



*Livingston Educational Service Agency*

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**AGREEMENT**

**BETWEEN THE**

**LIVINGSTON EDUCATIONAL SERVICE AGENCY**

**BOARD OF EDUCATION**

**AND THE**

**LIVINGSTON EDUCATIONAL SERVICE AGENCY**

**TEACHER ASSISTANTS**

**2011 - 2014**

Livingston Educational Service Agency  
1425 West Grand River Avenue  
Howell, Michigan 48843

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## PREAMBLE

The Livingston Educational Service Agency (Michigan) Board of Education and the Livingston Educational Service Agency Teacher Assistants Chapter of Local Union 2652, affiliated with Council 25, AFSCME, AFL-CIO, agree as follows:

### Article I. DEFINITIONS

- A. Board. The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- B. Day. The term, Day, denotes a working day unless otherwise stated. A working day is any day during which some or all of the Agency is to be in operation as set forth in its calendar unless all operations have been suspended before 8:00 A.M. by the Employer.
- C. Agency. The term, Agency, denotes the Livingston Educational Service Agency.
- D. Employee. The term, Employee, denotes any member of the bargaining unit defined in Article 2.
- E. Part-Time Employee. The term, Part-Time Employee, denotes an Employee who works less than 30 hours per week. Part-time percentage is determined by dividing the weekly hours scheduled by 30 hours or the weekly hours scheduled for a full time Employee in the same classification, whichever is greater.
- F. Employer. The term, Employer, denotes the Board, the Superintendent, all administrative employees and their designees.
- G. Probationary Period. The term, Probationary Period, denotes an interval of fifty (50) days actually worked by the Employee, not including days the Employee was absent, beginning on the effective date of the Employee's last date of employment in the bargaining unit and ending the date the Employee completes his/her fiftieth (50<sup>th</sup>) date of actual service.
- H. Superintendent. The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- I. Transfer. A transfer occurs when an employee bids and is awarded a new position.
- J. Union. The term, Union, denotes the Livingston Educational Service Agency Teacher Assistants Chapter of Local 2652, Council 25 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- K. School year. The term, school year, denotes the standard school year beginning in September and ending in early June and excludes the summer segment.

- L. Vacancy. The term, Vacancy, denotes a position created by an Employee leaving a position or new position in the bargaining unit.
- M. Substitute. The term, Substitute, denotes a person not in the bargaining unit who performs bargaining unit work.
- N. Specialized Teacher Assistant. A specialized teacher assistant position is one in which additional, unique qualifications are required.

## Article II. RECOGNITION

Recognition. The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for the bargaining unit consisting of all assistants but excluding substitutes, bus aides, supervisors and all other employees.

## Article III. BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control the business, the equipment, the operations, the work force and the affairs of the Agency.
  - 2. Direct the work force, including the right to hire, promote, suspend, discharge and transfer Employees, and to determine the size of the work force.
  - 3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
  - 4. Adopt rules and regulations not in conflict with this Agreement.
  - 5. Determine the qualifications of Employees.
  - 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  10. Determine the policy affecting the selection, testing or training of Employees.
  11. Develop and exclusively control the Agency's budget.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations that pertain to education.
- C. Medical Examination. The Board shall have the right in its discretion to require an Employee to submit to a medical examination for the purpose of determining Fitness for Duty at Board expense by a licensed physician appointed by the Board.
- D. Strikes.
1. Definition. The term, Strike, means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. The definition includes but is not limited to actions commonly known as slowdowns, sit-ins, boycotts and interference with the performance of duties of others employed by the Board and an action described in this definition that is taken for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the Employer.
  2. The Union agrees that it and the Employees shall not authorize, sanction, condone or participate in any strike.
  3. If a strike of Employees occurs, the Union will endeavor to get the striking Employees back to work as expeditiously and as quickly as possible by:
    - a. Delivering to the Employer a notice addressed and given to all Employees repudiating such acts of the Employees and directing them to cease such acts and return to work; and,
    - b. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

4. Actions to discipline, suspend, demote or discharge any Employee who authorizes, sanctions, condones or participates in any strike are not subject to the grievance procedure.

## Article IV. UNION RIGHTS

- A. Aid to Other Unions. The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Union for the duration of this Agreement.
- B. Stewards. The Employee shall be represented by one of two stewards who shall represent all Employees. Two alternate stewards will be named who will function in the place of the stewards when the stewards are absent.
  1. The names of the stewards and alternates and their designations shall be furnished in writing to the Superintendent within five (5) working days of their appointment or election.
  2. When his/her component is fully staffed, a steward may, with prior approval and without loss of compensation, investigate and/or present grievances to the Employer. Before doing so, the steward shall obtain permission from his/her immediate supervisor. Approval for a steward to leave his/her job assignment for a reasonable period of time to investigate and/or present grievances to the Employer will not be unnecessarily withheld with the understanding that the time taken by the steward will not be abused.
  3. Should the number of positions be increased, the number of stewards and alternates needed will be mutually determined.
- C. Union Use of Agency-Owned Facilities. Upon not less than 72 hours prior written request of the Superintendent or his designee, the Union may schedule Chapter meetings using mutually agreed-upon Agency-owned facilities providing these meetings do not interfere with the duties of any Employee who attends. If an emergency arises, the Superintendent may waive the condition of prior notice if requested to do so by the Chapter Chairperson.
- D. Bulletin Boards. The Employer will provide at least one (1) bulletin board which may be used by the Union only for posting notices pertaining to Union business. The location of each bulletin board shall be mutually agreed upon.
- E. Union Time. Members of the Union selected to attend functions of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions providing that at least one (1) week prior written notification has been given. The Employer will provide a maximum of five (5) days per year to be used for such purposes.
- F. Agency Shop. Employees who were hired prior to the effective date of this Agreement must, as a condition of continued employment, either continue membership in the Union

or pay a service fee in an amount not more than the amount of dues uniformly required of members of the Union. The service fee shall be a legally permissible amount determined in a legally permissible manner. These amounts so certified and deducted shall be forwarded to the Union in accordance with Article 5, Section F.

- G. Employees hired, rehired or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay the service fee of the Union, commencing on the 30th day following the beginning of their non-probationary employment in the bargaining unit.
- H. Any Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this Article. Any Employee who pays his/her service fee shall also be deemed to have met the conditions of this Article.
- I. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fees or Union dues from Employees not authorizing payroll deductions and who do not pay such fees and/or dues directly to the Union.
- J. The Union shall indemnify and save the Employer, including individual members of the Board of Education, the Superintendent, all administrative employees, and designees harmless against any claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise by reasons of the Employer's complying with provisions in this Article.

## **Article V. DUES CHECK-OFF**

- A. If an Employee has on file with the Board a completed and signed Union membership monthly dues payroll deduction authorization form, as shown in Appendix B, the Board will deduct from his/her pay the initiation fee and the current monthly Union membership dues until such time as the Employee informs the Board in writing to discontinue such deductions.
- B. Normally an Employee's authorized payroll deduction for Union dues will be made from his/her paycheck for the first pay period of each calendar month.
- C. The Board will deduct from the pay of an Employee in any month only the uniformly charged Union dues obligations for that month.
- D. If the Union requests the Board to change the present membership dues deduction of an Employee, such request will be effective only if the Union gives the Board thirty (30) days prior written notice of the change.
- E. The Union agrees that any and all Union and/or Employee questions, problems, and/or disputes that may arise or exist related to the operation and/or implementation of this Article shall not be the subject of a grievance and may only be reviewed by the parties informally.

F. Remittance of Dues.

1. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all Employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of Employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer to submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

G. The Union shall indemnify and save the Employer, including individual members of the Board of Education and all administrative employees, harmless against any and all claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise out of reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

## Article VI. EMPLOYEE RIGHTS AND SECURITY

A. Probationary Employee. Each new Employee shall be on probation for an interval of fifty (50) days actually worked by the Employee, not including days the Employee was absent, beginning on the effective date of the Employee's last date of employment in the bargaining unit and ending the date the Employee completes his/her fiftieth (50<sup>th</sup>) date of actual service. The right to discharge a probationary Employee during this period shall be vested exclusively in the Board regardless of other provisions of this Agreement.

1. Probationary Employees do not have seniority.
2. Probationary Employees do not have fringe benefits.
3. Probationary Employees may not use any leave time.
4. The Union shall not represent Probationary Employees who are disciplined, suspended or discharged.
5. Except in cases of emergency, Probationary Employees may not be transferred from one job to another.

B. The Chapter Chairperson or steward will be notified of all new hires within ten (10) days of Board approval. The notification will include name, address, phone number, and work location.

The Chapter Chairperson will provide the administration with an introductory letter to be included with the orientation information for new employees.



The Chapter Chairperson will be notified within 5 days whenever classrooms are relocated to new sites.

- C. Seniority. The term, Seniority, denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Accumulation of seniority of non-probationary Employees begins with their first day employed (effective date) in any position in the bargaining unit. Probationary Employees do not have seniority.

For the purpose of determining seniority only, continuity of employment shall not be considered broken by Board-approved paid leaves of absence, unpaid summer leave or unpaid leaves of absence of ten (10) or fewer days or when operations affecting the Employee are temporarily suspended by the Employer. Any other interruption of work shall constitute a break in continuity for the purpose of determining seniority. Employment in the Agency but out of the bargaining unit is such an interruption.

If an Employee's continuity of employment is broken, the Employee's seniority will be reduced to reflect the duration of such break in continuous employment.

Ranking of Employees with the same seniority shall be by alphabetical order using the last name by which each Employee was first appointed.

- D. Seniority of Officers and Stewards. The Chapter Chairperson, the Vice-Chapter Chairperson, the Stewards and Alternates, in that order shall head the seniority list of the bargaining unit for layoff and recall only, during their terms of office. The Union shall indemnify and save the Employer, including individual members of the Board of Education, the Superintendent, all administrative employees and their designees, harmless against any claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise by reasons of the Employer's complying with provisions of this Article..

- E. Seniority Lists. The seniority list on the date of this Agreement will show the dates of hire, names and job titles of all Employees of the bargaining unit with seniority. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon reasonable prior request.

- F. Loss of Seniority. An Employee will lose his/her seniority and his/her name will be removed from the seniority list and the Employee will be terminated from employment when one or more of the following events occurs:

1. The Employee quits, retires or is discharged.
2. The Employee has been laid off for more than two (2) years.

- G. Quits. An Employee shall be deemed to have voluntarily quit when one or more of the following events occur:

1. The Employee is absent for three (3) or more consecutive working days and has not notified the Employer in accordance with procedures set forth herein.

2. The Employee fails to return to work in response to a recall notice as set forth in Article 11.
3. An Employee notifies Administration that they are quitting their employment.

## Article VII. JOB POSTINGS AND BIDDING PROCEDURES

- A. Vacancies shall be posted for seven (7) calendar days. Such postings shall set forth minimum requirements for applying, the posting date, and the deadline date for applying. A copy shall be sent to the Chapter Chairperson.
- B. Bidding. During the above posting, any Employee may submit their bid using the electronic posting system. Failure to submit bid on or before the announced deadline date shall disqualify the Employee from further consideration.
- C. In filling any vacancy, consideration will be given to seniority, qualifications and previous work record of the Employee.
- D. Each applicant will be notified of the final disposition of his/her application.
- E. Trial Periods. The transferred Employee shall be granted a ten (10) working day trial period to determine his/her ability to perform the job. If an Employee is found unsatisfactory, he/she shall be returned to his/her former job. Written reasons will be given to him/her. During the trial period, the Employee may request to be returned to his/her former job, and such request shall be granted in Employee-initiated transfers. The ten (10) day trial period may be waived upon mutual agreement in writing by the Employer, Employee and Union. During the trial period, the Employee will receive the rate of the job he/she is performing.
- F. (Deleted)
- G. Involuntary Transfers. The Employer may involuntarily transfer an Employee when such transfer is, in the opinion of the Employer, in the best interest of the Agency. Such transfer will be with prior notice. If a vacancy created by an administrative transfer cannot be filled through the posting procedure, the Employer may involuntarily transfer into that position the least senior Employee who meets all specified program requirements. With respect to involuntary transfers, both parties understand and agree that 12-month Employees will not be transferred to 10-month positions and vice-versa (unless this is necessary due to a reduction in positions).
- H. Part-Time. The Employer will not fill an otherwise single full time position with 2 or more part-time Employees. The union will be notified of new positions five (5) work days prior to the posting.

If a part-time position is increased to a full-time (or .8 in ECSE), it will be posted. In the event that the hours of a part-time position are increased to less than full-time (.8 in ECSE), the board may award the increase in time to the employee in the position.

- I. No Employee shall be entitled to an employee-initiated transfer more than once every six months.
- J. Summer programs requiring afscme staff shall be filled using the following procedures:
  1. All 12-Month Employees will be assigned in their same assignment or one with equivalent days and hours. The placement decision of the Director is final.
  2. Vacant summer assignments shall be posted by April 15<sup>th</sup> using the Applitrack system. Postings shall include the number of assignments as well as the expectations for and essential functions of the assignment. Applicants shall include in their application their years and type of experience working in summer programs.
  3. Staff interested in working a summer assignment shall apply no later than April 30<sup>th</sup> using the Applitrack system. Applicants must be able to work the full segment as posted.
  4. Assignments shall be made based on seniority, work record and experience working in the assignment as posted. Awards of summer assignments shall be posted by may 15<sup>th</sup>.
  5. Staff shall have until May 20<sup>th</sup> to decline the assignment if they believe they will not be able to successfully fulfill the expectations of the job. The reasons for declining the assignment must be presented in writing to the deputy superintendent.

In the event that the assignments are not filled with afscme staff, temporary and contract staff will be utilized.

- K. A substitute shall not be used in the classroom more than twenty (20) consecutive days without notification to the Union as to the reason why a permanent decision to place the employee has not been made.

## **Article VIII. DISCIPLINE**

- A. The following progressive discipline steps will be utilized for all instances of lost time (unpaid and unapproved), tardiness and inappropriate attendance patterns, such as calling in sick on the same day of the week:
  - 1<sup>st</sup> offense            counseling
  - 2<sup>nd</sup> offense            written
  - 3<sup>rd</sup> offense            suspension – 1 day
  - 4<sup>th</sup> offense            suspension – 3 day
  - 5<sup>th</sup> offense            discharge
- B. The Employer shall attempt to reprimand an Employee in a way that will not cause embarrassment to the Employee.

- C. The Employer agrees that, upon imposing any discipline, the Union steward will be notified in writing. The Employee shall be given a copy of all disciplinary actions and copies shall be placed into his/her personnel file. A notation of oral reprimand by date and subject only and signed by the Employee may be placed into the Employee's personnel file.
- D. The Employee may request to be represented by his/her Union Representative when disciplinary action is imposed.
- E. In imposing any discipline or discharge on a current charge, except as noted in this section the Employer will not take into account any similar infractions which are more than three (3) years old. This section shall not apply to infractions involving unprofessional conduct within the meaning of the Revised School Code.
- F. Discharge. The Board may discharge a non-probationary Employee for cause. Prior to discharge of an Employee the Employer may suspend him/her for up to five (5) working days without pay in order to permit an investigation of the matter. If the investigation is not completed within five (5) working days, and the Employer desires to keep the Employee on suspension status, additional days of suspension shall be with pay. If, following such a suspension, the Employer's decision is to give the Employee a suspension, the number of days already suspended without pay will be counted in the total number of days suspended.
  - 1. The Union may initiate a grievance of the Board's decision to discharge a non-probationary Employee at Level 4.
  - 2. Any Employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
  - 3. The Union agrees that the Board may unconditionally terminate a Probationary Employee. The termination of a probationary employee may either not be the subject of a grievance or not something the arbitrator is empowered to consider.
- G. The discharged or suspended Employee may discuss his discharge or suspension with his/her steward and the Employer will make available an area for this purpose before the Employee is required to leave the property of the Employer. Upon receipt of a reasonable and timely request, the Employer will discuss the discharge or suspension with the Employee and the steward.
- H. An Employee may view his/her personnel file upon reasonable prior request.

## Article IX. GRIEVANCES

- A. Definition. A grievance is a written complaint by an Employee alleging a violation, misinterpretation or misapplication of any express provision of this Agreement.
- B. Nothing contained herein will be construed to limit the right of any Employee having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Union provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union has been given the opportunity to be present when such an adjustment is made.
- C. Level I. If an Employee wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor or with the administrator if the immediate supervisor is not the cause of the complaint. The steward and at least one administrator may also be present. This discussion must occur within ten (10) days of the event causing the complaint. The immediate supervisor or administrator shall respond in writing within ten (10) days of the date of the discussion, submitting one copy to the Employee, one copy to the steward and one copy to the Assistant Superintendent of Human Resources.
- D. Level II. If the Employee is not satisfied with the response at Level I, the steward may submit a grievance by filing a LESA/AFSCME Grievance Report provided that the grievance is submitted within five (5) days of the above written response. The Report must be submitted to the immediate supervisor. If the grievance does not involve the immediate supervisor, it may be filed at Level III. The immediate supervisor shall sign and date all copies when he/she receives them. The immediate supervisor shall respond in writing to the steward within five (5) days of the date he/she received the Level II grievance.
- E. Level III. If the Employee is not satisfied with the response of the immediate supervisor, the steward may submit the grievance to the appropriate administrator within ten (10) days of the date of the Level II reply. The administrator shall sign and date all copies when he/she receives them. The administrator shall respond in writing to the steward within ten (10) days of the date he/she received the Level III grievance.
- F. Level IV. If the Employee is not satisfied with the response of the administrator, the steward may submit the grievance to the Superintendent within ten (10) days of the date of the Level III reply. The Superintendent shall sign and date all copies when he receives them. The Superintendent shall contact the Council #25 Staff Representative assigned within five (5) days of receiving the grievance to schedule a conference. Following this conference, the Superintendent shall respond within ten (10) days in writing to the Chapter Chairperson.
- G. Level V. If the Level IV answer is not satisfactory, the Union may, within thirty (30) calendar days of receipt of the Employer's Level IV answer, request arbitration by giving a written notice to the Employer.

The Union and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration

Association in accordance with their Rules and Procedures.

1. The decision of the arbitrator shall be final and conclusive and binding upon Employees, the Board and the Union.
  2. Powers of the arbitrator are subject to the following limitations:
    - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He/she shall have no power to establish wage rates or to change wage rates.
    - c. He/she shall have no power to interpret state or federal law.
    - d. He/she shall not hear any grievance previously barred from the grievance procedure.
    - e. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  3. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
  4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent. More than one grievance may not be considered by the arbitrator at one time unless there is mutual written consent, or the Employer has consolidated grievances which arise out of and concern the same factual circumstances.
  6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
  7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- H. The union may advance any grievance not answered within the time limits by the Employer to the next level. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.

- I. The Union shall have no right to initiate a grievance involving the right of an Employee without his/her written approval. Failure to file a grievance does not set a precedent nor does it constitute a waiver on the future right to file a grievance on the same provision.
- J. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligations to make a monetary adjustment and the arbitrator shall have no power to order one.
- K. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
- L. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.
- M. An Employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of this Agreement.
- N. No complaint which may be within the jurisdiction of any administrative agency empowered to render an enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.
- O. Extension of Time Limits. Time limits may be extended by mutual written agreement.
- P. In the event that the named person and his/her alternate who is designated to receive a response at any level in the grievance procedure is not available to receive the response, it will be sent by certified mail to the named person. When notice is given by certified mail, it will be deemed to have been given on the post-marked date of mailing.

## **Article X. SPECIAL CONFERENCES**

- A. A Special Conference is a meeting of representatives of the Employer and the Union to discuss matters deemed important by either party. Each party will select its representatives for the Special Conference.
- B. Special Conferences will be arranged between the Chapter Chairperson and the Superintendent or his designee at mutually agreed upon times and places at the request of either party.
- C. The requesting party shall submit a request for a Special Conference to the other party in writing at least seventy-two (72) hours in advance, including an agenda of matters to be discussed and a list of names of the conferees of the requesting party.
- D. Matters taken up in Special Conferences shall be confined to those on the agenda.
- E. Special Conferences may begin during regular work hours. Members shall not lose time or pay for the time spent in Special Conferences, but no additional compensation will be paid to Employees for time spent in such conferences beyond regular work hours.

- F. The Union representatives may meet on the Employer's property for up to one-half hour immediately preceding the conference.
- G. A representative of Council No. 25, a representative of the International Union or a member of the Board may also attend a Special Conference.

## Article XI. REDUCTION AND RECALL

If the following procedures involve an employee in a specialized teaching assistant position, then the administration and the union will jointly determine how he/she will be affected by the reduction/recall.

- A. **Reduction.** If the Board orders a reduction in the number of Employees a notice of the position titles and the number of positions to be eliminated will be sent to the chapter chair. Employees will be laid off in inverse seniority order (beginning with those Employees having no seniority) until the number of remaining Employees corresponds to the number of remaining positions.
- B. **Recall.** If the Board orders a restoration of any or all of the eliminated positions, enough Employees to fill the restored positions will be recalled according to the following procedures:
  - 1. Employees with seniority as of the date of recall will be recalled in inverse order of layoff.
  - 2. The employer will send a recall notice by certified mail to each recalled employee at his/her last known address postmarked at least ten (10) calendar days before his/her reporting date. The employee will indicate his/her desire to accept or reject an offer of recall within four (4) calendar days from the date the notice was received or within ten (10) calendar days from the date the notice was sent, whichever occurs earlier. In the event an employee does not accept the position offered by the notice of recall within the aforementioned period, this shall conclusively and irrebuttably be construed to constitute a resignation and/or the employee's abandonment of his/her employment by the board. The employee shall immediately be removed from the recall list.
  - 3. If the Employee does not report for work as scheduled, he/she will be considered to have quit unless the Employee has made other prior arrangements to report for work within five (5) working days of the scheduled date that are acceptable to the Employer.
  - 4. It is the responsibility of the Employee to notify the Employer of any changes in his/her mailing address and telephone number.
- C. **Temporary Layoff.** A temporary layoff is any layoff of not less than five (5) working days, nor more than twenty-five (25) working days due to acts or events not under the total control of the Board. Employees affected by a temporary lay-off will be laid off in inverse seniority order in the classification affected by the temporary layoff.



- D. Employees on temporary layoff shall have no interruption of hospital and dental benefits but do not earn pay nor may they use leave time or vacation time during such temporary layoff.
- E. Employees on reduction layoff do not earn pay or fringe benefits. However, health, hospital, and dental benefits shall continue until the end of the month following the month in which the layoff occurs
- F. Reduction in Hours. If the Board orders a reduction to less than 30 hours per week in a position, the following procedures will be used:
  - 1. The affected Employee(s) and the Chapter Chairperson will be notified at least ten (10) working days in advance. During this ten (10) day period, the Employer will meet with the Chapter Chairperson and affected Employee(s).
  - 2. The affected Employee will be given the option of remaining in his/her position with the reduced hours or assuming the position held by the least senior full time Employee.
  - 3. The Employee “bumped” from his/her position will be placed in the position vacated by the affected Employee.
  - 4. If, within the one-year period following the reduction the hours are restored to the original position, the Employee who changed positions under “2” above may elect to move back into his/her original position. The Employee currently in that position will be “bumped” to the position vacated by the move.

## **Article XII. COMPENSATION AND FRINGE BENEFITS**

- A. Wage Rate Scales. Appendix A, attached hereto, sets forth wage rates to be paid Employees as defined above, and the basis and methods of payment.
- B. Rates for New Jobs. When a new job classification is created, the Employer will notify the Union of the proposed classification and rate structure prior to their becoming effective. If the Union does not agree with the proposed classification and rate, they shall be subject to negotiations.
- C. Health, Dental, Drug and Vision Benefits. Full-time Employees shall be eligible for the following health, dental, drug and vision benefits upon acceptance of written applications by the third party administrator which shall be effective when the third party administrators’ requirements are met:
  - 1. Health benefits:
    - a. Beginning January 1, 2012 the health benefits plan shall change to the self-funded plan managed by a third party administrator for the afscme employee group. Between July 1, 2011 and December 31, 2011 health benefits shall consist of single subscriber, two-person or full-family (as appropriate) self-funded plan

comparable to flexible blue HDHP Plan 2 coverage. Employees that qualify for health benefits coverage and become eligible for benefits on a date other than January 1<sup>st</sup> shall first be enrolled in a health benefits plan with comparable benefits that is otherwise offered by the employer.

- b. Beginning July 1, 2011, the employee shall pay through payroll deduction 20% of the illustrative rate established by the plan actuaries.
- c. Teacher assistants hired as of September 15, 1991 qualify for single, two-person, or full family benefits. Teacher assistants hired after September 15, 1991 qualify for only single benefits.

2. Dental Benefits:

- a. Single subscriber, two person or full-family (as appropriate) self-funded dental benefits comparable to SET Ultradent with orthodontic rider, missing tooth waiver and extension of benefits rider with a limit of one thousand five hundred dollars (\$1,500). In accordance with carrier rules, if dental coverage is waived, coverage cannot be obtained at any time unless a qualifying event designated by the carrier occurs resulting in loss of coverage.
- b. Beginning July 1, 2011, the employee shall pay through payroll deduction 20% of the illustrative rate established by the plan actuaries.
- c. Teacher assistants hired as of September 15, 1991 qualify for single, two-person, or full family benefits. Teacher assistants hired after September 15, 1991 qualify for only single benefits.

3. Vision Benefits. The Board shall provide vision benefits comparable to the A-80 vision rider per addendum with a twelve-month benefit period.

An Employee and an Employee's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive such insurance coverage if they are eligible to receive such insurance coverage through another employer, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the Employee or the Employee's family members and so states in writing to the Board, and (2) an Employee who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

The Employee will be eligible for Board-paid dental care insurance only if he/she does not receive such dental care insurance coverage through another employer. For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each school year. After that time any Employee with double health or dental coverage shall reimburse the Board the cost of his/her health or dental coverage for the duration of such double coverage.

Changes in family status shall be reported by the Employee in writing to the Accounting Department within thirty (30) days of such changes. The Teacher shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

- D. Workers' Compensation. All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly. If a non probationary employee is injured by a student with a behavior intervention plan established due to violent behavior, said employee will not have to use their own sick time to cover days off leading up to receipt of workers compensation benefits, if determined by administration that the employee followed proper protocol.
- E. Term Life Insurance. The Board will pay the premium for each full time Employee for a \$20,000 term life insurance policy.
- F. Alternative Coverage. Any Employee not electing or ineligible for health care benefits as provided for above may apply for an amount not to exceed \$80 per month. Any Employee not electing or ineligible for dental care benefits as provided for above may apply for an amount not to exceed \$10 per month. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan or, if such is not possible, (2) withdraw this provision.
- G. Part-Time Employees. Unless otherwise indicated, the following conditions shall apply to part-time assignments: An Employee's seniority and increment shall accrue as with a full-time assignment. Sick leave days shall be pro-rated. One half ( $\frac{1}{2}$ ) day from sick leave may be used for personal business with prior approval. Part-time Employees shall be eligible for appropriate prorated Board-paid premiums for dental and healthcare benefits, and a prorated portion of the annual health and drug benefit deductible and annual account fees, upon acceptance of written applications by the benefit carriers which shall be effective when the benefit carriers requirements are met. Current carrier restrictions prohibit eligibility for dental and health coverage for the Employees working less than 20 hours per week. For those ineligible for health or medical insurance, under carrier restrictions or language in Article 12-C, they will receive a proration of the appropriate alternative coverage. No other benefits shall accrue or apply.
- H. Summer Employment. Ten month Employees who work in a long-term assignment over the summer will be paid at their regular rate of pay as long as they work for the entire period the position is vacant. They will not accrue benefits except holiday pay if the program is in operation and the Employee works the scheduled day before and after the holiday. A long-term assignment is one in which the Employee works at least three (3) consecutive scheduled work days in the same position. Assignment and selection of all summer employees is the prerogative of the Employer. A special conference to explain and discuss selection will be granted upon request.
- I. Sick Leave Retention Incentive. All employees who have been employed for the entire one year period shall be eligible annually for sick leave retention incentive, according to the following:

1. An employee who uses no sick leave from the period commencing July 1 and ending June 30 shall be eligible for a three hundred (\$300) cash bonus.
2. An employee who experiences only one (1) occurrence of sick leave during the period commencing July 1 and ending June 30 shall be eligible for a one hundred dollar (\$100) cash bonus.
3. An absence that occurs during the probationary period is considered a sick leave occurrence for this purpose only.

For purposes of this Section, an occurrence of sick leave is defined as any legitimate use of a partial day, a full day or more than one (1) day, consecutively, as a result of personal or family illness. This also includes the use of a partial day, a full day or more than one (1) day, consecutively, without pay, as a result of personal or family illness.

### **Article XIII. INCOME PROTECTION**

The Board will maintain a pool of sick leave days for Employees. For each day that an Employee is permitted to draw from the sick leave pool, he/she will receive 100% of his/her day's pay less any amount the Employee is eligible to receive from Social Security or Workers' Compensation benefits.

- A. Establishment. Each new full time employee will contribute one (1) day of his/her sick leave to the sick leave bank. If the employee is part time they will donate prorated time to the sick leave pool according to their hours worked. Until all employees have contributed six (6) days after which no further contribution will be required except as provided for below. For each day contributed by an Employee, the Board will contribute zero (0) days.
- B. Eligibility. An Employee may draw days from the sick leave pool under the following conditions:
  1. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
  2. He/she has been unable to work for fifteen (15) consecutive calendar days.
  3. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury.
  4. He/she has no remaining paid leave days available.
- C. Use.
  1. During the first ninety (90) calendar days from illness/injury, an eligible Employee may draw a full day or pro-rated day from the sick pool for each working day of absence.
  2. (Deleted)

3. Use of personal sick leave time is limited to the number of contract days in the ninety (90) calendar day period from first day of absence due to illness/injury or the number needed to complete the fifteen (15) calendar day waiting period.
4. At any time during or prior to an Employee's use of sick leave pool days, the Superintendent may require a doctor's statement that the Employee may not return to work. Failure to provide such a statement will justify immediate withdrawal of permission to continue to draw days from the sick leave pool. The Employee may be required to obtain a second statement from a doctor acceptable to the Board. The requesting party will pay for the second statement. An Employee does not accrue sick time while on sick leave pool.

D. Repayment. The Employee need not repay the pool for any days he/she has drawn from it. Application to draw from the pool must be renewed bi-weekly.

E. Restoration. When the pool falls below twenty-five (25) days, each employee will contribute one (1) additional day of sick leave to be pro-rated for part-time employees. If the employee does not have a sick day, it will be taken as soon as a sick day is earned.

Upon request, the Employer shall provide the Chapter Chairperson with an accounting report of the sick leave pool. This report will include credits, debits, balance, along with the names of those Employees who have contributed or withdrawn days from the pool.

F. Termination. Benefits will continue at board expense only while the employee is eligible and using sick pool days.

## **Article XIV. LEAVES OF ABSENCE**

A. Authorized - With Pay.

1. Sick Leave

- a. At the beginning of each month, every eligible employee may earn one (1) sick leave days. 10-month employees are not eligible to earn sick leave days in July and August. An Employee hired after the beginning of the school year, obtaining a leave, or quitting prior to the end of the school year shall have sick leave days pro-rated.
- b. All Sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year provided, however, it shall not result in exceeding the ninety (90) day maximum for sick leave accumulation.
- c. Criteria for utilization of sick leave days shall be:
  - i. Personal illness, injury or quarantine.

- ii. Serious illness in the employee's immediate family, i.e., husband, wife, child, father or mother.
  - d. The Employee shall notify the administration of his/her impending absence stating the nature of absence (illness) and where he/she may be contacted during the day. Each Employee shall give such notification prior to his/her scheduled on-the-job starting time.
  - e. The Employee may be required by the Superintendent to give a written, signed statement indicating the nature of the illness or injury for such absence when reporting to work on the first working day following his/her absence. The employee may also be required by the superintendent to give a written, signed statement from the employee's physician indicating the nature of the illness or injury when reporting to work in the first working day following his/her absence of three (3) or more working days. Failure to comply with such a request can result in the withholding of pay for such leave days.
  - f. Accumulated sick leave time shall terminate upon severance of employment.
2. Incremental Time Off ("ITO") –
- a. A 10 month employee may be granted three (3) days per year of incremental time off (ito). A 12 month employee may be granted eight (8) days per year (nine (9) days for employees hired prior to 9/21/1990) of incremental time off (ito).
  - b. For approval, the request for ito must be made three (3) days prior to the date being requested. Ito may not be used the day before or after a recognized holiday if the absence cannot be covered.
  - c. School year usage: the time requested can be used in increments of one-quarter (1/4) of a day.
  - d. Summer usage: one day actually taken in the summer will count as three-quarters (3/4) of a day.
  - e. Ito not used by the end of the school year will be paid to the employee on the first payroll in the next school year.
3. Jury Duty
- a. An Employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of regular compensation not including overtime he/she would otherwise have earned by working on that day and the daily jury fee paid by the court, not including travel allowances or reimbursement of expenses for each day on which he/she reports for or performs such jury duty on which he/she would otherwise have been scheduled to work.
  - b. An Employee who is subpoenaed shall be released from regular duties without loss of compensation to appear in court as a witness in any case connected with

the Employee's employment or in cases to which the agency is involved with the exception of the following: (1) cases in which the employee or the union are opposing the agency, and (2) any case in which the employee is a defendant and the employee is found to be liable or not acquitted.”

#### 4. Bereavement Leave.

- a. When death occurs in a non-probationary Employee's immediate family, i.e., spouse, parent, grandparent, parent of current spouse, child, brother, sister, the Employee, on request, will be excused for the first five (5) normally scheduled working days immediately following the date of death provided he/she attends the funeral, or if the funeral is scheduled at a later date, but not more than 30 days after the death, the Employee, on request, will be excused for up to two (2) normally scheduled working days to attend the funeral.

When death occurs in a part-time, non-probationary Employee's immediate family, i.e., spouse, parent, grandparent, parent of current spouse, child, brother, sister, the Employee, on request, will be excused for the first three (3) normally scheduled working days immediately following the date of death provided he/she attends the funeral, or if the funeral is scheduled at a later date, but not more than 30 days after the death, the Employee, on request, will be excused for up to one (1) normally scheduled working days to attend the funeral.

- b. A non-probationary Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, stepchild, or grandchild. Two (2) additional days may be granted for stepchild or grandchild, at the discretion of the Coordinator.
- c. A part-time, non-probationary Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, stepchild, or grandchild.
- d. An Employee excused from work under this Section shall, after making written application, receive the amount of wages he/she would have earned by working during the straight-time hours on such scheduled days of work for which he/she is excused provided he/she attends the funeral. Payment shall be made at the Employee's rate of pay, not including premiums, as of his/her last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

#### 5. Leave Time for Work-Related Injuries.

- a. On the day a work related injury occurs (including the first day lice is found on an Employee when it is also present on a student in his/her classroom), when authorized to leave work early to receive medical attention/treatment, an Employee will not lose pay or have to use sick/personal time for that portion of the day lost.

B. Authorized - Without Pay.

1. General Provisions. The Employer may grant Employees who have met certain criteria for procedures, as outlined below, leaves of absence without pay.
  - a. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
  - b. The decision of the Employer as to whether such leave shall be granted is final and not subject to the grievance procedure.
  - c. An Employee returning on schedule from an approved leave of absence of ninety (90) days or less shall be returned to the position he/she held prior to the scheduled leave.

Employees who are granted leaves of absence exceeding ninety (90) days will be reinstated upon notification of intent to return as soon as positions for which they are qualified are available.

The right to reinstatement is subject to the ARTICLE 11 - "Reduction and Recall" of this Agreement.

- d. Conditions. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue; Medical, Dental and Life insurances shall not accrue; sick leave and annual leave days shall not accrue (but unused sick leave and annual leave days held at the start of the leave shall be reinstated upon return); Personal Business Days shall not accrue and will be prorated; time spent on an unpaid leave will not be added to the Employees' seniority. No Employee on leave without pay shall receive pay for any holiday which occurs during his/her leave. Requests for unpaid leaves shall be in writing to the Assistant Superintendent of Human Resources and must have prior written approval before becoming effective.
    - i. At the termination of a leave, if an Employee does not return and/or no extension is granted, the Employee's removal and termination of employment becomes automatic.
    - ii. The Employee must notify the Board in writing of his/her intention to return from such leave at least twenty (20) working days prior to the end of such leave. Failure to comply with the notification shall constitute voluntary Employee resignation from Board employment.
2. Military Leave.
    - a. Veterans. The reinstatement rights of veterans will be in accordance with applicable laws in effect on the date of this Agreement.



- b. Leave of Absence for Veterans. Veterans who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
3. Leaves of absence for periods not to exceed one (1) year subject to renewal at the will of the Board will be granted without loss of seniority for the purpose of serving in any elected or appointed position, public or Union, except if the person is elected to the Michigan Legislature.
4. Summer Leave. A summer leave is an unpaid leave of absence beginning on the last day of the school year and ending on the day prior to the day on which operations resume for 10-month Employees.

A 12-month Employee may apply for a summer leave upon completion of three (3) years of satisfactory employment by the Agency. Such application must be made in writing to the Assistant Superintendent for Human Resources not later than February 1. Not more than two (2) Employees may be granted a summer leave for the same summer. If more than two (2) Employees apply for summer leave for the same summer, selection will be based upon the following criteria: (1) work record, (2) prior summer leave use, (3) seniority, and (4) current assignment (two (2) Employees from the same classroom may not be granted concurrent leaves). Any Employee who receives a summer leave shall be returned to the position he/she held prior to the scheduled leave.

5. Medical/Disability Leave

An employee who receives a written medical authorization to refrain from work for at least two (2) weeks (after exhaustion of sick time) due to a disability will be placed on a medical/disability leave of absence without pay.

- a. No other contractual benefits, including seniority, shall accrue. Employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.
- b. An Employee requiring an extension of the medical/disability leave beyond the first year may be placed on an additional leave for a period of up to one (1) year. The employee shall be entitled to reinstatement to the first available position for which the employee is qualified, subject first to the provisions of the current collective bargaining agreement.
- c. An employee may make written application to the Superintendent for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.
- d. If the Employee does not return to work within one year from the date the unpaid leave commenced, this shall conclusively constitute the employee's resignation from employment unless the employee has applied for an extension of the leave and the board, in its discretion, granted the leave extension request.

- e. No employee shall absent himself from duty without approval of the principal/coordinator or his/her designee.
  - f. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.
6. Workers' Compensation Leave.

An Employee who receives a written medical authorization to refrain from work for at least two (2) weeks due to a work-related disability will be placed on a worker's compensation leave of absence without pay.

- a. Employees who are receiving weekly workers' compensation benefits as the result of a duty-incurred disability, on worker's compensation leave may retain their health insurance, dental insurance, and life insurance for up to one year from the date of the injury. No other contractual benefits, except bargaining unit seniority, shall accrue. During this period, Employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.
  - b. An Employee requiring an extension of the worker's compensation leave beyond the first year will be placed on an additional leave for a period of up to one (1) year. No contractual benefits, except bargaining unit seniority, shall accrue except for salary payments as provided by worker's comp. Health insurance, dental insurance and life insurance may be continued by the Employee on a contributory basis provided it is approved by the carrier. The Employee shall be entitled to reinstatement to the first available position for which the Employee is qualified, subject first to the provisions of the current collective bargaining agreement.
  - c. An Employee may make written application to the Superintendent for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.
  - d. If the Employee does not return to work within two years from the date of injury leave, he/she shall be considered a voluntary quit unless the Employee has applied for an extension of the leave and the Board in its discretion granted the leave extension request.
  - e. No Employee shall absent him/herself from duty without approval of the Director or his/her designee.
  - f. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.
7. Child Care Leave. An employee desiring unpaid childcare leave shall submit a written request for such leave in accordance with the following provisions:

- a. Upon written request, a full time Employee who has been employed by the district for at least twelve (12) months will be granted a leave of absence without pay of up to one (1) year for the purpose of child birth and child care, including adoption or placement of a child in foster care. Such request must be made at least four (4) weeks prior to commencement of the leave. If an Employee fails to make a timely request for such a leave, he/she may lose his/her eligibility for a Child Care Leave. Said request must include a beginning date and an ending date.
  - b. If an Employee does not begin his/her Child Care Leave as scheduled, the Board may cancel the leave.
  - c. If an Employee does not return from a Child Care Leave as scheduled, he/she may be required to remain off work for the remainder of the ~~school-year~~ semester. Employees returning on time from a Child Care Leave of 90 days or less shall be returned to the position he/she held prior to the leave. An Employee on a childcare leave exceeding 90 days is entitled to reinstatement to the first available position for which the employee is qualified and able to perform essential functions of the job.
  - d. An Employee who is granted a Child Care Leave may retain health care, dental care and life insurance benefits for the first twelve (12) weeks of his/her leave at Board expense and thereafter at his/her expense. No other benefits or seniority will be earned during the leave.
8. Short-Term Leaves. When approved by the, Director short-term leaves without pay may be granted for a maximum of five (5) contract days per year:
- a. Personal leave which could not be arranged at any other time or for which the Agency feels no responsibility.
  - b. Employees granted short-term leave shall retain their medical insurance coverage at Board expense.

Any Employee who receives a short-term leave shall be returned to the position he/she held prior to the scheduled leave.

## Article XV. HOLIDAYS

- A. Holidays. Employees will be paid at regular straight-time rates for the following holidays: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and either the day before Christmas or the day after, New Year's Day and either the day before New Year's Day or the day after, Good Friday, and Memorial Day. To be eligible for pay for any given holiday, the Employee must work the scheduled working day before and the next scheduled working day after the holiday, or have administrative approval for annual leave time, personal business time, be in attendance at an approved funeral, or be hospitalized.
- B. Holiday Falling on Saturday or Sunday. Should a holiday fall on a Saturday or Sunday, either the Friday before or the Monday after will be considered as the holiday. Actual days off for holidays will be determined by action of the Board.

## Article XVI. WORKING CONDITIONS, HOURS AND OVERTIME

- A. Copies of LESA program calendars will be available on the LESA website.
- B. The regular work week of all Employees shall consist of a thirty (30) hour week to be worked in five six (6) hour days, exclusive of Employee lunch periods. This provision does not constitute either a guaranteed minimum or maximum workday or work week.
- C. Time and one-half (1-1/2) the Employee's regular straight-time hourly rate shall be paid for all required hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, but there shall be no pyramiding. All overtime hours must have prior administrative approval.
- D. Except for paid bereavement leave credit toward seniority, leave accruals and overtime shall be given for all time worked and paid for as well as time paid for all paid leaves and paid holidays.
- E. A premium rate of double-time the Employee's regular straight-time hourly rate shall be paid for required work on Sundays and holidays.
- F. An Employee who is called back to work due to some emergency after having completed his scheduled workday shall receive a minimum of three (3) hours' work or pay. This provision shall not apply to hours worked beyond a scheduled day where such hours are continuous or where the Employee has not left the premises.
- G. Except in emergencies and during field trips, when overtime is required, it shall be rotated among the Employees who work in the same kind of component, provided, however, the Employee is able to perform the overtime work.
- H. An Employee who refuses overtime shall not be given another opportunity to work overtime until all of the other Employees in his/her classification shall have had an opportunity to work overtime.
- I. If all the Employees on the list refuse to work the overtime, the Board may require the overtime to be worked by the Employee(s) with the least seniority in the classification.
- J. Records of overtime worked shall be posted on the bulletin board and kept current.
- K. Lunch Periods. The lunch period shall be one-half (½) hour unless mutually agreed to otherwise.
- L. Employees shall receive one 15-minute rest break daily. Rest breaks shall be scheduled by the Employer.
- M. In the event that the teacher is absent for a full day and a substitute teacher cannot be secured, a teacher assistant in the classroom will be asked by the coordinator to assume a lead role with an additional compensation of \$20 for the day.
- N. Suspension of Operations Before 6:30 A.M.

1. Should inclement weather exist, every reasonable effort will be made to determine by 6:30 A.M. whether or not Agency operations will be suspended for the day. If such a decision is made before 6:30 A.M., it will be transmitted over WHMI (93.5 FM).

An announcement that LESA is closed means that the office and programs are closed. An announcement that LESA is open but no buses means that the office is open but no programs are operating. LESA classroom programs may be closed while the office remains open.

2. If no such announcement is made, all Employees are expected to report for work as scheduled.
3. If an Employee is unable or unwilling to appear for work as defined in Paragraph 2 above, he/she will be charged for the time lost over the interval beginning at the time he/she would have been scheduled to begin work and ending at one of the following three times, whichever occurs first: (1) the time he/ she would have finished his/her scheduled work, (2) the time the Agency closes on that day, or (3) the time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Agency to close or advises the public in the Employee's home area to drive only in an emergency. (This provision does not apply to Employees who are reasonably delayed in getting to work because of inclement weather.)

- O. Suspensions of Operations After 6:30 A.M.: In the event that inclement weather should cause a decision to close the Agency after 6:30 A.M., the Employer will try to notify all Employees of the decision immediately. Employees must see to it that any children in their care are returned to Teachers or Administrative Staff responsible for them before leaving work.
- P. Loss of Pupil Instruction Days. In the event Michigan law prohibits the Agency from counting certain hours as needed hours of pupil instruction because those hours were missed due to conditions beyond the control of school authorities (i.e., hours when school is missed due to inclement weather), then Employees shall not be paid for those hours and the Agency shall reschedule those hours. Employees shall be paid for working on the rescheduled hours.
- Q. Ten-month Employees who have submitted a written request to work as a substitute over the summer will be given the priority to work if they are available to work for the entire period the position is to be without the regular Employee. They will not accrue benefits and will be paid at the substitute rate except as noted below. The Employer's selection and assignment from those requesting work is final.

Summer Rate: Any Employee covered under the collective bargaining agreement who replaces a 12-month Employee on summer leave will receive their regular rate of pay.

- R. Employees will receive training as needed for handling medically fragile or aggressive students in their classroom. Staff may be required to perform specialized procedures with proper training. If an Employee feels that the training is not sufficient, he/she may request a special conference.

- S. Evaluation. Employees shall be evaluated at least once annually. Any revision of the current process or instrument will be developed jointly.

## **Article XVII. MISCELLANEOUS PROVISIONS**

- A. Entire Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements were arrived at by the parties after the exercise of the rights and opportunity as set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. Severability. If any provisions of this Agreement or any application of the Agreement to any Employee shall be found contrary to laws, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. Distribution of Agreement. The Employer agrees to make available to each Employee a copy of this Agreement and to provide a copy of the same Agreement to all new Employees entering the employment of the Employer.

## **Article XVIII. NON-DISCRIMINATION**

It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, disability or sex, as required by law.

**Article XIX. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2011 and shall continue in full force and effect until 11:59 P.M., June 30, 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above

LIVINGSTON EDUCATIONAL  
TEACHER ASSISTANTS CHAPTER OF  
LOCAL UNION 2652, COUNCIL 25,  
AFSCME, AFL-CIO

By: Sharon Donohue 11/21/11  
Sharon Donohue  
Staff Representative

By: S. Kley  
Susan Kley  
Chairperson

By: Carol Hughes  
Carol Hughes

By: Linda Rosenbaum 11/21/11  
Linda Rosenbaum

By: Dee Ann Allen 11/21/11

BOARD OF EDUCATION  
LIVINGSTON EDUCATIONAL  
SERVICE AGENCY

By: Julie Hill  
Julie Hill  
President, LESA Board of Education

By: David Campbell  
David Campbell  
Superintendent

By: R. Michael Hubert  
R. Michael Hubert  
Deputy Superintendent

By: Dawn Bentley  
Dawn Bentley  
Executive Director, Special Education

By: Kris Ressegule  
Kris Ressegule  
Director, Special Education

## APPENDIX A

1. Wages. Employee hourly wage rates are according to the following scales:

| <b>2011 - 2014 TEACHER ASSISTANTS - HOURLY RATES</b> |          |           |           |           |           |           |           |           |           |
|--|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | <b>P</b> | <b>01</b> | <b>02</b> | <b>03</b> | <b>04</b> | <b>05</b> | <b>06</b> | <b>07</b> | <b>08</b> |
| A3   | 13.21    | 13.72     | 14.40     | 15.13     | 15.93     | 16.74     | 17.58     | 17.58     | 18.10     |
| A2   | 12.91    | 13.45     | 14.11     | 14.84     | 15.60     | 16.38     | 17.20     | 17.20     | 17.70     |

Should the Board provide a wage increase greater than 1% for another recognized bargaining group that is not directly attributable to a concession, the wage scale shall be modified as of such date.

2. An annual salary will be determined for each Employee based on his/her hourly rate, allowed holidays and scheduled overtime. If an Employee becomes ineligible for holiday pay or does not work his/her scheduled overtime, his/her pay will be adjusted accordingly.

A Teacher Assistant shall have his/her salary paid over twelve (12) months.

Subject to IRS rules or laws, a Teacher Assistant may request to receive the unpaid balance of his/her contract with the last pay of his/her contract year. Such a request must be made in writing to the Assistant Superintendent for Finance on or before August 31<sup>st</sup> of the contract year.

3. Increments. To go into effect on the anniversary of Employee's seniority date. For employees hired after July 1, 2008: Employees hired before December 31st shall advance to the next increment at the beginning of the next school year and then at the beginning of each school year thereafter. Employees hired after December 31st shall not advance to the next increment until the beginning of the school year immediately following twelve months from their hire date and then at the beginning of each school year thereafter.
4. Longevity. Teacher assistants with fifteen (15) through twenty (20) years of consecutive service with the Agency on September 30 of any school year will receive an additional \$400. Teacher Assistants with twenty (20) years or more of service within the Agency on September 30 of any given school year will receive an additional \$500.
5. Step 8. Any Employee who has eight (8) years of seniority on September 30 of any year (beginning 2000) shall be placed on a step 8 which is 3% greater than Step 6.
6. Employee Substitutes. During the 10-month year, part-time Employees who are approved to work during their nonscheduled time will be paid at their regular rate.



## APPENDIX B

### AUTHORIZATION FORM

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

( ) An amount established by the Union as monthly dues,

or

( ) An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO, in behalf of Local #\_\_\_\_\_.

By: \_\_\_\_\_  
Print Last Name      First Name      Middle Name

\_\_\_\_\_  
Address      Zip Code      Telephone

\_\_\_\_\_  
Department      Classification

\_\_\_\_\_  
Signature      Date

## APPENDIX C

The information below has been paraphrased from insurance company literature and insurance policies held by the Agency when this Agreement was negotiated. It does not constitute a guarantee of protection; it is intended to show in general terms the nature and extent of professional liability insurance protection afforded each Employee by the Agency:

1. A comprehensive general liability policy which will pay on behalf of the Employee all sums which the Employee shall become legally obligated to pay as damaged because of bodily injury or property damage, up to a maximum limit of \$1,000,000/year.
2. A policy which will cover the Employee for personal injury with a maximum limit of \$1,000,000/year. Personal injury includes: (A) false arrest, detention or imprisonment, (B) libel, slander, defamation or violation of right of privacy, (C) wrongful entry or eviction or other invasion or right of privacy.
3. A policy to protect the Employee with respect to bodily injury or property damage arising from his/her acts or omissions in connection with employment in the Agency as an Employee, with a maximum limit of \$1,000,000/year.

## LETTER OF AGREEMENT

As of February 3, 2000, both the Union and LESA agree that only one specialized teacher assistant position exists within the bargaining unit. LESA will notify the Chapter Chair of the need and unique qualifications required prior to the posting of additional positions.