for the temporary work.
 3. Assistant who are assigned to substitute for a teacher on an emergency basis, shall be paid their regular pay plus an additional \$5.00 an hour. Substitution shall be defined as replacing an absent teacher for one-half hour or more. If the Assistant is required to make up work he/she would have performed during the period of substitute teaching, the Assistant will be paid at his/her regular hourly rate including overtime, if applicable. The parties agree that if the substitute teacher pay rate increases, the parties shall revisit this language to address increase. This would be submitted to the supervisor on an overload form.

ARTICLE X: EVALUATION

- A. All LEA Assistants shall be evaluated yearly. The employee will receive a copy of the completed performance review and will sign the form to indicate that they have seen it. Such signature does not mean the employee agrees with the contents of the evaluation.
- B. The Lansing School District will provide the Assistant Evaluation form and may modify as long as all of the Assistants use the same tool in any given year.
- C. An Assistant may submit additional comments to any evaluation. Such statements shall be attached to the evaluation and placed in the employee's personnel file.
- D. It shall be considered just cause for dismissal if an Assistant receives two (2) consecutive unsatisfactory final evaluations. The first unsatisfactory evaluation will include a mandatory improvement plan.

ARTICLE XI: DISCIPLINE OF ASSISTANTS

- A. No Assistant shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge or discipline a probationary employee for other than LEA activity is not subject to the grievance procedure. It is further understood that reduction in workweek, days or hours, or layoffs or reclassification is not within the meaning of discipline.
- B. Disciplinary action shall be defined as any reprimand, suspension or discharge.
- C. An Assistant shall be entitled to have present a representative of the LEA for any disciplinary action.

- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the Assistant's personnel file, and a copy thereof given to the Assistant and the LEA. Said disciplinary action will not be issued until there has been an opportunity for a meeting between the Administrator, Assistant and an LEA representative.
- E. After a period of two (2) years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand may not affect the Assistant in matters of job status.
- F. The Association agrees that the Employer has just cause to discharge any Assistant who (not limited to):
1. Is convicted of any felony or circuit court misdemeanor.
 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
 3. Is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made.
 4. Does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
 5. Does not return from sick leave and leaves of absence. In proper cases, exceptions shall be made.
 6. Is under the influence of intoxicants or drugs (for purposes of this section, under the influence shall be interpreted as an intoxicant or drug having a significant impact upon the employee's ability to perform assigned duties.) It is understood that an unanticipated adverse reaction to a prescribed medication is an exception to this provision.
 7. Consumes or sells intoxicants or drugs on Board property.
 8. Steals Board property.
 9. Duplicates school district issued keys.
 10. Intentionally falsifies records.
 11. Violates any child protection law.
 12. Commits an aggravated assault or battery.
 13. Carries a lethal weapon onto Board property.
- G. An Assistant placed on administrative leave with pay pending investigation into allegations of misconduct will be provided with the general nature of the alleged offense. It is the intent of the District to provide a copy to the Association as well, however failure to provide this notification will not constitute grounds for or be part of a claimed violation of due process.
- H. Prior to any discharge for misconduct the District will conduct an appropriate investigation and take necessary actions to insure due process has been provided the Assistant. At any investigation conference the Assistant shall be provided with the general nature of the alleged offense and his/her right to union representation at the

conference. It is the intent of the District to provide a copy to the Association as well, however failure to provide this notification will not constitute grounds for or part of a claimed violation of due process.

ARTICLE XII: LEAVES OF ABSENCE

- A. **Health Leave.** After one (1) year of service with the Lansing School District, an Assistant may be granted, upon written application to the Human Resources Office, a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one year from the date granted by the Board. A physician's statement verifying the need for a leave should accompany the request.

Prior to return, the Board may require the Assistant to provide a certificate of good physical and/or mental health. The Board reserves the right to have Assistants returning from such a leave promptly examined by a physician of its choice at Board expense.

B. **Maternity Leave.**

1. If the Assistant desires a maternity leave of absence without pay, the Assistant must file a written request with the Human Resources Office at least thirty (30) days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six [6] weeks after termination of the pregnancy).
3. Upon returning from leave of absence, her physician must certify that she is physically sound and able to perform all duties of her position and that she is not an industrial risk. The Board may choose at its option and expense to have the Assistant examined by the Board's physician prior to the Assistant's return to work.

- C. **Parental Leave.** A parental leave of absence without pay may be granted, upon written request submitted to the Human Resources Office, to Assistants with at least one (1) year of service who become parents of a newborn, for a period up to but not exceeding one (1) year. (Assistants with less than one (1) Year of service may request such leave for a period not to exceed their length of credited service with the District.) Such leave must be requested, in writing, prior to the six (6) week post-natal examination, but not less than thirty (30) days prior to the date such leave is to become effective.

- D. **Military Leaves of Absence.** Assistants who have been inducted or enlisted for military duty in any of the armed forces of the United States shall be granted leaves of absence without pay for a period not to exceed three (3) months beyond their honorable discharge date, upon written request submitted to the Human Resources Office. Full credit toward advancement on the salary schedule shall be granted and all accumulated compensable leave acquired prior to entry into the service will be reinstated. Military leaves of absence, and credit on the salary schedule, shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of re-employment. The provisions set forth in other sections of this Article shall not be applicable to this section.

- E. **Adoptive Leave.** Any Assistant may apply to the Human Resources Office in writing for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the Assistant desiring adoptive leave shall apply to the Human Resources Office for an adoptive leave which shall commence when the Assistant assumes custody of the child and shall continue for the duration of the school year. (Unless the Assistant has less than one (1) year of credited District service, in which case the Assistant may request a

leave not to exceed his/her length of service.) Upon request of the Assistant the leave shall be extended for an additional school year.

- F. **General Purpose Leave and Education Leave.** Upon written application submitted to the Human Resources Office, and after one (1) year of service with the District, an Assistant may be granted a General Purpose Leave of Absence of up to one (1) year, without pay. Said leave is renewable upon the written request of the Assistant and the approval of the District.
- G. **Assistant's Responsibilities Upon Return From, or Seeking Extension of, A Leave of Absence.** An Assistant returning from or requesting an extension, in writing, submitted to the Human Resources Office, of a leave of absence must notify the Human Resources Office no later than thirty (30) days prior to the expiration date of the leave.

Assistants may be placed in the first opening available for which they are qualified in the same classification in the building where they formerly worked. An Assistant that takes a health, maternity, parental or adoptive leave of one (1) semester or less shall have the right to return to his/her position, or an equivalent position, unless such a position no longer exists.

Those Assistants taking leaves of more than one (1) semester but no longer than one (1) year shall have the right to return to an equivalent position, at the beginning of the school year following the end of the Assistant's leave, unless such a position no longer exists.

H. **Leaves For Other Purposes.**

- 1. **Jury Duty.** The Assistant who receives a jury duty interview and appearance notice must notify the Human Resources Office in writing within one (1) school day of such notice. If Assistants are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal weeks' pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that Assistants shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, Assistants must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty. Any Assistant found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
- 2. A leave of absence with full pay not chargeable against the Assistant's sick leave shall be granted for court appearance when subpoenaed as a witness in any case connected with the Assistant's employment or the school, provided the Assistant pays to the school district any sums received as subpoena fees. This provision shall not apply to employees who are plaintiffs in civil suits against the District.

I. The Board reserves the right to fill an opening created by a leave of absence.

J. **Family and Medical Leave Act of 1993.**

- 1. The District will extend such additional considerations and benefits to Assistants as are required by the Family and Medical Leave Act (FMLA) of 1993. The District and the LEA agree that it may be necessary to temporarily reassign an employee to accommodate intermittent usage of the leave or to facilitate a transition for returning to his/her regular position. Such temporary assignment shall be for the same number of work hours as that held by the employee prior to the leave and shall be at the Assistant's regular rate of pay (or higher rate if required by the classification of the temporary

position).

2. The Assistant shall have the option of using accumulated compensable leave, accumulated and accrued vacation, and/or personal leave during the leave of absence. The remainder of any leave will be unpaid.
3. Health benefits will be continued during the leave under the same conditions and at the same level as if the Assistant was still at work.
4. Seniority shall continue to accrue during the leave.
5. The Assistant shall have the right to take the leave on a reduced or intermittent schedule, if allowed by law.
6. Whenever practicable, the Assistant will provide the Employer at least thirty (30) calendar days' written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. The Assistant should also provide the District with appropriate medical documentation. If the District should require additional medical information, the District will put in writing to the physician what additional information is needed.
7. The District retains the right to deny a request to return from leave to an "instructional" position, consistent with the law, during the final weeks of a semester.
8. For purposes of crediting and fulfilling unpaid leave entitlements under the provisions of this Agreement, any contractual unpaid leave which would also qualify under the provisions of FMLA will run concurrently with the FMLA to the extent permitted by the Act and its implementing regulations.
9. Under the provisions of Section 825.213 of the Act (recovering costs for maintaining benefits during FMLA leave), the District may require an Assistant who fails to return from an unpaid leave, during which he/she received FMLA leave paid benefits, to repay the District the amount it paid for the continuation of said benefits. The terms of repayment shall rest solely between the Assistant and the District. The District shall hold the Association harmless in any matter related to the implementation of this section.

K. **Military Reservist.** In the event bargaining unit members, who are military reservists are called to active duty, the District and the LEA, upon LEA request, shall meet to discuss insurance and salary transition impact.

ARTICLE XIII: COMPENSABLE LEAVE

- A. **Compensable Leave.** Compensable leave of one (1) day per month worked shall be credited to the compensable leave account of each employee. A compensable leave day shall be defined as the number of hours in the employees regular work day. Each employee can accumulate a maximum of sixty (60) days.
- B. **Conditions for Compensable Leave.** Compensable leave shall be granted in accordance with the schedule specified here, subject to the following conditions:

1. **Personal Illness.** Illness or injuries not requiring a leave of absence.
 2. **Illness or Serious Injury in the Immediate Family.** Absence necessitated because of the need of the personal attendance of the employee. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the Assistant is principally responsible.)
 3. **Bereavement.** Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of an Assistant's father, mother, father-in-law, mother-in-law, foster parents, spouse, children, brother, sister, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per occurrence. Additional days may be granted by the District in extenuating circumstances.
 4. **Funerals.** One (1) day leave shall be granted for attending funerals for persons other than in the immediate family unless granting such leave will significantly impact building/program operations.
- C. **Signed Timesheet.** Each Assistant shall present a signed timesheet indicating the reason for absence(s), such timesheet to be filed in the immediate building administrators' office. The administrator may request a physician's statement for an employee's absence due to the illness of three (3) or more days' duration.
- D. **Call-in Procedure.** It is the responsibility of each Assistant to report unavailability for work. Each building administrator may establish a reasonable call-in procedure, but in the absence of specific building requirements, the Assistant should report the absence as soon as practicable, and not later than **one (1) hour** prior to the start of his/her work day. Assistants shall, at the time of reporting their absence, state the reason for absence, where they may be reached, and the anticipated length of absence.
- E. **Leave Day with Pay.** At the beginning of each school year, each Assistant will be credited with two (2) leave days with pay. Any Assistant who works an additional assignment during the summer for nine (9) or more weeks shall receive one (1) additional personal leave day with pay. This third leave day may be used for recreational purposes during the summer months, provided appropriate substitute arrangements can be made. Each Assistant who is hired and commences employment after the beginning of the year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December.....2 days
 January through March.....1 day
 April through May½ day
 June.....None

The leave days shall not be utilized during an absence for sick leave or during any other leave of absence. An employee taking a leave day shall file a notice of the intent to take such day with their immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency). (An emergency is an incident over which the Assistant has no control.) Such notice shall include a statement that the purpose of the leave is not in violation of reasons 1 through 5 below.

Leave Days with Pay shall not be used for:

1. The day before or the day after a holiday, holiday related or vacation day.
2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
3. Other employment or seeking new employment.

4. Voluntary child cares.
5. Any other leave provisions in this Agreement.

In the event an Assistant does not use all leave days, that portion shall be transferred to his/her regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

A leave day with pay shall be defined as one-tenth of an Assistant's bi-weekly hours. The number of leave days with pay available shall be determined by the Assistant's regularly assigned hours at the time of application for such a leave.

- F. **Misuse of Compensable Leave.** Any Assistant who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy unless or until reinstated in good standing by the Board on recommendation of the Superintendent.
- G. **Summer School Compensable Leave.**
1. Assistants working in a summer school program of a minimum of four (4) weeks' duration shall be entitled to two (2) additional compensable leave days to be used for personal illness or illness in the immediate family. In the event an Assistant does not use any portion of the summer compensable leave the balance shall be transferred to his/her regular cumulative leave.
 2. Assistants working during the summer or in a fifty-two (52) week program shall be able to use their accumulated compensable leave. Assistants working other summer programs can use compensable leave accrued during summer months.
- H. A qualified Assistant shall be granted, upon retirement from the District, an additional salary payment equal to his/her current rate of pay for one-half (1/2) his/her unused accumulated compensable leave. Such payment shall be limited to a maximum of thirty (30) leave days. For purposes of this paragraph, qualified employees shall include those who are eligible to receive a Michigan Public School Employee Retirement System (MPSERS) Defined Benefit Pension including regular, disability and deferred retirement.
- Assistants not qualifying for MPSERS retirement, but having reached the age of fifty-five (55) and having fifteen (15) years of regular service, shall be paid \$225.00 upon retirement from the District.
- I. The District will pay for Long Term Disability (66 2/3% of monthly earnings with a max of \$4,000) beginning on day sixty-one (61) for personal illness or injury.
- J. Employees transferring in to the LEA unit may transfer no more than sixty (60) days of accumulated compensable leave time from their previous position.

ARTICLE XIV: PROTECTION OF ASSISTANTS

- A. Any case of employment related assault and battery upon an Assistant shall be immediately reported to the immediate supervisor. The Board shall provide legal counsel to advise the Assistant of any rights and obligations in connection with handling the incident by law enforcement and judicial authorities.
- B. Time lost by an Assistant, other than for disability, where the Assistant is found in a court of competent jurisdiction not to be the responsible party, shall not be charged against the Assistant.

- C. The Board will reimburse, repair, or replace for Assistants the current value of clothing and personal property damaged or destroyed as a result of assault and /or battery upon them suffered in the course of their employment unless such loss is covered by insurance or reimbursement is obtained from other sources.
- D. The Board will provide a reasonably safe location for assistants to store personal property that is necessary to bring to the work place.
- E. Any Assistant who is absent from work because of an injury suffered from a physical assault as a result of an employment related activity shall receive from the Board the difference between the Assistant's regular weekly income and the payment the Assistant receives through Worker's Compensation in the following manner:
 1. For the first four (4) work weeks, there will be no deduction from compensable leave.
 2. Beyond four (4) weeks, such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the Assistant's regular weekly pay until compensable leave is exhausted.

If the District's workers compensation physician and/or carrier schedules therapy during the normal workday, the District shall not charge the time against the Assistant's compensable leave bank.

- F. **Disability Accommodations.** Any bargaining unit member who has become disabled under the terms of the American with Disabilities Act while employed by the District may request appropriate accommodations for the disabling condition, which may include reassignment to a vacant position for which the employee is qualified. Upon review of the employee's request, and consideration of any other appropriate accommodations, the District will make a good faith attempt to accommodate the employee in the most appropriate manner. If more than one (1) employee could be reasonably accommodated by transfer to the same vacancy, preference will be given to employees whose disabling condition arose out of or in the course of their employment with the District. Prior to the placement of an Assistant under this provision the District shall notify the Association.

Nothing in this provision shall cause the Board to act in a manner inconsistent with the American's with Disability Act.

ARTICLE XV: EMPLOYEE-EARNED BENEFITS

- A. The District shall pay the maximum amount allowed by Section 3 of PA 152 of 2011 for all eligible employees. In the event that Section 3 of PA 152 of 2011 is reversed, in whole or in part or otherwise found to be unlawful, the District's obligation for the current school year of which the reversal occurred shall nonetheless not exceed the maximum amount that had been provided in Section 3 of PA 152 of 2011. Employee and child(ren) shall be included in the Family category. Assistants who are working thirty (30) or more hours per week and hired after April 1, 1997 are eligible for benefit coverage. Those Assistants hired prior to March 31, 1997 need twenty-five (25) hours or more per week to be eligible. This coverage is for a twelve (12) month period for each year of this Agreement for the unit member and any other eligible dependents as defined by MESSA. Sponsored dependents shall be considered eligible dependents (Health Coverage only). There shall be an open enrollment period in early Fall of each year, to be effective January 1st of the following year.

Insurance. The parties agree that the District will pay the full amount of the Hard Cap as allotted by law toward the cost of health care premiums only if the District realizes enough savings to offset by the change in Health Insurance plans for the LEA. The increased cost for the Hard Cap payment will be based on the 2017-18 data

expected to be available in January of 2018. The increases to the Hard Cap will be based on the dollar-for-dollar savings realized by the District as a result of the change in Health Insurance plans. If the LEA decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LEA unit, it shall not result in an increase or decrease in the District's premium costs. Before changes are to occur, employees will be given at least (60) calendar days advance notice of the change, as currently required by federal law.

The annual amounts delineated above shall be prorated based on the duration of an employee's employment and the subscriber category elected.

There shall be no double health coverage within the District. If an employee's spouse is employed by the District, only one of them may elect medical coverage, unless the election of double single subscriber coverage results in savings to the District.

PAK A, C, D or E – Medical. Eligible LEA members may select from one of four MESSA plans:

1. PAK A - MESSA Choices \$500/\$1,000 calendar year deductible; 10% coinsurance; Saver RX with mandatory mail
2. PAK C – MESSA Choices \$1,000/\$2,000 calendar year deductible; 20% coinsurance; Saver RX with mandatory mail
3. PAK D – MESSA ABC Plan 2 \$2,000/\$4,000 calendar year deductible; ABC Rx
4. PAK E – MESSA ABC Plan 2 \$2,000/\$4000 calendar year deductible; 20% coinsurance; 3 Tier Rx with mandatory mail

Medical insurance premium costs, if any, in excess of the District's obligation as set forth above, shall be paid by the member through payroll deduction; provided however, the LEA may, at its sole discretion, aggregate or smooth the cost of the medical insurance premium for its members. In the event that the LEA elects to do so, the District shall work to provide as much notice to the affected members. Any LEA member contribution shall be made via payroll deduction in accordance with the District's Section 125 plan.

PAK B – Non-Medical shall include the following benefits: Delta Dental 80/60/60/60, Vision VSP 3, \$10,000 Life Insurance and Long Term Disability (66 2/3 salary, max \$4000 monthly, 90 CDSW). The District shall pay 90% of the Vision, LTD and Life Insurance. The District shall pay 90% of the single subscriber rate for Delta Dental benefits. LEA members shall pay the balance of any premium cost via payroll deduction in accordance with the District's Section 125 plan.

PAK B - Cash Option. The District shall provide a cash option in lieu of medical benefits for those eligible. The cash amount is \$350.00 per month.

Health: In lieu of Health - Cash Option as provided above.

LTD: 66 2/3 salary, max \$4000 monthly, 90 CDSW).

Life: \$10,000.00 Negotiated Life & AD&D through MESSA PAK B

Vision: VSP-3 through MESSA PAK B

Dental: Delta Dental 80/60/60/60 - 90% of Single Subscriber through MESSA PAK B

All cost relating to the implementation and administration of benefits under this 125 Section shall be borne by the District. All employees electing this option shall pay 10% of the cost of life, vision and LTD and single

subscriber dental, coverage via payroll deduction.

- B. **Self-Paid Dental Insurance Option.** Shall be available to all assistants at the employees cost through the LSD current plan or a comparable plan mutually agreed upon by the parties within the District's section 125 cafeteria plan. The District shall pay 50% of the LSD current plan, single subscriber rate for non-benefit eligible employees or a comparable Plan mutually agreed to by the parties.
- C. **Effective Date.** Assistants shall become eligible for insurance the first day of the month following hire or the first of the month following an increase in hours which meet the eligibility requirements.

It is the responsibility of the Assistant to enroll at the Employee Benefits Office within thirty (30) days of hire or meeting the eligibility requirements. If the Assistant fails to enroll for insurance benefits during the first thirty (30) days of his/her employment or thirty (30) days of meeting the eligibility requirements, the Assistant's benefits will become effective beginning the first day of the first month after the Assistant does enroll if so permitted by the insurance carrier. Failure to enroll for insurance benefits during the first thirty (30) days of employment or thirty (30) days of meeting the eligibility requirements may also subject the Assistant to whatever penalties may be imposed by the relevant insurance carriers. Upon hiring, each Assistant will be informed of the procedures for enrollment for insurance benefits.

- D. **Insurance Continuation.** Employed Assistants cease to be eligible for District paid insurance at the end of the month when starting an unpaid leave of absence. Assistants as well as their spouses and/or eligible dependents, shall have the right to continue such coverage on a direct payment basis through the Employee Benefits Office. Assistants returning from an unpaid leave of absence shall become eligible for District paid insurance the first day of the month following their return from an unpaid leave. District paid contributions shall cease the end of the month following termination, resignation and/or retirement. Coverage may be continued per COBRA regulations.

Changes in dependent status (marriage, divorce, birth, adoptions, death, and children no longer dependent) must be reported within thirty (30) days of the event.

- E. **Payroll Deductions.** Assistants are eligible to participate in any reimbursement program or tax sheltered annuity offered by the District, consistent with the Internal Revenue Code. The LEA and the District will work together to inform Assistants of the benefits of such plans.

ARTICLE XVI: VACATIONS

- A. Upon completion of one (1) year of employment, an Assistant working in a fifty-two- (52) week program shall receive an annual paid vacation of ten (10) days. Vacation shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the program. Vacations shall be scheduled for a period of not less than one (1) day unless otherwise approved by the employee's supervisor.
- B. For Assistants in a fifty-two- (52) week program, up to ten (10) vacation days may be carried forward to the next benefit year (maximum accumulation of twenty (20) workdays at any one time). Upon leaving the District a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay.

ARTICLE XVII: HOLIDAYS

A. **Recognized Holidays.** The following days shall be recognized and observed as paid holidays with premium pay or overtime pay, if worked:

New Year's Day	Thanksgiving Day
Martin Luther King Jr.'s Birthday	The Day after Thanksgiving
Memorial Day	Christmas Day
July 4 th (see paragraph C)	Labor Day
President's Day	

Eligible Assistants shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday. Individual holiday observance dates may be changed for specific operations upon mutual approval of the Board and the LEA.

B. In addition, the following holiday-related time off with pay will be granted:

- Good Friday (As observed by the District)
- The Day before Christmas
- The Day before New Year's

If worked, payment at the rate of time-and-one-half will be granted for the days covered in this provision.

C. All Assistants working at the Beekman Center summer program will be paid for the July 4th holiday regardless of whether the school is in session during the week. Assistants working a regular summer program (of a minimum four [4] weeks' duration) shall be paid for the holiday.

D. **Eligibility Requirements.** The Assistants shall be eligible for holiday pay under the following conditions:

1. The Assistant worked the full period of the last scheduled workday prior to and the next scheduled workday following the holiday.
2. Eligible Assistants who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular workday.
3. If an Assistant works on any of the paid holidays listed in A above, the Assistant shall be paid in addition to the holiday pay a sum computed by multiplying their current hourly rate of pay by twice the number of hours worked on said paid holiday.
4. Assistants reporting for work in less than five days per week and who are not regularly scheduled to report on the work day (Monday through Friday) on which the holiday or holiday-related day is observed shall not receive extra pay for that day.

E. **Child Care Programs.** The date a holiday is observed in District child care programs may vary from that which is observed by other District operations. The Association and the Childcare Assistants will be provided advance notice of holiday observance dates which differ from the norm.

- A. Longevity payments will be made according to the following schedule:
- | | |
|--|----------|
| 1. After 5 years through 9 years | \$450.00 |
| 2. Beginning 10 years through 14 years | \$550.00 |
| 3. Beginning 15 years through 19 years | \$650.00 |
| 4. Beginning 20 years until retirement | \$800.00 |
- B. The longevity to which an individual is entitled shall be determined by the number of years the Assistant has completed by December 1 of a given year. In determining the number of years an Assistant has completed, unpaid leaves of absence, substituting service, terminations and any other time spent in inactive employment status, shall be subtracted from total years of service for longevity purposes.
- C. Longevity payments shall be paid in a lump sum on the first pay period in December to those Assistants who are actively employed. Eligible Assistants on unpaid leaves of absence shall receive such longevity payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. Longevity will be prorated only in cases of retirement or death.
- D. If an Assistant is working under another contract or meet and confer group, and is otherwise eligible for longevity under both contracts, and he/she chooses to receive the longevity payment under the other contract, then he/she will not be eligible to receive a longevity payment as contained herein.

ARTICLE XIX: MILEAGE

Assistants who are required as a part of their job to use their own vehicles for transportation in order to perform their duties shall be reimbursed at the maximum allowable rate per Board Policy. Mileage will be computed on the basis of actual miles logged and reported each month.

ARTICLE XX: NO STRIKE CLAUSE

- A. For the term of this Agreement, the LEA agrees for and on behalf of its officers, members, and each and every Assistant within the bargaining unit, that they will neither instigate, call, maintain, condone, support or permit in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- B. In the event of any action in violation of the foregoing, the LEA and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
1. Promptly, no later than within twenty-four (24) hours, issue a statement to the local newspapers and furnish the Board with a signed statement both of which shall be to the effect that the work interruption is unauthorized by the LEA and is in violation of the Agreement.
 2. Within twenty-four (24) hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.

- C. The LEA will not directly or indirectly take reprisals against an Assistant who continues, or attempts to continue, their duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.
- E. Compliance by the LEA with all the provisions above shall free the LEA from all liability for any breaches of this Article of the Agreement.

ARTICLE XXI: RIGHTS OF EMPLOYER

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the federal government of the United States. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
 - 3. Direct the working forces, including the right to hire, suspend and discharge Assistants, transfer Assistants, assign work or duties to Assistants, and determine the size of the work force and to lay off Assistants.
 - 4. Adopt reasonable rules and regulations.
 - 5. Establish and determine the qualifications of Assistants.
 - 6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Assistants as provided for in this Agreement.
 - 7. Establish course of instruction and in-service training program for Assistants and to require attendance at any workshop, conference, etc., by Assistants, including special programs during the workday.
 - 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - 9. Continue the right to determine job content.
 - 10. Determine all methods and means to carry on the operation of the schools.

11. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE XXII: MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. This Agreement shall be exclusively between the Board and the LEA and not dependent upon the approval of any other organization.
- D. Copies of this Agreement shall be printed at the joint expense of the Board and the LEA and presented to all Assistants presently employed or employed during the duration of this Agreement.
- E. The cost of all physical and mental examinations will be borne by the Board when requested by the Board for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law or State regulations shall be borne by the Assistant.

ARTICLE XXIII: CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any Assistant or group of Assistants 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 full force and effect.

ARTICLE XXIV: DURATION OF AGREEMENT

This terms and conditions of this collective bargaining agreement is the agreement reached by parties on all issues which were subject to negotiation. The Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the of the parties as an amendment to this agreement.

This Agreement shall be effective as of October 14, 2021 and continue in effect through August 15, 2024. This agreement shall not be extended orally, and it is expressly understood that it (and designated portions hereof) shall expire on the date(s) indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

FOR THE ASSOCIATION

By _____
Association President (*Date*)

By _____
UniServ Director (*Date*)

By _____
MEA Chairperson, Negotiation Team (*Date*)

FOR THE BOARD OF EDUCATION

By _____
Board President (*Date*)

Association Negotiating Team:

- David Hockaday
- Virginia Bohlwahn, MEA
- Thomas Bogle
- Carolyn Foster
- Latisha Yerke
- Helen Houston

Board Negotiating Team:

- Suzy Corbin
- Unaa' Holiness
- Jessica Benavides
- Richard Gutierrez

APPENDIX A: ASSISTANT CLASSIFICATIONS

It is understood that the previous 43 positions and 12 classifications are now vested within the five (5) new classifications. The parties recognize that there is no intent to diminish bargaining unit work for LEA members through this classification change. This change in classification is organizational in nature and reorganizes the former positions with the five (5) classifications defined:

1. School Support Assistants
2. Student Support Assistants
3. Specialized Assistants (*through attrition, this classification will become obsolete)
4. Technical Assistant
5. Miscellaneous

*The bargaining unit employees currently identified as being in specialized positions shall remain in the “specialized” classification as long as they remain in their current position, for the remainder of their employment with the District. If a bargaining unit employee moves to a different position, they will no longer retain the “specialized” classification. Likewise, if a position becomes available because a “specialized” bargaining unit member transfers, resigns, retires or otherwise is separated from the District, the position will revert to the appropriate remaining classifications and will not remain in the “specialized” classification as a “specialized” position.

APPENDIX B: SALARY SCHEDULE (2020-21 SCHOOL YEAR)

LEA HOURLY RATE SCHEDULE FY 21-22 - Revised 10.15.21 (2%)

2021-22 (2%)	<u>SCHOOL SUPPORT ASSISTANT</u>	<u>STUDENT SUPPORT ASSISTANT</u>	<u>SPECIALIZED ASSISTANT</u>	<u>TECHNICAL ASSISTANT</u>	<u>MISCELLANEOUS</u>
Step 1	12.17	14.80	16.86	16.86	18.93
Step 2	12.50	15.54	17.64	17.64	19.72
Step 3	12.91	16.16	18.32	18.32	20.53
Step 4	13.28	16.86	19.05	19.05	21.38
Step 5	13.66	17.64	20.04	20.04	22.37
Step 6	14.06	18.18	20.63	20.63	23.03
Step 7	14.47	18.94	21.48	21.48	23.95

Salary Schedule

Approval of Step 7 Added to Salary Schedule.

2021/2022: 2% salary increase, no steps + \$2000 stipend payable at the first pay in December and first pay in June. Employee must be actively employed on December 1st and June 1st in order to be eligible for the stipend. Eligible Assistants on unpaid leaves of absence shall receive such stipend payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. The stipend will be prorated for those hired after the start of the contract year.

2022/2023: \$2000 stipend payable at the first pay in December and first pay in June. Employee must be actively employed on December 1st and June 1st - in order to be eligible for the stipend. Eligible Assistants on unpaid leaves of absence shall receive such stipend payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. The stipend will be prorated for those hired after the start of the contract year.

2023/2024: Step increase for all active members, employees.

New hires shall be placed on step one or step two of the wage schedule; exceptions may be made.

A. **Work-Study Assistants.** Work-Study Assistants will be paid for hours worked only and shall not receive any other benefits under this Agreement.

1. The steps for all salaries represent one (1) year intervals. Anniversary for wage step increase shall be October 26, 2019 for those employees hired for the current school year.

B. **Professional Development Pay.** Assistants who attend professional development and/or in-service during their regularly scheduled working hours will be paid at their regular rate of pay. The parties agree that during the term of this agreement, each LEA noon assistant may receive three (3) hours of professional development; and all other LEA members may receive six (6) hours of professional development.

Assistants who are authorized by their building administrator to attend additional professional development and/or in-service during district designated professional development days shall be compensated at their normal pay rate. Workshop Pay. Assistants who attend workshops during non-working hours will be paid at their regular hourly rate. All Assistants attending workshops during non-working hours must receive advance written approval from the applicable administrator to qualify for payment.

- C. **Attendance Incentive.** All LEA members who are absent the equivalent of ten (10) days (1 day = requisitioned hours/day) or fewer (FTE Based) within a given school year shall receive \$200 off-schedule stipend. The following days will not be counted against the ten (10) days or fewer of absences:
1. District approved FMLA leave time;
 2. District approved conferences/workshops/professional responsibilities;
 3. Time away from work due to compliance with subpoenas related to LEA members work responsibilities or jury duty;
 4. District approved administrative leave that does not result in disciplinary action.
- D. **Camp Pay.**
1. All Assistants that participate in overnight and/or field trip experiences associated with their jobs, that include time periods outside their normal work schedules, shall be paid their negotiated hourly rate.
 2. Whenever possible on overnight trips, the District will attempt to ensure that each Assistant is relieved from responsibilities to care for students for four to six (4-6) hours of each 24 hour period. The parties understand that the special health conditions of some students may not allow for such release time, and that Assistants released from responsibilities may be required to offer aid during an emergency, if available; these exceptions shall not impact payment of the negotiated stipend.
- E. **Assistants with Acceptable Sign Language Skills.** Instructional/Special Education Assistants who have acceptable sign language skills as determined by the District will be placed at the base step of the Miscellaneous Assistants' salary schedule where they will remain until they have completed their certification for sign interpreter (QA-1). Upon completing their certification, they will move to the LSEA Bargaining Unit. This is only for those assistants who are working to obtain their proper certification. An assistant with these skills that is not pursuing certification, will be paid at their regular rate of salary.

E. The cost of all physical and mental examinations will be borne by the Board when requested by the Board for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law or State regulations shall be borne by the Assistant.

ARTICLE XXIII: CONFORMITY TO LAW

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FOR THE ASSOCIATION

By David C Hockaday
Association President

FOR THE BOARD OF EDUCATION

By [Signature] 2/17/2022
Board President (Date)

By Virginia Bohlwahn
UniServ Director (02 /17 /2022)

By David C Hockaday
MEA Chairperson, Negotiation Team (02 /17/2022)

Association Negotiating Team:

- David Hockaday
- Virginia Bohlwahn, MEA
- Thomas Bogle
- Carolyn Foster
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