



MASTER AGREEMENT  
Lakewood Board of  
Education and Lakewood  
Education Support Personnel  
Association  
2018-2020

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## ARTICLE 1: AGREEMENT

### Section A.

The Agreement entered into this **11<sup>th</sup> day of July, 2018** hereby and between the School District of Lakewood of Ionia, Barry, Eaton, and Kent Counties, Michigan hereinafter called the "Board or the Employer", and the MEA/NEA through its local affiliate, the Lakewood Education Support Personnel Association, hereinafter called "LESPA" or the "Association" or "Bargaining Unit Members".

### Section B. Purpose and Intent

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

- 1) The general purpose of this Agreement is to reflect the wages, terms and conditions of employment of bargaining unit members in the bargaining unit.
- 2) The parties recognize that the interests of the bargaining unit members depend upon the employer's success in establishing a proper service to the community.
- 3) To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all bargaining unit members.



## ARTICLE 2: RECOGNITION

### Section A.

The Board recognizes the Michigan Education Association/NEA through its local affiliate, the Lakewood Education Support Association "LESPA," as exclusive and sole bargaining representative for all bargaining unit members, whether full- or part-time, probationary, non-probationary, on leave from a bargaining unit job, on temporary leave of absence, or employed by the Board including:

1. Mechanic/Mechanic Helper
2. Custodial
3. Cleaning Technician
4. Food Service
5. Library (Library Paraprofessionals and Media Assistants)
6. Paraprofessionals (Classroom, At Risk, Title, ECSE, GSRP, Vocational, Special Education Bus)
7. Secretary/Clerical
8. Transportation (including Special Education)
9. Mail Transport and Crossing Guards (if employed by Lakewood Public Schools).

### Section B. Excluded from Unit

All Administrators, Lakewood Education Association bargaining unit members, district maintenance staff (not to exceed 3) all central office staff (not to exceed 7) and all other personnel.

### Section C.

Unless otherwise indicated, use of the term "employee" or "bargaining unit member", when used herein, shall refer to all members of the above defined bargaining unit, and to both male and female employees.

### Section D.

The Board agrees not to negotiate for this bargaining unit with any employee or employee organization other than the Association for the duration of this contract.

### Section E.

This agreement shall supersede any rules, policies, regulations, or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

### Section F.

The District may utilize temporary employees only when these workers do not replace in whole or in part regular bargaining unit members including those on layoff. Whenever a resignation has been received, the vacancy shall be posted and filled. Temporary employees are those employed for no more than three (3) months or ninety (90) days.



Section G.

If the Board chooses to bring custodial services back into the bargaining unit, all pay, benefits, and working conditions will be determined through contract negotiations or living agreement.

### **ARTICLE 3: BOARD RIGHTS AND RESPONSIBILITIES**

#### Section A. Responsibilities

The Board on its own behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws and the constitution of the State of Michigan and/or the United States of America. Such rights, duties, etc., 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 of Education and School District; (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 but not in conflict with the specific provisions of this agreement; (3) direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees; (4) the Board shall give an updated list of employees to the LESPA president by September 15 of each new year and updates as they occur. The exercise of the foregoing powers shall not be in conflict with the express terms of this Agreement.

#### Section B. Authority

The Association recognizes that the Board is legally responsible for the operation of the entire school system, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned, and to the provisions of this Agreement.

#### Section C. Administrative Staff

In meeting such responsibilities and exercising such rights, the Board acts through its administrative staff. Such responsibilities and rights include, by way of illustration and not by way of limitation the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the expressed terms of this Agreement, and no rules or regulations shall be adopted or revised, which violate the express terms of this agreement unless mandated by law.

## ARTICLE 4: PAYROLL DEDUCTIONS

### Section A.

Bargaining unit members may authorize payroll deductions for contributions to the local United Way and/or Lakewood Educational Foundation. These deductions are to be taken out in equal amounts and the deductions shall be remitted not less than monthly.

Bargaining unit members may authorize payroll direct deposit to any financial institution. Bargaining unit member may authorize either an equal amount deduction each pay period or a net check deposit.

Bargaining unit members may authorize payroll deduction for MESSA programs not fully employer paid.

No deduction shall be made of less than \$5.00 (five dollars) per quarter when deduction is made on a quarterly basis.



## **ARTICLE 5: EMPLOYEE AND ASSOCIATION RIGHTS**

### Section A. Use of Board Facilities

The Association, or any committee thereof, shall have the right to use school buildings or facilities, without charge, for meetings for the LESP. These meetings are to be held on the bargaining unit member's time, during hours when school is not in session. Prior administrative approval should be obtained.

### Section B. Association Activities

When necessary, the Association shall be permitted to transact official Association business on Board of Education property at all reasonable times, provided this shall not significantly interfere with or interrupt normal operations. Association representatives (president, grievance chair, classification reps) shall be permitted reasonable time to investigate, present and process grievances on the District's property without loss of time or pay for two (2) working hours in any work week. Such time spent handling grievances during the representative's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the representatives. The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use. A reasonable charge may be made by the Board.

### Section C.

The Board and Association agree to treat all bargaining unit members fairly and equitably.

### Section D.

The Association shall have the right to post notice of its activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each worksite. The Association may use the shuttle mail service and mailboxes for communications to bargaining unit members. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

### Section E.

The Board and Association agree to provide the Association with all information necessary to process any grievance or complaint.

### Section F.

Bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member unless it interferes with the operation or effectiveness of the District. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board. The Superintendent may consult with the Association President or the Uniserv Director concerning any action or suspected action by a bargaining unit member that reflects poorly on the school district. No bargaining unit member will be disciplined or discharged without just cause.

### Section G.

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, sexual preference, or marital status.

### Section H.

A personnel file shall be established for each bargaining unit member to include application information and any evaluations. Any bargaining unit member may request a written evaluation annually from his/her immediate supervisor and it shall be provided and a copy placed on file. Any written reprimand or account of disciplinary action shall have a time limit not to exceed four (4) years and shall be removed from the bargaining unit member's personnel file when the time limit expires unless the written reprimand or account of disciplinary action rises to the level of unprofessional conduct.

### Section I.

Should the employer require any employee to give bond, any premium involved shall be paid by the Employer.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

### Section A.

A grievance is defined as a claim by a represented bargaining unit employee, group of bargaining unit members, or the Association, based upon any alleged violation of this Agreement.

### Section B.

Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the employee or group of employees, or the Association, on the one hand, and the Superintendent or his/her designated agent, or the Board, on the other hand.

### Section C.

The term "day" shall be interpreted as meaning a working day for central office.

### Section D.

The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.

### Section E. Structure

1. The immediate supervisor of the aggrieved party is designated as the administrative representative for Level One of this procedure.
2. The Superintendent is the administrative representative for Level Two; but he/she may designate his/her position at this Level to the Assistant Superintendent.
3. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.
4. A grievance may be filed at Level Two if it could affect personnel in more than one (1) school building or worksite.

### Section F. Procedure

A bargaining unit member or group of bargaining unit members that feel there is a grievable violation of this agreement must first bring it to the attention of the immediate supervisor within ten (10) days of the alleged violation. The matter will be reviewed orally, with the objective of resolving the issue.

After the matter is first brought to the attention of the appropriate administrative representative, said representative shall have ten (10) days to respond. If the matter is not resolved satisfactorily at this oral step of the procedure, the issue may be taken up as a written grievance and processed through the steps as outlined below.



1. Level One: Any represented bargaining unit member or group of represented bargaining unit members of the Association, may file a written grievance with the immediate supervisor within fifteen (15) days of the supervisor's verbal response. He/she shall meet with the grievant and/or representatives of the Association if requested by the grievant within ten (10) days after receipt of the written grievance. He/she shall reply in writing to the grievance within ten (10) days after this meeting.
2. Level Two: If the immediate supervisor's reply is not acceptable to the grievant, a written grievance may be filed with the Superintendent within ten (10) days after the supervisor's reply has been received. The Superintendent shall meet with the grievant, and/or representatives of the Association within ten (10) days after receipt of the grievance. The Superintendent shall reply in writing to the grievance within ten (10) days after this meeting.
3. Level Three: If the Superintendent's reply is not acceptable to the grievant, the Association President or designee may file a written grievance with the Board of Education Secretary on behalf of the grievant within ten (10) days after receipt of the grievance from the Superintendent. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within ten (10) days after the next regular Board of Education meeting.
4. Level Four: If the decision of the Board is not acceptable to the grievant, the Association may appeal the grievance to arbitration. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Association in writing. If the parties can't reach mutual agreement on an arbitrator, the grievance may be submitted to an impartial arbitrator selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. If such appeal is not made within fifteen (15) days after receipt of the Board's decision, the grievance shall be determined to be withdrawn.
  - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Binding arbitration shall apply only on the alleged breach of the Master Contract.
  - b. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in Subparagraph 4 (four) of this Article. It shall be binding upon the Association and the Board. Noncompliance with the arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.
  - c. The fees and expenses of arbitration shall be paid by the party losing the grievance.

#### Section G.

The time limits set forth in this article may be extended by mutual consent of the parties involved, provided such agreement is made before the timeline of interest expires. Any such extension of time limits shall be in writing, signed, and dated by representatives of the parties of interest. A grievance may be withdrawn by the grievant or the Association at any level without prejudice.

## ARTICLE 7: VACANCIES, PROMOTIONS AND TRANSFERS

### Section A.

1. A vacancy shall be defined as a newly created position or a present position that is not filled.
2. Extra trips (off-routes) are all bus runs which are not regularly scheduled (for example, athletic events, field trips, etc.).
3. Special functions are those functions outside the regular work day that require the services of a bargaining unit member.

### Section B.

All vacancies shall be listed in the weekly bulletin as soon as it is known the vacancy exists. No position shall be permanently filled until the position has been posted for ten (10) working days after the release date of the bulletin. The Employer will fill the position within thirty (30) working days of the end of the posting period. Building representatives are encouraged to post notice of openings.

Information shall include type of work, location of work, minimum qualifications, hours (number and schedule), expected starting date and contact person for additional information.

### Section C.

Interested bargaining unit members must apply in writing with the appropriate contact person within ten (10) working days of distribution of the weekly bulletin. Employer shall notify bargaining unit members of vacancies during summer months (June, July, August) by making weekly bulletins available in the Superintendent's office to all interested persons or by mailing bulletins in self-addressed stamped envelopes provided by the employee.

### Section D.

The most senior applicant from within the affected classification who meets the minimum qualifications for the position shall be appointed to the vacancy provided total hours per week do not exceed 40.

### Section E.

Should no bargaining unit member from the affected classification who meets the minimum qualifications apply, the district will grant interviews to the three most senior applicants from other classifications. Additional bargaining unit members may be interviewed if the district chooses to do so.

### Section F. Transfers to a Posted Vacancy

Any bargaining unit member that accepts a posted position shall not be allowed to bid on their previous position for a period of sixty (60) work days unless the superintendent authorizes such a bid. The superintendent may grant a reasonable trial period of no more than thirty (30) working days for anyone transferring to a posted position.



### Section G.

Any applicant may request the reason he or she was not selected. Unsuccessful interviewed applicants shall be notified personally or by email as soon as possible after the selection has been made.

### Section H.

The parties agree that involuntary transfers of bargaining unit members are to be made only when there is a clearly stated purpose and will not be done capriciously or arbitrarily.

### Section I.

Bargaining unit members that fill temporary vacancies outside their normal classification(s) will be paid at the LESPA sub rate. (See Appendix A)

A bargaining unit member who accepts an assignment to cover a supervisory position due to absence of the supervisor shall be paid an additional \$1.75 per hour for the first five days of the assignment. After five consecutive days the rate shall increase to the lower of an additional \$3.00 per hour or the supervisor's rate.

### Section J.

All bargaining unit members within their classification shall be given the opportunity in rotation order to work at special functions (food service) if they choose.

### Section K.

The following conditions apply to transfer of classification by bargaining unit members:

1. When a bargaining unit member transfers to a position on a lower wage scale, s/he shall be moved to the corresponding step based on years of service on the wage scale that applies to the new position.
2. When a bargaining unit member transfers to a position on a higher wage scale she/he shall be placed on the wage step that is closest in amount to his/her current wage. However, in no case shall the new wage be lower than the old wage.
3. Longevity is years of service to the District in the bargaining unit. Upon completion of ten years of service, the bargaining unit member shall automatically be placed on the longevity step, providing s/he has worked at least one full year on the wage step directly preceding the longevity step.
4. When transferring classification, premiums shall be excluded in determining step placement.
5. Bargaining unit members in non-stepped positions will be placed on step 1 when transferring to a new position.



6. Bargaining unit members accepting an assignment in addition to their current position will start on step 1 in the new position. Step adjustment in the new position will be made to reflect years of service if the original position is later vacated.

Section L.

Additional hours added to regular assignments for assisting large classes, special needs of disabled students and other special assignments that extend the hours of a bargaining unit member shall be regulated by the Board Schedules of bargaining unit members may be adjusted by up to one additional hour per day per year without the need for posting the position which has been adjusted. If, however, more than one hour per day per year is added to a position during any school year, it shall be posted as a vacancy. The Association will be notified whenever additional hours are added to a bargaining unit position.

## **ARTICLE 8: WORKING CONDITIONS**

### Section A.

All bargaining unit members are expected to be at their building at the regular time and remain for the full assigned work day. Any additional time must be approved by the immediate supervisor prior to the work being done.

### Section B.

Employees may take a "coffee break" not to exceed 10 minutes for each three (3) hours or major portion thereof worked per day.

### Section C.

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

### Section D.

It is not the intent to subject bargaining unit members to situations of dual supervision, therefore, in normal situations the bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Employer.

### Section E.

The Employer shall provide without cost to the bargaining unit member the following:

1. For food service classification, uniforms in a style and color for appropriate bargaining unit members as jointly determined by the Employer and Association, if uniforms are required by the Employer.
2. Approved first aid kits and materials in all work areas, buses and recess areas.
3. Bus drivers shall be reimbursed for the excess cost of obtaining a Commercial Driver's License (CDL) upon successful completion of the CDL. Regular drivers will be reimbursed within 30 days after the receipts are turned in.
4. The District shall contract with a medical facility to provide state-required physical examinations at no cost to the employee. If an employee chooses to go to his/her own doctor, the District shall reimburse the employee up to \$50.00 for the physical examination at the end of the school year.

### Section F. School Closing Days

1. School Year Bargaining Unit Members:
  - a. Bargaining unit members shall be paid for the first six (6) snow days beginning in the 2018-2019 school year which do not have to be made up for State Aid purposes in each respective school year.
  - b. Any make-up days required for State Aid purposes shall be worked with regular compensation.

- c. If school is cancelled due to unforeseen circumstances, after the regular work day has begun, bargaining unit members shall be paid their full regular salary and shall not be required to stay on the job if excused by their supervisor.

2. Full Year Bargaining Unit Members:

Full year bargaining unit members are expected to come in on all school closing days. Bargaining unit members that do not report will be charged with a leave day unless excused by their supervisor.

Section G. Duty Free Lunch Hour

All bargaining unit members who work at least four (4) hours in a day shall be entitled to an unpaid thirty (30) minute duty-free lunch period. No bargaining unit member shall be required to take an unpaid lunch of longer than 60 minutes. However, the bargaining unit member and the immediate supervisor or supervisor may mutually agree to an alternate schedule.

Section H. Overtime and Hours of Work

1. The standard work week for all full-time bargaining unit members shall be forty (40) hours per week. The work week is established as five (5) days a week, Monday through Friday.
2. Overtime pay shall be 1-1/2 times the hourly rate for all hours worked in excess of forty (40) hours per weekly pay period (except for off-route trips). Overtime sheets shall start on July 1 of each year and end on June 30. No bargaining unit member will be regularly scheduled for more than 8 hours per day without the member's consent.
3. Schedules shall not be changed to avoid the payment of overtime. However, the parties can mutually agree to schedule changes through the "Living Agreement" article.

Section I.

Any bargaining unit member who is not put to work after call-in shall be guaranteed two (2) hours pay at the rate specified in this Agreement.

Section J.

Nothing shall prevent a bargaining unit member from working flexible time when the same is mutually agreed by the bargaining unit member, the Union, and the Immediate supervisor in charge.

Section K.

Bargaining unit members shall prepare and sign time sheets and provide them to their immediate supervisor in a timely and complete manner following work on the designated day.

Section L.

The Employer shall make available, upon the request of the Union and/or the Safety Committee, to all bargaining unit members:



foul weather gear (including rain coats, rain hats, boots), coveralls for handling boilers, gloves, respirators, and safety glasses.

Section M.

On teacher work days and/or inservice days, bargaining unit members will be allowed to work at their work sites if given prior approval by the immediate supervisor.

Section N.

In addition to the provisions of Section N., Library Paraprofessionals will be allowed to attend book expositions/reviews up to two (2) days per year with administrative approval.

Section O.

Each year the Board will adopt a school calendar after receiving input from the Association.

## **ARTICLE 9: PROTECTION OF EMPLOYEES**

### Section A.

The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline.

### Section B.

Any cases of employment-related assault upon a bargaining unit member shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel when requested to advise the bargaining unit member of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

### Section C.

The Board shall reimburse bargaining unit member for any loss, damage, or destruction of clothing or personal property required for employment not covered by the bargaining unit member's personal insurance, while on assigned duty, the loss not being the fault of the bargaining unit member. Eligible losses shall include damage done to private motor vehicles, provided the damage was caused by vandalism or mischievous destruction and proven not accidental. The vehicle must be parked in an assigned or approved parking area. The Board's responsibility shall not exceed \$250.00 (two hundred-fifty dollars) to any individual for any one (1) incident. Loss of money shall not be reimbursed.

### Section D.

Bargaining unit members shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any bargaining unit member to the extent he/she is pecuniarily liable in excess of the Michigan Education Association liability insurance in force at the time for any claim for damages to persons or property that arise out of an incident related to his/her employment and further agrees to provide a defense against any such action. Any insurance benefits for which the bargaining unit member is eligible shall apply first and prior to any district responsibility arising out of the incident.

### Section E.

Whenever any group or individual brings civil cause of action against a bargaining unit member as a result of that bargaining unit member's role in carrying out Board or building policies or supervisor directives, the Board shall provide necessary and sufficient paid leave of absence, legal assistance, and other support required by the bargaining unit member at no charge. All MEA insurance shall be applied first to any claim or judgment.

### Section F.

Within the limitations of the law, employees who come in regular contact with students who have serious medical conditions will be fully informed about the type of condition, procedures to follow, and the responsible person to contact if a problem arises with each student.

All necessary procedures and training for dealing with students with medical problems shall be provided in advance, if possible, but in no case later than ten (10) working days after the student's first day of attendance.

## ARTICLE 10: JOB DESCRIPTIONS

### Section A.

For each classification, job descriptions shall be developed within ninety (90) days after ratification of this Agreement. Said initial descriptions shall be developed by the Employer with input from the Association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions shall include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. A specific statement of required tasks and responsibilities.

## ARTICLE 11: VACATIONS

### Section A.

Each full-year (52 weeks per year) bargaining unit member shall be granted vacation as follows:

one to five years	=	Hours = to 10 days
six to fourteen years	=	Hours = to 12 days
fifteen years and up	=	Hours = to 15 days

Less than full-year, but more than school year bargaining unit members shall be granted vacation as follows:

one to five years	=	Hours = to 3 days
six to fourteen years	=	Hours = to 5 days
fifteen years and up	=	Hours = to 7 days

To qualify a bargaining unit member must have a school year position that extends through the summer and is scheduled for no less than an average of fifteen (15) days per month for the months of July and August.

### Section B.

1. Vacation shall be granted at such times during the year as is suitable considering both the wishes of bargaining unit members and the efficient operation of the building concerned. Final decision shall rest with the administration.
2. A vacation may not be waived by a bargaining unit member and double pay received for work during that period unless the extra time is needed and agreed upon by both bargaining unit member and employer. Vacation time shall not accumulate from year to year unless requested and approved by the administration in writing prior to June 30 of the fiscal year.
3. If a bargaining unit member becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled. In the event his/her incapacity continues through the year, he/she shall be awarded payment in lieu of vacation for one week.
4. Two full working days' advance notice is required for vacations except in emergency with provision that supervisor can waive the two-day notice.
5. Vacation shall be prorated based upon year actually worked.



**ARTICLE 12: REDUCTION IN FORCE/RECALL**

Section A.

Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition.

Section B.

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least twenty-one (21) days prior to the effective date of layoff. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for which they are qualified, which is held by a less senior bargaining unit member. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

Section C.

In the event of a layoff, the Employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. With the approval of the Employer and the Union, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. If such an agreement is reached, the following for shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Lakewood Public Schools impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Bargaining Unit Member

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Union Representative

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Employer Representative

#### Section D.

In the event of a reduction in the work hours in a classification, a bargaining unit member with the greater seniority and who meets the qualification may use same to maintain his/her normal work schedule by displacing a bargaining unit member in part or in whole with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) workdays after written notice from the Employer is received by the affected bargaining unit member(s).

#### Section E.

A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits (if applicable) by paying the regular monthly per subscriber group rate premium for such benefits to the employer. Prior to the recall of any laid off bargaining unit members, any vacancy as defined in Article 7 will be posted and filled in accordance with the procedure outlined in Article 7. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which he/she is qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to a position for which they are qualified that is not less than 80% in total hours of their former position are obligated to take said work. A bargaining unit member who declines recall to a position meeting these requirements shall forfeit his/her recall rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

#### Section F.

Bargaining unit members shall retain recall rights for two (2) years from the date of layoff providing they do not refuse recall, resign, or retire.



## **ARTICLE 13: PROFESSIONAL GROWTH INSERVICE**

### Section A.

The Association and Board shall jointly assume responsibility for the development and improvement of professional skills, knowledge, and attitudes of the bargaining unit members.

### Section B.

The Board shall pay the regular wages and reasonable expenses (including meals, fees, lodging, parking, and/or transportation) incurred by bargaining unit members who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their immediate supervisor. Conferences held within 45 (forty-five) miles of Lakewood shall not provide overnight accommodations unless advance approval is secured from the Superintendents office. A report of the conference, not to exceed two (2) pages, including suggestions to be considered, shall be filed with and considered a part of the expense account sheet. All requests shall be made on the proper conference request form for prior approval.

### Section C.

Inservice on safety and first aid shall be made available once each year for all bargaining unit members. The District will provide training and in-service opportunities to bargaining unit members as necessary for their individual assignments. Bargaining unit members will be compensated for mandatory in-service or training outside the normal work schedule.



## ARTICLE 14: EVALUATIONS

### Section A.

Evaluations of all bargaining unit members shall be conducted at least every three years.

### Section B.

Bargaining unit member's evaluations shall be by observation of bargaining unit member's work. All observation of work for the purposes of evaluation shall be conducted with the full knowledge of the bargaining unit member. Evaluations shall be conducted by the bargaining unit member's immediate supervisor.

### Section C.

All evaluations shall be reduced to writing and given to the bargaining unit member within ten (10) days of the final observation. If a supervisor believes a bargaining unit member is less than satisfactory, the following shall apply:

1. Personal observation shall have been made;
2. The reasons shall be set forth in specific terms;
3. Identification of the specific ways in which the bargaining unit member is to improve; and,
4. The assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement:

Conclusions and recommendations:

\_\_\_\_\_ Ineffective

\_\_\_\_\_ Minimally effective

\_\_\_\_\_ Effective

\_\_\_\_\_ Highly Effective

Section D.

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

Section E.

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

Section F.

A bargaining unit member who disagrees with an evaluation or recommendation may within five (5) days submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

Section G.

See Appendix B for approved form for evaluation of all bargaining unit members.

## **ARTICLE 15: NEGOTIATIONS PROCEDURE**

### Section A.

Prior to the expiration of this Agreement the Association and Board shall begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

### Section B.

In any negotiations described in this Article, neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Board and by the Association. The parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

### Section C.

If the Association and Board fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take such action as it deems necessary which is within the scope of the Michigan Employment Relations Commission.

### Section D.

When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the work day, any member so engaged shall be released from regular duties without loss of pay.

### Section E.

If an Emergency Financial Manager is appointed by the State under Public Act 436, the Local Financial Stability and Choice Act, both parties will adhere to the Law.



## ARTICLE 16: LEAVES

### Section A. Sick Leave

1. Sick leave may be used for:
  - a. Illness or disability which shall include, in part, all disabilities caused or contributed to or by pregnancy, miscarriage, abortion, child birth, and recovery there from.
  - b. Illness, injury, and/or deaths in the immediate family.
  - c. Birth or adoption of own child (hours equaling 30 sick days maximum).
  - d. Birth or adoption in the immediate family (hours equaling 10 sick days maximum).
  - e. An employee who is absent because of mumps, scarlet fever, measles, scabies, hepatitis, pink eye, lice, or chicken pox, which can be shown to be attributable to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period of ten (10) days for any one illness.
  - f. Any employee who shall receive worker's compensation benefits shall be charged sick leave only for the prorated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.
2. Immediate family shall include spouse, child, brother, sister, parent, grandparents, grandchildren, in-laws, step-parents, step-children, and any other individuals living in the same household.
3. Employees with accumulated sick leave as of 6/30/2013 will retain those balances and may use them under the conditions set forth in this section.

### Section B. Personal Business Leave and Leaves for Personal Reasons

1. A bargaining unit member is expected to consider the job paramount and of first concern and use personal leave only for purposes of handling personal affairs which normally cannot be conducted except during work hours. Regular and reliable attendance is expect. Personal business leave shall not be used for recreational purposes, with the exception of one discretionary day, if eligible.
2. Personal leave cannot be used for any business venture, employment or source of income, or optional requests or activities. It is not for casual or indiscriminate use.
3. All bargaining unit members with accumulated personal business leave will be entitled to use one discretionary personal day per school year. A leave day taken under this subsection will be subject to the following limitations:
  - a) Only three members per classification may be gone on any one day.
  - b) These days may not be used to extend a school vacation period.
  - c) Three days' notice is required unless approved by the Superintendent.
  - d) If more than three (3) bargaining unit members per classification request the same day, days will be granted based upon seniority. No bargaining unit member who requested the day at least thirty days in advance will have approval rescinded due to the request of a more seniord bargaining unit member who makes a request with less than thirty days' notice.
4. Immediate family shall include spouse, child, brother, sister, parent, grandparents, grandchildren, in-laws, step-parents, step-children, and any other individuals living in the same household.

5. The granting of personal business leave by the immediate supervisor shall be automatic if in compliance with the policy. The Immediate supervisor shall only report the date and reason as reported by the bargaining unit member. Any question regarding use of personal business leave shall be directed to the Superintendent's office.
6. Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.
7. A bargaining unit member may make a request directly to the Superintendent when it is desired to be confidential and no reason shall need to be recorded.
8. Employees with accumulated personal business leave as of 6/30/3013 will retain those balances and may use them under the conditions set forth in this section.

### Section C. Leaves of Absence for Other Purposes

1. Unpaid leaves shall be granted for not more than one calendar year for the following reasons:
  - a. Medical (physical or mental) illness or disability of the bargaining unit member.
  - b. Child Care.
  - c. Prolonged illness of spouse or child.
  - d. Military mandatory requirements.
  - e. Peace Corps (no more than two years).

Bargaining unit members returning from one of these leaves shall be returned to their former position, or a comparable one.

2. Unpaid leaves may be granted for the following reasons:
  - a. Educational.
  - b. Public office.
  - c. Association office.
  - d. Career exploration.
  - e. Other reasons deemed acceptable by the Board.

Bargaining unit members returning from one of these leaves shall be returned to the first vacancy in the appropriate classification.

3. An employee absent because of mumps, scarlet fever, measles, scabies, hepatitis, pink eye, lice, or chicken pox, which can be shown to be attributable to a source in school shall suffer no diminution of compensation or be charged with sick leave for a period of ten (10) days for any one illness.
4. Any employee who shall receive worker's compensation benefits shall be charged sick leave only for the prorated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.
5. Any leave may be extended by Board action.



#### Section D.

Leaves of absence with full pay shall be granted for the following reasons:

1. Jury duty (a bargaining unit member called for jury duty shall be paid the difference between the regularly earned bargaining unit member's pay and the pay for jury duty). The bargaining unit member shall make every effort to report for work if possible. No personal leave day shall be deducted for jury duty.
2. Court appearance when subpoenaed as a witness in any case connected with the bargaining unit member's employment or the school.
3. When attending any function so directed by the administration.

#### Section E.

The Board may require bargaining unit members to undergo examinations by Board appointed certified physicians. If such examination is required, it shall be at the expense of the Board.

#### Section F. Substance Abuse

1. The Board and the Association declare their mutual interest in maintaining a work environment free of substance abuse and its effects. The parties agree that selling, possessing, consuming, transferring, purchasing, or being under the influence of either alcohol or controlled substances on school property or while performing work on behalf of the District regardless of location, is strictly prohibited. A staff member who violates the above standards may face disciplinary action, up to and including termination.
2. The Association and the Board jointly recognize that the abuse of alcohol and/or controlled substances is a treatable condition and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
3. If, in the Superintendent's or his designee's opinion, alleged substance abuse is causing poor attendance or unsatisfactory job performance by a staff member, the Superintendent or designee may discuss this with the staff member in an interview at which the staff member may have Association representation, and may refer the employee to the Employee Assistance Program. If, however, the staff member has committed a severe offense (e.g. child abuse or sexual misconduct), which requires immediate action, the staff member may face disciplinary action.
4. The Board shall not engage in the testing of staff members in order to determine if they are working under the influence of alcohol or illegal drugs except as required by the Omnibus Transportation Employee Testing Act of 1991 or where there is reasonable suspicion.
5. The Board agrees that any staff member with an alcohol or drug abuse problem affecting their performance who requests diagnosis and participates in a treatment program will not jeopardize his/her job rights or job security so long as job performance improves to the satisfaction of the supervisor. It is further agreed that such problems will be handled in a confidential manner.



## Section G. Family Medical Leave

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act (FMLA) of 1993, shall be granted to any employee who has worked a minimum of 1,250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:
  - a. The birth or placement for adoption or foster care of a child;
  - b. Because of serious mental or health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
  - c. Because of the employee's own serious health condition;
  - d. The care of a child under the age of 18, or an older child, incapable of self-care because of a mentor or physical disability.
  - e. Other reasons specified by FMLA.
2. If the leave is taken for a medical reason, the School may require medical certification pursuant to the FMLA.
3. At the option of the employee, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in 1 above.
4. The employer shall continue all health benefits during the twelve (12) week leave consistent with this contract. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset, or recurrence of a serious health condition of the employee, other circumstances beyond the control, or the extension of the unpaid leave, the School shall have the right to recover all premium payments made during the unpaid leave interval.
5. Paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave shall be used where otherwise authorized by this Agreement.

## **ARTICLE 17: SUBSTITUTES**

### **Section A.**

Except in a case of emergency, no bargaining unit member shall have sole responsibility for classrooms or substitute for teachers. The Board will make every attempt to provide a substitute for an absent teacher. If a bargaining unit member is required to cover a classroom in the absence of a teacher, a certified staff member will be designated as the person responsible for the classroom.

### **Section B.**

In the event that it is known in advance that extra work would be available due to a temporary absence in any of the represented classifications covered by this agreement, the work shall first be offered to bargaining unit members, providing they meet the following criteria:

1. They must have made known their interest and qualifications to the building Immediate supervisor in advance.
2. They must be qualified to do the work in question.
3. Their existing work schedule does not conflict with taking on the extra work.

This program shall be administered on a building basis only.

The work shall be offered to the qualified bargaining unit members on an equitable basis.

If no bargaining unit member is available, or meets the above criteria, then a non-member may be offered the work.

**ARTICLE 18: ASSOCIATION LEAVE**

Section A.

The Employer agrees to grant reasonable time without loss of pay to any bargaining unit member designated by the Association to attend a Representative Assembly, a conference, or to serve in any capacity on other Association business provided that:

1. Written request by the Association is given to the Superintendent at least five (5) work days prior to the absence, and
2. No more than four (4) bargaining unit members may be absent under this provision at any one time.
3. The number of days per year is limited to fifteen (15). These days may be taken in half-day increments (4 hours each).



**ARTICLE 19: SUB-CONTRACTING**

Section A.

In the event during the term of this Agreement the Board contemplates sub-contracting work that is currently and regularly being done by represented bargaining unit members, the Association shall be notified at the same time formal proposals are requested from subcontractors and provided a copy of the request for proposal. In no case will the notification be less than 30 days prior to the Board taking any action.

Section B.

The Board shall also provide the Association with all pertinent information regarding why subcontracting is being considered and shall allow the Association the opportunity to put forth viable options for Board consideration to keep the work within the bargaining unit. Any pertinent information will be provided within five (5) days of the request. \*

Section C.

Any discussions shall occur through the Living Agreement Committee. Neither side gives up any legal rights it may have.

\* Note: Days are defined as working days for Central Office.

## **ARTICLE 20: SENIORITY**

### **Section A.**

Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the last three digits of social security number, with the highest number having the highest seniority.

### **Section B.**

Part-time bargaining unit members shall accrue seniority on the same basis as full time. Probationary bargaining unit members shall have no seniority until the completion of the probationary period of sixty (60) work days at which time their seniority shall revert to their first day of work. Days on which a probationary employee is absent will serve to extend the probationary period. The discipline and discharge of probationary employees is not subject to the grievance procedure.

### **Section C.**

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

1. Mechanic/Mechanic Helper
2. Custodial
3. Cleaning Technician
4. Food Service
5. Library (Library Paraprofessionals and Media Assistants)
6. Paraprofessionals (Classroom, At Risk, Title, ECSE, GSPR, Vocational, Special Education Bus)
7. Secretary/Clerical
8. Transportation (including Special Education)
9. Mail Transport and Crossing Guards (if employed by Lakewood Public Schools).

### **Section D.**

The Employer shall prepare, maintain and post the seniority list. The seniority list shall be prepared and emailed to all employees of the district within thirty (30) workdays after the effective date of this Agreement. Objections to the seniority list must be filed within ten (10) days of the posting of the list, thereafter the list is final and conclusive. Updates to the list will be prepared and posted annually thereafter. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.

### **Section E.**

Any bargaining unit member who has been incapacitated at his/her School District worksite by compensable injury or occupational disease may, at his/her option, fill a vacancy for which he/she is qualified and which he/she can do. This shall not violate FMLA.

Section F.

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position or failure to return from a leave of absence, or absent without leave for more than five days. Seniority shall continue to accrue while on leave or layoff.



**ARTICLE 21: BUS DRIVER WORKING CONDITIONS**

The following provisions shall apply to all bus drivers and bus aides:

**Section A. Substitutes**

The Board shall make every reasonable effort to maintain an adequate list of certified, qualified, and trained substitutes for each worksite.

**Section B. Special Education**

1. Special Education off-route runs shall be paid at the Special Education hourly rate for driving time only.
2. Drivers with SXI students on the bus shall be given specialized training for dealing with these students, at District expense.
3. The bus rules for special education buses shall be in language the students can understand.

**Section C. Student Discipline**

1. When a driver is not satisfied with the disciplinary support of an administrator, the driver shall have the right to submit a written report to the Superintendent for review.

**Section D. General**

1. All time spent on stand-by shall be paid at the regular off-route hourly rate.
2. The District shall develop recommended procedures for bussing students in bad weather. The procedures shall be publicized to parents. The District shall adhere to its procedures and support drivers when they do so.
3. A driver who is at the proper site at the correct time, and must wait for a late bus or buses shall be paid. Payment shall be at off-route rate to the nearest 15 minutes. Failure of the driver to wait shall result in forfeiture of pay.

4. Regular bus runs shall be defined as follows:

Tier 1: Routes  $\leq 90$  minutes driving time.

Tier 2: Routes  $> 90$  and  $\leq 110$  minutes driving time.

Tier 3: Routes  $> 110$  minutes and  $\leq 130$  minutes driving time. All driving time over 130 minutes will be paid at Take and Drop Rate.

Times listed are driving times. Driving time will be computed using the following starting and ending points.

AM Routes: Start: When the bus leaves the garage or other assigned storage location  
End: When the bus arrives back at the garage or other assigned storage location

PM Routes: Start: When the bus leaves the garage or other assigned storage location  
End: When the bus arrives back at the garage or other assigned storage location

Drivers will be placed on tiers by the supervisor at the beginning of each year. Beginning during the last week of September and prior to the second Friday in October a request may be made for a change in tier placement. The supervisor will respond to the request within ten days, either approving or denying the tier adjustment and giving reasons for the decision. If such a change is indicated, the tier will be changed retroactive to the beginning of the year. If a driver appeals the denial of a tier adjustment, the supervisor will drive the route with the driver present to make a final determination within fifteen (15) days of the appeal. If an unusual route change occurs, an adjustment of tier assignment may be requested during the school year using the aforementioned procedure.

5. Tier placement for routes is based on driving time only. Inspection, cleanup, fueling, etc. is included in the route rate pay.
6. Drivers of hourly rated runs will be paid one additional hour per pay period for gas and clean-up time.
7. A supervisor shall be available to be contacted (by radio or phone) for assistance any time a bus is out. Drivers will be supplied with a list of contact personnel phone numbers for use if emergencies occur during after hour trips.
8. One week prior to the first student day of school each driver will be given his/her route(s), and list of students with addresses and telephone numbers. The driver will be paid two (2) hours of off-route pay for each different route to run the route and contact the parents of each student. The bus supervisor will determine which routes must be run.
9. All required meetings, in services, trainings, breakdowns, or other job-related duties will be paid at Take and Drop rate. Each meeting, in-service, and training will be a minimum of one half (1/2) hour. Meetings lasting more than one half (1/2) hour will be rounded to the nearest quarter (1/4) hour.



**ARTICLE 22: BUS DRIVER OFF-ROUTE TRIPS****Section A.**

1. It is understood that the primary and major responsibility for regular bus drivers shall be their regular morning and night runs. The bus supervisor may assign an off-route trip that conflict with a driver's regular run only in extraordinary circumstances. However, if an off-route trip is expected to last four (4) or more hours, and if an experienced substitute for the regular run is available, the regular run drivers shall have first priority to take the off-route trip.
2. Supervisors, mechanics, assistant mechanics, or substitutes shall be given off-route trips (paid) only after all eligible bargaining unit members on the off-route list have refused the assignment.
3. Coaches qualified to drive bus may drive students on those trips for the sports they coach.
4. Any certified LESPA bus driver may volunteer, without pay, to drive a bus for an off-route trip.
5. Bus supervisors and bus mechanics may be assigned to driving responsibilities, if properly licensed, only in emergency situations and when a regular driver is not available.

**Section B.**

1. A driver desiring to drive off-route trips shall notify the bus supervisor and ask that his/her name be placed on the off-route chart.
2. Off-route driving shall be covered by the use of an off-route chart, and off-route trips shall be offered in a rotation based on seniority. Off-route driving that is refused shall be charged on the off-route chart. The off-route chart shall be posted in a conspicuous location. Trips that are cancelled or postponed shall not be counted against the driver.
3. On off-routes which conflict with regular runs the driver shall get his/her regular run rate for the first 1-1/2 hours (or two hours for extended runs) and the off-route hourly rate for all additional hours.
4. Off-route driving pay shall start when inspection begins or the bus leaves the point of origin (bus storage) if inspection is not required. Time shall end when the bus returns to the point of trip origin. However, special arrangements shall be made for overnight trips.  
  
Time shall be kept to the nearest quarter hour. Off-route drivers shall be responsible for returning the buses clean and neat on the inside. Fifteen minutes' cleanup time shall be added on to the trip for cleanup, whenever necessary.
5. Meals shall not be reimbursed.
6. Except in the case of emergency, off-routes shall be posted at the worksite in question at least forty-eight (48) hours prior to the trip and the driver shall be notified at least twenty-four (24) hours prior to the trip.
7. Mechanics shall assign buses for off-route trips.



8. If an off-route trip is cancelled or reassigned away from a regular driver who had previously agreed to take the trip and the driver is not given at least three (3) hours advance notice, then the driver shall be paid for one (1) hour's off-route pay, except in cases of severe weather.
9. The Board of Education agrees to define driver and chaperone responsibilities for off-route trips and to jointly work out this agreement with bus drivers and other personnel.
10. The driver shall be notified in advance if he/she needs to bring a sack lunch.
11. Bus drivers shall be knowledgeable about the route to be traveled. If not, they should contact the supervisor before the trip for directions.
12. The Board shall reimburse the driver for one paid admission to the event when necessary.
13. The driver shall be responsible for the reasonable protection and care of the bus during waiting periods on off-route trips. Buses shall be checked for damage or vandalism at least every 45 minutes, or more often if conditions warrant to prevent damage.
14. All take and drop rates will be paid at the Take and Drop rate, with a two hour pay minimum.

**ARTICLE 23: HOLIDAYS****Section A.**

Bargaining unit members covered by this Agreement shall receive the following paid holidays each year, provided such bargaining unit members are on the active payroll at the time of the holiday:

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

For a bargaining unit member working less than a full shift (8 hours) holiday pay shall be computed on a prorated basis.

When the holiday falls on Saturday or Sunday, the Employer shall decide whether it shall be observed on Friday or Monday.

Bargaining unit members who work a non-typical schedule, which coincides with a paid holiday, will receive holiday pay for their normally scheduled hours or their average daily hours, whichever is greater. Bargaining unit members whose work schedule does not coincide with a paid holiday will receive holiday pay based on their average daily hours.

Any bargaining unit member working on a holiday shall receive time and one-half (1-1/2) in addition to regular holiday pay.

It is mutually agreed that if other bargaining unit members or group of bargaining unit members of the Lakewood School System receive or are given additional holidays during the term of this agreement, that all bargaining unit members shall receive an equal number of additional paid holidays.

## **ARTICLE 24: FRINGE BENEFITS**

### **Section A. Insurance**

The Board shall provide insurance coverage, to all full-time/full-year bargaining unit members as determined through future contract negotiations or living agreement.

### **Section B.**

Payroll deductions for insurance options and annuities are available through the business office.

### **Section C. Life Insurance**

The District shall provide without cost to less than full-time/full-year bargaining unit members MESSA Negotiated Term Life Insurance in the amount of \$20,000 with AD&D.

### **Section D. Retirees**

Any bargaining unit member who is currently receiving benefits under the Michigan Public School Employees Retirement System will be reimbursed by the Board for his/her portion of the insurance premiums deducted from the retirement check up to the amount of retirement contributions that the District would have otherwise paid on behalf of the member. The calculation of the maximum reimbursement for insurance premiums will be based on a year beginning October 1 and ending on September 30. This provision applies to self only if the bargaining unit member does not qualify for Medicare.

The amount will be reimbursed quarterly upon receipt by the Board of verification of the insurance premium deduction.



**ARTICLE 25: "LIVING AGREEMENT" PROVISION****Section A.**

The parties agree that the Master Agreement is designed to be a "living agreement." To this end, the parties agree:

1. Representatives of the Board and the Association shall meet at least once bi-monthly to discuss problems, concerns, and any other issues of concern. Either side has the right to raise any issue it deems appropriate. The LESPA President and the Superintendent shall establish an agenda for the meeting at least one week prior to it. Neither side shall be limited in its representatives. However, at a minimum, the group shall include the Superintendent, at least one School Board member, the LESPA President, and another LESPA Executive Board member.
2. The first meeting shall occur within two (2) months after ratification of this Agreement.
3. It is expressly understood that this group may negotiate changes in the Master Agreement subject to ratification by the LESPA membership and the School Board. All such agreements shall be in writing.

**ARTICLE 26: MISCELLANEOUS PROVISIONS**

**Section A.**

Copies of this Agreement shall be prepared at the expense of the Board and presented within thirty (30) days of ratification to all Association members and probationary employees now or hereafter employed by the Board.

**Section B.**

If any provision of the Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members 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 or applications shall continue in full force and effect.

**ARTICLE 27: DURATION**

This Agreement shall continue in effect until the 30th day of June 2018.

LAKESWOOD EDUCATIONAL  
SUPPORT PERSONNEL

By Pat Reese  
(President)

Date July 16, 2018

By \_\_\_\_\_  
(Secretary)

Date \_\_\_\_\_

LAKESWOOD BOARD OF EDUCATION

By [Signature]  
(President)

Date 7/16/2018

By [Signature]  
(Superintendent)

Date July 14, 2018



## **APPENDIX A: QUALIFICATIONS OF TITLE I PARAPROFESSIONALS**

Section 1119(c) through 1119 (h) of the Federal No Child Left Behind Act (NCLBA) requires that all paraprofessionals who provide instructional support in a program supported with Title I, Part A funds must meet certain federal qualification requirements to achieve “Highly Qualified Paraprofessional” (HQP) status. If a paraprofessional meets the HQP requirement, he/she shall be regarded by the District as eligible for a position requiring those qualifications. Holding such qualification is mandated for transfer to or retention of an assignment supported by Title I funding.

**APPENDIX B: EVALUATIONS**



**Support Personnel Evaluation Standards  
Practices and Responsibilities Checklist**

Name:

Date:

Assignment:

Site:

**1 = Ineffective    2 = Minimally Effective    3 = Effective    4 = Highly Effective**

<b>Standard #1: Work Habits</b>				
Employee practices work habits that directly and/or indirectly support the instructional program and enhance student learning.				
<b>Practices</b> <i>How effectively does the employee:</i>	<b>Level of Performance</b>			
	1	2	3	4
<b>1a.</b> organize and use resources to maximize productivity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1b.</b> demonstrate reliability and dependability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1c.</b> observes rules and practices to protect the safety of self and others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1d.</b> establish an orderly work environment that enhances job effectiveness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1e.</b> adapt to new challenges and changes in the work situation and work environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Standard #1 Overall Performance Level</b> (Check only 1 overall rating)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Standard #2: Quality of Work</b>				
Employee completes work efficiently, accurately, and safely within the time allocated.				
<b>Responsibilities</b> <i>How effectively does the employee:</i>	<b>Level of Performance</b>			
	1	2	3	4
<b>2a.</b> demonstrate knowledge and skills to perform job responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2b.</b> demonstrate initiative in completing job responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2c.</b> demonstrate efficiency and productivity in completing job responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2d.</b> demonstrate problem-solving and decision-making skills in completing job responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Standard #2 Overall Performance Level</b> (Check only 1 overall rating)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Standard #3: Relationships</b>				
Employee communicates with, interacts cooperatively with, recognizes the value and diversity of, and demonstrates and inspires respect and courtesy for all others.				
<b>Practices</b> <i>How effectively does the employee:</i>	<b>Level of Performance</b>			
	1	2	3	4
<b>3a.</b> foster communication for purposes of collaboration on work assignments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3b.</b> participate as a cooperative and productive team member?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3c.</b> show courtesy and respect in interactions with people to establish harmonious work relationships?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Standard #3 Overall Performance Level</b> (Check only 1 overall rating)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Standard #4: Professionalism</b>				
Employees have a responsibility to the profession, District, parents, students, and the public.				
<b>Responsibilities</b> <i>How effectively does the employee:</i>	<b>Level of Performance</b>			
	1	2	3	4
<b>4a.</b> adhere to federal and state laws and regulations pertaining to employment and education, Board of Education Policies, and school rules?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4b.</b> exhibit behaviors that indicate commitment to the students, co-workers, parents, District, and community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Standard #4 Overall Performance Level</b> (Check only 1 overall rating)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Criteria for Individual Standard Rating**

When determining the overall performance rating for each standard, the following criteria shall be applied:

- When two (2) or more practices/responsibilities within the standard are rated “Ineffective”, an “Ineffective” rating is assigned.
- When one (1) practice/responsibility within a standard is rated “Ineffective”, a “Minimally Effective” rating is assigned.
- When some practices/responsibilities within a standard are rated “Minimally Effective” and others are rated “Effective” or “Highly Effective”, the evaluator determines between a rating of “Minimally Effective” or “Effective” based on available information.
- When all but one (1) of the practices/responsibilities within a standard are rated “Highly Effective”, a “Highly Effective” rating is assigned.

**Conclusions and Recommendations**

Overall Appraisal:

<input type="checkbox"/> Ineffective	<input type="checkbox"/> Minimally Effective	<input type="checkbox"/> Effective	<input type="checkbox"/> Highly Effective
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Recommendations for Improvement:

I understand that my signature is not intended to indicate my agreement with the appraisal, but indicates I have read the appraisal. I recognize my right to discuss this appraisal with my supervisor and attach comments concerning this appraisal.

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



APPENDIX C - LESPA SALARY SCHEDULE

WAGES

	2018-2019		2019-2020	
	Hire date prior to 12/13/2010	Hire date 12/13/10 or after	Hire date prior to 12/13/2010	Hire date 12/13/10 or after
<b>SECRETARY/CLASS 1</b>				
<b>General</b>				
Step 1	13.01	11.70	13.40	12.05
Step 2	14.46	13.01	14.89	13.40
Step 3	15.26	13.73	15.72	14.14
Step 4	15.87	14.28	16.35	14.71
Step 5	16.82	15.14	17.33	15.59
Step 6	17.61	15.85	18.14	16.33
Longevity (8 years)	18.01	NA	18.55	NA
Longevity 2 (15 years)	18.17	16.21	18.72	16.69
<b>SECRETARY/CLASS 2</b>				
<b>Elementary</b>				
Step 1	13.62	12.25	14.03	12.62
Step 2	15.03	13.53	15.48	13.94
Step 3	15.82	14.24	16.30	14.67
Step 4	16.44	14.79	16.93	15.24
Step 5	17.05	15.34	17.56	15.80
Step 6	17.80	16.02	18.33	16.50
Longevity (8 years)	18.22	NA	18.76	NA
Longevity 2 (15 years)	18.38	16.40	18.93	16.89
<b>SECRETARY CLASS 3</b>				
<b>MS, HS, Bookkeeper, Community Ed.</b>				
Step 1	13.78	12.41	14.20	12.78
Step 2	15.25	13.72	15.71	14.13
Step 3	16.02	14.42	16.50	14.85
Step 4	16.72	15.04	17.22	15.49
Step 5	17.41	15.68	17.94	16.15
Step 6	18.22	16.40	18.76	16.89
Longevity (8 years)	18.58	NA	19.14	NA
Longevity 2 (15 years)	18.75	16.72	19.31	17.22
<b>SECRETARY/REGISTRAR HS</b>				
Step 1	15.43	13.89	15.89	14.30
Step 2	16.87	15.19	17.38	15.64
Step 3	17.66	15.90	18.19	16.37
Step 4	18.41	16.57	18.97	17.07
Step 5	19.06	17.15	19.63	17.67
Step 6	19.87	17.88	20.47	18.42
Longevity (8 years)	20.24	NA	20.85	NA
Longevity 2 (15 years)	20.41	18.22	21.02	18.76
<b>SECRETARY/REGISTRAR MS</b>				
Step 1	14.90	13.41	15.34	13.81
Step 2	16.30	14.67	16.79	15.11
Step 3	17.05	15.34	17.56	15.80
Step 4	17.75	15.97	18.28	16.45
Step 5	18.40	16.56	18.95	17.06
Step 6	19.16	17.25	19.74	17.77
Longevity (8 years)	19.56	NA	20.14	NA
Longevity 2 (15 years)	19.71	17.60	20.31	18.13

APPENDIX C - LESPA SALARY SCHEDULE

WAGES

	2018-2019		2019-2020	
	Hire date prior to 12/13/2010	Hire date 12/13/10 or after	Hire date prior to 12/13/2010	Hire date 12/13/10 or after
<b>LIBRARY PARAPROFESSIONAL</b>				
<b>Elementary</b>				
Step 1	14.18	12.76	14.60	13.15
Step 2	15.03	13.53	15.48	13.94
Step 3	15.89	14.29	16.36	14.72
Step 4	16.71	15.03	17.21	15.48
Step 5	17.55	15.79	18.08	16.27
Longevity (8 years)	17.75	NA	18.28	NA
Longevity 2 (15 years)	17.91	15.97	18.45	16.45
<b>LIBRARY PARAPROFESSIONAL</b>				
<b>Middle School/Class 2</b>				
Step 1	14.41	12.97	14.84	13.36
Step 2	15.22	13.70	15.68	14.11
Step 3	16.06	14.45	16.54	14.89
Step 4	16.88	15.20	17.39	15.65
Step 5	17.75	15.97	18.28	16.45
Longevity (8 years)	17.96	NA	18.49	NA
Longevity 2 (15 years)	18.12	16.16	18.67	16.64
<b>MEDIA ASSISTANT</b>				
<b>High School/Class 3</b>				
Step 1	14.56	13.11	15.00	13.50
Step 2	15.40	13.86	15.86	14.27
Step 3	16.22	14.60	16.70	15.03
Step 4	17.10	15.40	17.62	15.86
Step 5	17.97	16.17	18.50	16.65
Longevity (8 years)	18.16	NA	18.71	NA
Longevity 2 (15 years)	18.32	16.34	18.87	16.83
<b>FOOD SERVICE</b>				
Step 1	13.61	12.24	14.02	12.61
Step 2	14.25	12.83	14.68	13.21
Step 3	14.90	13.41	15.34	13.81
Step 4	15.54	13.99	16.01	14.41
Step 5	16.18	14.56	16.66	15.00
Longevity (8 years)	16.38	NA	16.88	NA
Longevity 2 (15 years)	16.54	14.75	17.04	15.19
<b>TEACHER PARAPROFESSIONAL</b>				
Step 1	13.51	12.16	13.92	12.53
Step 2	14.39	12.95	14.82	13.34
Step 3	15.22	13.70	15.68	14.11
Step 4	16.61	14.95	17.11	15.40
Step 5	16.94	15.24	17.44	15.70
Longevity (8 years)	17.11	NA	17.63	NA
Longevity 2 (15 years)	17.28	15.41	17.80	15.87

APPENDIX C - LESPA SALARY SCHEDULE

WAGES

2018-2019	2019-2020
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	Hire date prior to 12/13/2010	Hire date 12/13/10 or after	Hire date prior to 12/13/2010	Hire date 12/13/10 or after
<b>HEALTH PARAPRO</b>				
<b>SPED ED BUS PARA PRO</b>				
Step 1	13.75	12.38	14.17	12.75
Step 2	14.59	13.13	15.02	13.52
Step 3	15.44	13.90	15.90	14.32
Step 4	16.86	15.18	17.37	15.63
Step 5	17.16	15.45	17.68	15.91
Longevity (8 years)	17.34	NA	17.86	NA
Longevity 2 (15 years)	17.51	15.60	18.03	16.07
<b>Mail Transport/Crossing Guards</b>				
Step 1	13.51	12.16	13.92	12.53
Step 2	14.39	12.95	14.82	13.34
Step 3	15.22	13.70	15.68	14.11
Step 4	16.61	14.95	17.11	15.40
Step 5	16.94	15.24	17.44	15.70
Longevity (8 years)	17.11	NA	17.63	NA
Longevity 2 (15 years)	17.28	15.41	17.80	15.87
<b>BUS DRIVERS - Route</b>				
Tier 1	27.63	24.86	28.46	25.61
Tier 2	33.16	29.85	34.16	30.74
Tier 3	36.83	33.14	37.93	34.14
<b>BUS DRIVER - Hourly</b>				
Off Route	10.94	9.85	11.27	10.15
Special Education	19.31	17.37	19.89	17.89
Voc Ed	15.87	14.28	16.35	14.71
At Risk *	14.42	12.97	14.85	13.36
Take and Drop**	16.19	14.56	16.67	15.00
Band	13.10	11.79	13.49	12.14
Shuttle	18.41	16.57	18.97	17.07

\*Minimum pay of 1 hour per route. One hour minimum affects At Risk runs only. No other rates within classification are subject to this agreement.

\*\*Minimum pay of 2 hours per route.

**MECHANIC HELPER**

Step 1	13.37	11.80	13.77	12.16
Step 2	14.17	12.51	14.59	12.88
Step 3	14.95	13.19	15.40	13.59
Step 4	15.73	13.88	16.20	14.30
Step 5	16.53	14.59	17.03	15.03
Longevity (8 years)	16.81	NA	17.32	NA
Longevity 2 (15 years)	16.98	14.83	17.49	15.28

**HEAD MECHANIC**

**CUSTODIANS**

**CLEANING TECH**

LESPA sub rate (excluding transportation)



**APPENDIX C - LESPA SALARY SCHEDULE**

**WAGES**

2018-2019		2019-2020	
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Hire date prior to  
12/13/2010

Hire date 12/13/10 or  
after

Hire date prior to  
12/13/2010

Hire date 12/13/10 or  
after

**2. LONGEVITY**

A. Bus driver shall receive longevity pay on the following basis:

- Completion of 5 years
- Completion of 10 years
- Completion of 15 years

Bus Driver longevity payments will be made on the first paycheck in December for drivers active as of that payroll. Longevity payments shall be increased by the same percentage increase as the wage schedule.

B. For all other bargaining unit members, each bargaining unit member upon the completion of the required years of employment shall be eligible for the longevity step effective with the first pay period following the required years of service.

**3. FOOD TRANSPORT**

The premium for cafeteria bargaining unit members who transport food shall be 20 cents per person per hour.

**4. HOURLY PREMIUM**

A. Any bargaining unit member who possesses either certification in his/her position (for example, CDA, Early Childhood Associates Degree, Paraprofessional Certification through Oakland Schools/Region III Para educator Certification program, Mechanic Certification by completion of 4 of 8 mutually selected State of Michigan Mechanic Certifications, or any other mutually agreed upon certification program) or who possesses at least thirty (30) semester hours or its term equivalent from an accredited college or university shall receive an hourly premium of 35 cents per hour. The college credit hours shall be in a course of study which is related to the employee's work. (e.g. child growth and development, psychology, teaching methods courses, etc.) The college credit hours shall be earned during the course of employment with the District. Courses shall require prior approval by the Administration.

B. When special education secretarial duties are combined with another secretarial position, the employee in the combined position shall receive an hourly premium of 35 cents per hour.

