

MASTER AGREEMENT

between

LUDINGTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
(LESPA/MESPA)

and

LUDINGTON BOARD OF EDUCATION  
LUDINGTON AREA SCHOOL DISTRICT  
LUDINGTON, MICHIGAN 49431

2018 - 2019

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## AGREEMENT

THIS AGREEMENT is by and between the LUDINGTON AREA SCHOOLS, (hereinafter referred to as (the "Employer")) and the LUDINGTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, LESPA (hereinafter referred to as (the "Association")).

### ARTICLE 1 RECOGNITION

#### Section 1.1 Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, MCL 423.201, et seq. (PERA), as amended, the Employer recognizes the Association as the exclusive bargaining representative of all employees of the Employer included in the bargaining unit described below:

INCLUDED: All full-time and regular part-time office personnel, aides, food service employees, maintenance workers, mechanics, bus drivers, and bargaining unit substitutes.

EXCLUDED: The Secretary to the Superintendent, Secretary to the Director of Business Services, confidential employees, non-bargaining unit substitutes, temporary and irregular personnel, supervisors, and all other employees.

#### Definitions

- a. Regular School Year Employee: An employee who works on average less than 30 hours per week, per the District's PPACA Measurement Period.
- b. Regular Part-time Employee: An employee regularly scheduled to work less than 35 hours per week.
- c. Regular Full Year Employee: An employee regularly scheduled to work 52 weeks per year.
- d. Bargaining Unit Substitute: A bargaining unit member who has already been awarded a posted permanent LESPA position, but is substituting in another position within the bargaining unit where the absent employee has a return right to that position.

- e. Non-Bargaining Unit Substitute: A non-bargaining unit employee who is occupying a position during the process of filling a vacancy or who is substituting for a bargaining unit member who is absent and has a return right to the position.
- f. Except as authorized in section e. above, non-bargaining unit substitutes shall not be assigned any hours when regular bargaining unit members are available and willing to do the work. For example, if one additional person is required to help take down the bleachers, this work would be offered to a regular Union employee before being offered to a non-unit substitute.

**ARTICLE 2**  
**CONTINUITY OF OPERATIONS**

**Section 2.1**  
**No Lockout**

The Employer agrees that neither it nor its administration, nor any person acting on its behalf will cause, authorize, or support any lockout (i.e., the concerted failure to allow employees to report for work or send them home thereafter). It shall not be considered a lockout if any portion of the Ludington Area Schools' work force are on strike and bargaining unit employees are directed not to report.

**ARTICLE 3**  
**SPECIAL CONFERENCES**

**Section 3.1**  
**Special Conferences**

- a. Special conferences may be arranged between the Association representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those indicated in the agenda. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose time or pay from their regular schedule for time spent in such special conferences. This meeting may be attended by non-employee representatives of the Association and Employer. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time, if the Association is the party who requests the special meeting.
- b. The Association representatives may meet on the Employer's property preceding the conference.

**Section 3.2**  
**Special Meetings**

The Employer and the Association shall, from time to time, schedule meetings between employees and supervisors, the purpose of which will be discussion of job related concerns of either party. Any meeting of this type must include the Superintendent or his/her designee.

**ARTICLE 4**  
**GRIEVANCE & ARBITRATION PROCEDURE**

**Section 4.1**  
**Grievance Definition**

A grievance shall be a complaint by an employee or the Association concerning the application and interpretation of this Agreement.

It is expressly understood that the following matters are not subject to the grievance procedure:

- a. Any matter involving the discipline (including termination) of probationary or substitute employees.
- b. Any matter for which there is an administrative procedure available for seeking remedy under state or federal law (i.e., Wage and Hour, MERC, EEOC, etc.) where a complaint has been filed.
- c. Any matter involving the content of employee evaluations unless the evaluation leads to the issuance of discipline.

**Section 4.2**  
**Grievance Procedure**

All grievances shall be processed in the following manner:

- a. Step 1, Verbal Procedure. The grievance shall be taken up by conference between the employee and/or the Association and the employee's immediate supervisor with the employee's Association representative, if requested by the employee, provided however, that all grievances must be brought to the Employer's attention within ten (10) working days from the date of the occurrence which gave rise to the grievance or the employee's or Association's first knowledge thereof.

The immediate supervisor shall give his or her answer within five (5) working days after receipt of the grievance.

- b. Step 2, Written Procedure. If the grievance is not satisfactorily settled by the Step 1 procedure, the answer of the immediate supervisor may be appealed by the employee by reducing the grievance to writing and submitting it to the Director of Business

Services within five (5) working days after the immediate supervisor's response. The Director of Business Services shall give his/her response to the grievance within five (5) working days after receipt.

All written grievances shall be reduced to writing on a form provided in accordance with the following:

- (a) It must be signed by the grievant(s) or the Association.
  - (b) It must contain a synopsis of the facts giving rise to the alleged violation.
  - (c) It must quote the Articles and/or Sections of the contract alleged to have been violated.
  - (d) It must contain the date(s) of the alleged violation.
  - (e) It must specify the relief requested.
  - (f) It must be signed and dated by the Employer and Association representatives upon receipt.
  - (g) The Employer representative must give a written answer to any written grievances presented.
- c. Step 3. If the grievance is not satisfactorily settled by the Step 2 procedure, the answer of the Director of Business Services may be appealed by the employee by presenting the grievance to the Superintendent or his/her secretary within five (5) working days after the receipt of the Director of Business Services' response. Upon receipt of the grievance, a meeting shall be scheduled and held within ten (10) working days between the Superintendent and Association representatives to discuss the grievance. Either party may have non-employee representatives present if desired. The Superintendent shall give his/her answer in writing to the Association President or Vice-President within five (5) working days after such meeting.
- d. Step 4. If the grievance is not satisfactorily settled by the Step 3 procedure, the answer of the Superintendent of Schools may be appealed by the Employee submitting the grievance to the Secretary of the Board of Education within five (5) working days after receipt of the Superintendent's of Schools' response. Upon receipt of the grievance, a meeting shall be scheduled and held within fifteen (15) working days between the Board of Education and the Association to discuss the grievance.

The Board of Education shall respond in writing to the Association President or Vice-President within five (5) working days after the meeting.

**Section 4.3**  
**Group Or Unit Grievances**

Alleged violations of this Agreement which affect a group of employees or the bargaining unit as a whole, may be the subject of a grievance filed by the Association and such grievance shall be initiated at Step 3 of the grievance procedure.

**Section 4.4**  
**Mediation**

After an arbitration demand has been submitted, either party may request the grievance be mediated through the mediation procedures available through the Michigan Employment Relations Commission. A request for mediation will not in any way serve to delay or stop the processing of the case to arbitration.

**Section 4.5**  
**Arbitration Request**

The Association may request arbitration of any unresolved grievance by filing a Demand to Arbitrate with the American Association of Arbitrators within thirty (30) calendar days after receipt of the Board's response in Step 4.

**Section 4.6**  
**Time Limits**

All grievances must be processed within the time limits established in the grievance procedure, provided however, that the time limits may be extended by mutual written agreement between the Employer and the Association. If the time limits and the steps of the grievance procedure are not followed by the Association, the grievance shall be considered resolved and terminated in accordance with the Employer's last answer.

**Section 4.7**  
**Selection of Arbitrator**

Upon receipt of the written request to arbitrate a grievance, a panel of arbitrators shall be obtained from the American Arbitration Association and an arbitrator shall be selected and the proceedings held in accordance with the rules of the American Arbitration Association, unless the parties mutually agree to obtain an arbitrator from the Michigan Employment Relations Commission. The fees and services of the arbitrator and the arbitration proceedings shall be shared equally by the Employer and the Association, except that each party shall assume its own expenses.

**Section 4.8**  
**Arbitration Hearing**

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Association may select one (1) representative employee to attend

the hearing. Any employee called as a witness shall be excused from the hearing after his/her testimony is completed. Any employee called as a witness, whether by the Employer or the Association, shall make himself/herself available to present testimony and to submit such evidence as is relevant to the arbitration.

**Section 4.9**  
**Arbitrator's Jurisdiction**

The arbitrator's decision shall be based on the express terms and conditions of this Agreement. He/she shall not have authority to rule upon the exercise of the Employer's rights as provided herein and by law except to the extent that such rights have been expressly limited or delineated by the express terms and provisions of the Agreement. The Arbitrator's decision shall be final and binding upon the Employer, Association, and employees. However, both parties reserve the right to judicial review of the decision where such was in excess of the arbitrator's jurisdiction or was contrary to law.

**Section 4.10**  
**Lost Time**

An employee who in the administration of this Agreement must attend a meeting with representative of the Employer during his/her regular work schedule, shall be compensated at his/her regular rate for such time lost from his/her regular work schedule.

**Section 4.11**  
**Back Pay**

Any award issued by an arbitrator in accordance with this Agreement, where back pay is ordered, shall be reduced in an amount equal to any interim earnings received by the employee. Interim earnings shall include any wages or compensation received in other employment which conflicts with the employee's work schedule with the District, unemployment or workers compensation payments, but it shall not include wages or earnings that the employee would have otherwise received had the employee continued to be employed by the Employer. In no event shall back pay exceed the amount the employee would have received had the employee's employment with the Employer continued.

**ARTICLE 5**  
**HOURS OF WORK**

**Section 5.1**  
**Schedules**

The Employer reserves the right to establish and change hours of work and work schedules for employees covered by this Agreement. One week's advance notice shall be given prior to such change becoming effective. Notice shall not be required in regard to part-time employees.

- a. Full-time Office Personnel normal workday shall be at least eight (8) hours per day



and forty (40) hours per week, Monday through Friday. Mutual agreement or twenty-four (24) hour notice is necessary when assigning additional time.

Full-time Office Personnel will be expected to work twelve (12) days before the first day of school and twelve (12) days after the last day of school. Additional work time may be assigned by mutual consent during the winter and spring recess periods.

Part-time employees shall work less than six (6) hours per day on average per the District's PPACA Measurement Period, and thirty (30) hours per week. The normal workday or workweek shall not constitute a guarantee of work.

- (1) Full-time employees shall receive one (1) hour off without pay for lunch and a fifteen (15) minute rest period with pay in each half of their regular shift as scheduled by the Employer.

Part-time employees who work at least three (3) consecutive hours shall receive one (1) fifteen (15) minute rest period with pay. Part-time employees who work at least five (5) consecutive hours may receive an unpaid lunch of at least thirty (30) minutes but not to exceed one (1) hour and thirty (30) minutes in duration.

- (2) Full-time employees called back to work after the end of their regular shift shall receive a guarantee of three (3) hours' work or pay at the rate of time and one-half (1-1/2).

Additional work time in the Food Service Department, beyond regularly scheduled hours of work, shall be logged by use of a chart and will be assigned by the Supervisor on a rotation basis. The Supervisor will share his/her assignments with the Union designated person. The Union designated person will be able to check with any employee to insure that the chart is correct. Additional work time that is refused will be charged against the employee on the chart for the purpose of balancing additional work time beyond regularly scheduled hours. Twice a year, the rotational system will be suspended to allow employees with fewer additional work hours to reach the maximum number of additional hours worked by any employee on the chart. The rotation system will be resumed when all employees are within five (5) hours of the employee credited with the maximum number of additional hours.

- b. Full-time Mechanics' and Maintenance Workers' normal workday shall be eight (8) hours per day and forty (40) hours per week as scheduled by the Employer. The normal workday or workweek shall not constitute a guarantee of work.

- (1) Full-time employees shall receive one (1) hour off without pay for lunch. When school is not in session, full-time employees shall receive one-half (1/2) hour without pay for lunch. On the night shift during the school year,

full-time employees shall receive one-half (1/2) hour paid lunch.

- c. The one-week advance notice for changes in schedules and hours of work need not be given in case of emergencies, Acts of God, or situations beyond the control of the Employer.

**Section 5.2**  
**Premium Pay**

- a. All employees, except Bus Drivers when driving a bus, shall receive time and one-half (1-1/2) their regular rate of pay for all pre-approved work performed:

- (1) In excess of eight (8) hours in one day.
- (2) On Saturday and Sunday.
- (3) On recognized holidays as set forth in this Agreement.

(Pre-approval shall not be necessary in times of emergency or in maintenance work assigned during the normal day which must be completed before the start of the next school day).

Bus Drivers\* shall receive time and one-half (1-1/2) their regular rate of pay in the following circumstances:

- (1) In excess of forty (40) hours in one (1) week.
- (2) On Sundays and recognized holidays as set forth in this Agreement.
- (3) On Saturdays when another member of LESPA (on the same trip) is scheduled to receive time and one-half (1-1/2) their regular rate of pay.

\* (It is mutually agreed that if a Bus Driver is assigned non-driving duties on a Saturday that the rate of pay shall be one and one-half (1-1/2) their regular rate of pay.)

Where an employee's schedule incorporates a Saturday or Sunday as part of the employee's regular work week, premium pay for Saturday and Sunday will be issued on the sixth and seventh day of the employee's work week. In the event a position is realigned to incorporate a Saturday or Sunday, it will be posted as a vacancy. In the event no qualified employee applies, it will be assigned to the least senior employee in the affected classification.

- b. Saturday and Sunday building checks may be assigned to individuals in the maintenance classification if not performed by contracted services or done by other means. Maintenance employees shall receive fifteen dollars (\$15.00) for building

checks and twenty-five dollars (\$25.00) per day for duty on elections, if needed.

**ARTICLE 6**  
**COMPENSATION**

**Section 6.1**  
**Rates of Pay**

The following hourly rates of pay are established for the classifications indicated below and unless restricted by law, will be effective the first pay period on or after the date indicated:

**CLASSIFICATIONS**

- 1 ADMINISTRATIVE ASSISTANTS
- 2 BUILDING GENERAL SECRETARIES
- 3 TELEPHONE OPERATOR, LUNCH CLERK, ACCOUNTS PAYABLE CLERK
- 4 ASSISTANT COOK
- 5 MAINTENANCE
- 6 FOOD SERVICE AID
- 7 AIDE
- 8 BUS DRIVER
- 9 MECHANIC
- 10 HEAD MECHANIC

The Secretarial Classifications denoted #1, #2, and #3 in Article 6.1 of the master Agreement are to be considered one classification and seniority in one is to be considered seniority in all.

**2018/2019**  
**CLASSIFICATION**

Classification	AFTER						
	Start	1-Year	2-Year	3-Year	4-Year	10-Year	15-Year
1	\$ 13.68	\$ 14.34	\$ 14.62	\$ 15.27	\$ 16.45	\$ 16.77	\$ 17.12
2	\$ 12.20	\$ 12.91	\$ 13.33	\$ 14.07	\$ 15.15	\$ 15.43	\$ 15.74
3	\$ 12.20	\$ 12.91	\$ 13.33	\$ 14.07	\$ 15.15	\$ 15.43	\$ 15.74
4	\$ 10.83	\$ 11.55	\$ 11.97	\$ 12.78	\$ 13.67	\$ 13.95	\$ 14.23

5	\$ 15.66	\$ 16.12	\$ 16.56	\$ 17.02	\$ 17.82	\$ 18.29	\$ 18.66
6	\$ 10.82	\$ 11.35	\$ 11.58	\$ 11.80	\$ 12.14	\$ 12.38	\$ 12.63
7	\$ 10.82	\$ 11.35	\$ 11.58	\$ 11.80	\$ 12.14	\$ 12.38	\$ 12.63
8	\$ 15.66	\$ 16.12	\$ 16.56	\$ 17.02	\$ 17.82	\$ 18.29	\$ 18.66
9	\$ 15.66	\$ 16.12	\$ 16.56	\$ 17.02	\$ 17.82	\$ 18.29	\$ 18.66
10	\$ 16.69	\$ 17.02	\$ 17.60	\$ 18.05	\$ 18.87	\$ 19.34	\$ 19.73

**Section 6.2**  
**Maintenance Premium**

Employees classified as a Maintenance Employee shall receive an additional yearly premium of \$1,200.00.

**Section 6.3**  
**Longevity**

All full-time employees in Classifications 1 and 2 above shall receive, as of July 1 of each year, a longevity bonus in the amount of fifty dollars (\$50.00) for each year of continuous service in the bargaining unit up to twenty-four (24) years with a maximum benefit of One Thousand Two Hundred Dollars (\$1,200.00). In the year of retirement the longevity payout will be prorated by the number of days worked (includes sick/personal days) relative to the total school year days assigned.

**Section 6.4**  
**Professional Development**

A professional development increment of \$0.30 per hour will be paid to instructional aides who work in Title I or At-Risk student instructional positions, for the time performing duties specified in the job description. When these duties are not allowable Title activities (i.e., testing), this professional development increment will be paid for At-Risk/Title-assigned hours for a regular instruction day, but coded as regular non-federal student supervision. Absences are to be paid as a regularly assigned instruction day. Additionally, as of July 1, 2012 these positions require training as specified below, and only aides who have successfully completed the prescribed training will be qualified to bump or otherwise step into positions which require such training, and whose assigned hours are for At-Risk and Title I duties combined is greater than 2.75 hours per day.

Food service personnel who are required to take the ServSafe training will be eligible for this increment for the time they are performing food service duties. Aides performing food service duties as a part of their assignment, who are required to complete hours of continuing education, will be eligible for a \$0.20 per hour increment for the time that they are performing these duties.

Personnel who do not obtain, or fail to maintain their state/federal professional standards accreditation will not be eligible for this increment, and will lose their seniority in all classifications as of the end of the current school year.

The District must offer this training to aides on an ongoing basis, and all training must be offered

within a three-year window. Only training in-services previously posted in the Weekly Bulletin are to be considered as prerequisite for filling a position. Otherwise, the training will not be considered prerequisite until such training is again offered, and properly posted in the Weekly Bulletin.

The District will assume the cost of the in-services only, except that in the case of in-services being offered during a scheduled school day, the aides may be allowed to arrange for a substitute and be paid her/his regular daily assigned wages. Any section in the contract allowing for other reimbursement is not applicable here.

Conference attendance during school days is subject to principal approval. Such approval will be based solely upon room at the in-service, and whether there are more than three (3) aides from that building already going. In the event that an employee is not allowed to attend a training per the above scenario, that specific training cannot be held against the employee in case of a bump or open position, until such time as that training is again made available and properly posted. Half-day sessions during the school day will be paid for on the basis of half of a day's wages, inasmuch as the aide is expected to work the remainder of the work day.

**Section 6.5**  
**District Unemployment Denial Expense Reimbursement**

If an employee, after receiving reasonable assurance (in writing) that his/her job will be available in the following year, files for unemployment and is denied, the employee shall reimburse the District (after all appeals) in the amount of \$75 for each application, as reimbursement for preparing all necessary forms for the MESC office. The school District will prepare an invoice charging the individual this amount, with a copy going to the LESPA President. Failure to reimburse the school District within thirty (30) days (after all appeals) of the invoice shall constitute resignation from the Ludington Area Schools with loss of all seniority rights, employment rights, and fringe benefits.

Any employee not assigned on the first student day is not subject to the above language.

**Section 6.6**  
**Advancement on Step**

Step increases will not be granted to employees who have not worked (i.e., due to being hired during the year, being laid off or on unpaid leave) at least fifty (50) percent of the work days the position they occupy would be scheduled for in a full fiscal year. LESPA employees who qualify for a step increase will be granted one (1) step on their pay schedule.

**Section 6.7**  
**Mileage Allowance**

LESPEA employees required to drive their personal automobiles in their regular work assignment shall receive a mileage allowance based on the rate determined by the Internal Revenue Service (IRS) per mile. A school vehicle shall be used whenever possible. If an employee chooses to use their personal vehicle when approved transportation is available, no mileage will be reimbursed by the District.

**ARTICLE 7**  
**WORK LOAD AND ASSIGNMENT**

**Section 7.1**  
**Classification Responsibilities**

The Employer shall establish work responsibilities for each classification covered by this Agreement. Job descriptions or classification specifications if established by the Employer may be revised from time to time as working conditions and skills needed to perform the duties of the position require. Upon request from the Association, copies shall be furnished to the Association. The Association acknowledges that job descriptions and work specifications shall not be subject to negotiations. However, if a new classification or position is established in the bargaining unit by the Employer during the term of the Agreement, the Employer agrees to negotiate with the Association the wages of such new classification or position prior to posting the vacancy.

**Section 7.2**  
**Required Training**

Fees and materials for training required by the District will be paid by the Employer. The employee will be paid his/her regular hourly wages for such training provided during regular assigned hours.

**ARTICLE 8**  
**SENIORITY**

**Section 8.1**  
**Seniority Defined**

All employees shall have seniority in classification and shall be protected in that classification. They shall not be released from that classification except where the employee has been proven to be negligent in the performance of duty or when the employee has demonstrated an inability to perform duties required by the job description or when the position within the classification or part of the position within the classification has been eliminated.

Seniority shall not be affected by race, sex, marital status or dependents of employees.

**Section 8.2**  
**Probationary Period**

New employees hired into the unit shall be considered as probationary employees for the first forty-five (45) working days of their employment. When an employee finishes the probationary period by accumulating forty-five (45) days of employment, he/she shall rank for seniority from the date hired for a properly posted position. Probationary employees may be terminated by the Employer without regard and without recourse to this Agreement.

**Section 8.3**  
**Seniority List**

The seniority list on the date of this Agreement will show the names and job classification of all employees of the union entitled to seniority. The Employer will provide the local union with up-to-date copies of the seniority list on an annual basis.

- a. No employee shall gain hire date seniority unless employed in a position that has been properly posted with all employees.
- b. The parties have agreed upon a seniority list effective the date that this Agreement is signed.

Should employees have the same initial hire date with the Employer, the tie will be broken by a drawing held in the presence of the employees with the same date of hire.

**Section 8.4**  
**Loss of Seniority**

An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits.
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. The Employer may waive this requirement in special cases.
- d. If he/she does not return from a leave of absence at the required time or fails to return to work upon recall as set forth in the recall procedure.
- e. If the employee is on continuous layoff for a period of two (2) years or the length of his/her seniority, whichever is less.

**ARTICLE 9**  
**STAFF REDUCTIONS**

**Section 9.1**  
**Layoff and Reduction**

Layoff shall mean a reduction in the work force. Layoff shall be accomplished in the following manner:

- a. When it may for any reason be necessary to reduce the staff in any classification, the person having the lowest seniority in that classification shall be laid off first and in rehiring preference shall be given in order of seniority. All probationary employees in the classification affected shall be laid off first.
- b. This detail added August 2007 provides clarification in times of lay-off. Part-time positions have been added into full-time classifications. This language is applicable only during times of lay-off. Poor attendance and record of Step 3 Discipline within one year of the bump request may disqualify an employee from bumping rights. The Association and the District agree to the following two (2) basic principles. Seniority has always been and will continue to be protected within classification. When lay-offs occur at the bottom of a classification (part-time), the "if qualified" language will be used when bumping other classifications, where applicable, followed by seniority.

"If qualified" is a *minimum* 70% score on a test. These positions have District tests in place and will be used in the lay-off, bumping process: secretarial; maintenance; computer technician; library aide; computer aide; and other aide positions requiring specific testing.

Full-time employees may bump less senior full-time employees, within classification. Seniority is protected within classification. The only exception shall be that the least senior full-time person who is losing full-time status in a classification can bump into another classification full-time position if total full-time seniority in LESPA overall is greater, and if the employee is immediately qualified to perform all the duties of the position.

The least senior full-time employee may bump a part-time employee in the same classification. If the full-time employee being reduced to a part-time position has previous seniority in a part-time position, this time of service shall be added together for purposes of bumping into other part-time positions.

Part-time employees may only bump other part-time employees, first within classification, then outside classification if qualified.

At all times, persons bumping into the bus mechanic positions must be properly State Certified at the time of bumping. Time to become trained or certified will not be granted and will not be paid by the District.

In times of lay-off, "highly qualified" status is the only requisite to bumping in the "aides" classification. The only exception is that in the three areas requiring tests, those individuals of greater seniority than the current employee must pass the test (70 percent).

- c. A laid-off employee shall, upon advance application to the Employer, be granted



priority status on the substitute list according to his/her seniority. Laid off employees may continue any and all of their insurance benefits by paying the regular monthly subscriber group rate for such benefits to the Employer (see Article 17 for payment schedule). This provision is subject to the approval of the insurance carriers involved.

- c. In the event that a layoff involves several employees, upon request of the Association, a special conference may be held.
- e. Employees shall be provided ten (10) working days' notice of layoff, except that as of ten (10) working days after the first day of school each year, the Employer shall provide aides with ten (10) working days' notice of layoff. Aides that are not assigned within the first ten (10) working days of a new school year shall be considered to be on layoff.
- f. An employee granted an unpaid leave of absence for three (3) months or less and who returns within the terms of the leave, but whose position has been eliminated, shall return subject to the terms expressed in this section of the contract.

## **Section 9.2**

### **Recall From Layoff**

When the Employer is seeking employees due to: vacancies due to retirement, vacancies due to termination, vacancies due to long-term illness, or a need to increase the work force, employees who have retained their seniority shall be recalled in the following manner:

- a. No recall shall be made until those presently working within the affected classification have had the opportunity to bid on the open position.
- b. Provided the employee(s) has/have the ability and qualifications to perform the required work, the first employee to be recalled shall be the/those employee(s) laid off within the affected classification. The employee with the greatest seniority, within the affected classification, shall receive the first notice of recall, unless the employee received step 3 discipline within the last year. No vacancy shall exist until all laid-off employees, within the affected classification, have had the opportunity to respond to a recall notice.
- c. Notice of recall shall be given to the employee personally or mailed to the employee at his/her last known address by certified mail, return receipt requested. If the employee fails to report for work within fifteen (15) working days from the date of receipt of the notice, or if the certified letter is undeliverable for fifteen (15) working days, he/she shall be considered as a voluntary quit.

## **Section 9.3**

### **Reduction in Hours**

All employees shall be eligible for bumping rights prescribed in 10.1 if their scheduled hours are

reduced by 15 minutes or more, unless the employee received step 3 discipline within the last year.

#### **Section 9.4**

##### **Bumping Procedures**

a. Summer Bump Day Procedures

District will provide bump packet to all aides at least 7 days prior to summer bump day with descriptions and requirements for all positions. Packet will include any new positions and open positions and will include a current seniority list. If an employee chooses not to take a position at this time, this will constitute a voluntary quit.

1. If a member has lost a minimum of 15 minutes in their schedule they have the right to bump.
2. Members will be called in order of seniority. When a member has their name called and they choose to bump, they will report to the table.
3. The LESPA President, an additional LESPA Officer, and LASD Business Manager, and principals of the buildings involved will be included in the process.
4. The staff member will identify the position they wish to bump/or choose an open/new position. Employee must meet the qualifications posted for that position.
5. If the staff member does not meet the qualifications for the position they wish to bump into, they may look at another position, remain in their current position (if applicable) or bid a new position for which they are qualified.
6. A member who is on step 3 of discipline may lose their right to bump/or choose an open/new position.

b. Bumping during the School Year

An employee who has bumping rights will have 24 hours from the time of notification to make a decision as to where they wish to bump. The same criteria as above applies.

### **ARTICLE 10**

#### **VACANCIES, TRANSFERS AND PROMOTIONS**

##### **Section 10.1**

###### **Transfers to Non-Bargaining Unit Positions**

An employee transferred to a non-bargaining unit position shall not accumulate seniority while in the non-bargaining unit position, but his/her seniority earned shall be retained and frozen. If the employee is transferred back into the bargaining unit, he/she shall pick up his/her frozen seniority. The Union acknowledges that the Employer retains the right to determine the wages, hours, terms, and conditions of employment for all non-bargaining unit employees, including the right to determine whether or not an employee is transferred back into the bargaining unit.

##### **Section 10.2**

###### **Job Posting and Bidding Procedures**

- a. All employees shall be notified in writing or by posting at their place of work of all

vacancies which are to be filled and/or newly-created positions or classifications within ten (10) working days after the vacancy occurs, unless extended by mutual consent. Employees interested in applying for the position shall make application to the Superintendent of Schools or the designated supervisor. The time limit for application shall be five (5) days after the posting unless extended by mutual agreement.

The following positions have District tests in place and require a 70% minimum passing score: Secretarial, Library, Computer Lab, Maintenance, and other aide positions requiring specific testing. Each of the District tests are allowed to be taken only two (2) times per year and six (6) months between the 1<sup>st</sup> and 2<sup>nd</sup> times, with a maximum of four (4) times per test for the duration of one's employment. The school District will offer these testing opportunities for all interested LESPA members once in November and once in May of each school year. However, in the case of the maintenance test, an employee cannot re-take the test more frequently than every two (2) years after failing it twice. Mechanics must have the necessary certifications at time of hire.

Vacancy postings will list the classification, qualifications, building location, general description of their work, the regular schedule of hours and anticipated beginning date.

Vacancies will be filled in the following sequential order:

- (1) The Employer shall select within five (5) working days after the close of the time limit for application the best qualified candidate from those applying from the classification in which the vacancy exists by considering the following equally: overall work record (includes references and anecdotal information by past and present supervisors), and ability demonstrated within the classification of the vacancy. Good attendance or poor attendance will be an integral part of work record. Seniority will be used only when everything else is deemed to be equal. If there is no satisfactory candidate within classification based on the criteria above, the job will be posted internally and externally.
- (2) Vacancies within a classification without applications by the posted deadline from current employees within the classification of the vacancy, shall be posted with all employees and also for non-employees.
  - (a) No new employee shall be interviewed for a vacant position until the four (4) applicants from the unit with the greatest seniority have been interviewed and have been determined by the Superintendent or the immediate supervisor to be unacceptable for the posted position.
  - (b) Other members of the unit (with less seniority than the four that are guaranteed an interview) will be considered before the applications

from non-current employees.

- (c) In all cases, the Employer shall select the best qualified candidate from those applying by considering the following: ability demonstrated, work record, and seniority. Good attendance or poor attendance will be an integral part of work record.
- b. Bargaining unit members hired from outside and within the classification shall be granted a one (1) week trial period.  
  
In the event the District returns the employee (or the employee elects to return) to his/her former position during the trial period, the vacancy will be re-posted and the applicants from the initial posting will be contacted to ascertain their continued interest in consideration for the position.
- c. Should a position increase in hours by two (2) or more hours per day in a fiscal year (July 1 to June 30) or if a part-time position becomes full-time, the position will be re-posted, subject to the following conditions:
  - (1) This provision will not apply where the adjustment in hours is not anticipated to exceed sixty (60) consecutive working days.
- d. For informational purposes, the Employer shall furnish the Association with a copy of each job posting at the time the notice is posted or mailed and a notice of the successful applicant.
- e. Vacancies created by leaves of absence or vacations shall not be posted except as required under Article 21.
- f. No employee shall be allowed to transfer under the provisions of this Section more than once in any twelve (12) month period, unless otherwise mutually agreed by the parties.
- g.
  - (1) Employees transferred to a new pay classification under the provisions of this Section shall receive the rate of pay of the classification awarded immediately higher than the applicant's prior classification rate at the time of the selection.
  - (2) During the trial period set forth above, employees shall remain at their current rate of pay in their former classification.
- h. Bus runs which are vacant and which are to be filled may be bid on by bus drivers. After considering all of the circumstances concerning the run, all of the applicant's work record, experience, ability, judgment, and seniority, the applicant determined best qualified for the run by the Transportation Supervisor shall be awarded the run.

- i. Relatives of staff members may be employed by the school District, provided the staff member being employed is not placed in a position in which he/she would be supervised directly by the relative staff member.

**ARTICLE 11  
LEAVES OF ABSENCE**

**Section 11.1**  
**Unpaid Leaves of Absence**

- a. Leaves of absence for periods not to exceed one (1) year shall be granted in writing, without loss of seniority, for:
  - (1) Illness (physical or mental) or injury to the employee (including pregnancy disabilities).
  - (2) Prolonged illness in immediate family which requires the employee's care with doctor verification required. Immediate family is defined to be spouse or dependent children only.
  - (3) Employees qualifying under the Family and Medical Leave Act shall qualify for all benefits required by such Act. (See Board Policy 4430.01 and Administrative Guidelines 4430.01B.)

The Employer reserves the right to require medical verification satisfactory to the Employer.

- b. Leaves of absence not to exceed one (1) year may be granted in writing, without loss of seniority, for child care.
- c. Two (2) members of the Association selected to attend a function of the Association, such as conferences or conventions, shall be allowed time off to attend, limited to two (2) calendar weeks at any one time, provided that two (2) weeks' advance notice is given and personnel requirements can be satisfactorily met.
- d. An employee on an approved leave of absence shall accrue seniority but after thirty (30) days of such leave, the employee shall be responsible to assume the full cost for any insurance programs and all fringe benefits shall not accrue but shall be frozen at the level obtained at the time of such leave.
- e. An employee granted a leave of absence for three (3) months or less and who returns within the terms of the leave shall return to his/her same position worked at the time the leave was granted, unless the position no longer exists, which will allow the employee the rights specified under the layoff section of the agreement. Employees returning from an unpaid leave of absence for longer than three (3) months and not more than one (1)

year shall have the right to open positions for which they are immediately qualified. If no open position exists the employee shall be placed on layoff for the remainder of the school year. At the end of the school year, the employee shall be granted bumping rights within their classification for the next school year.

- f. The Board may grant educational leave not to exceed one (1) employee in each classification at one time.
- g. The Employer may grant other leaves of absences up to one (1) year for reasons other than stated above.
- h. Leaves of absence will not be granted for periods in excess of one (1) year absent a mutually acceptable letter of agreement being entered into between the Board and Association which outlines all conditions associated with the extension of the leave. It is understood that seniority will not accumulate under any letter of agreement entered into by the parties.

### **Section 11.2**

#### **Jury Duty**

All employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay.

### **Section 11.3**

#### **Worker's Compensation**

Each employee will be covered by the applicable Worker's Compensation laws. The Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be deducted from his/her accumulated sick leave sufficient to make up the difference between Worker's Compensation and his/her regular weekly income until the accumulated sick leave has been exhausted.

### **Section 11.4**

#### **Sick Leave Bank**

A voluntary sick leave bank will be established for all eligible employees (those working 20 hours per week or more) who choose to participate, which will be operated as follows:

- a. Each employee enrolling in the bank will donate two (2) days of his/her sick leave to the bank each year until the bank is built up to a maximum of five hundred (500) days. No more days will be added to this maximum until the bank is depleted to three hundred (300) days. The bank will then be built up to five hundred (500) days again and the process repeated. Employees will be notified when deductions are being made to replenish the bank.
- b. Additions will be made to the bank at the beginning of each fiscal year according to

the above limitations.

- c. If there are no days accumulated in the bank at the time a call is made upon it during the period of a day accumulation, a member of the bank will be returned his/her two (2) days, so as not to be penalized as a result of becoming a member of the bank.
- d. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- e. The first thirty (30) work days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.
- f. A person will not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted.
- g.
  - (1) A maximum of ninety (90) work days for each illness or disability can be drawn by one individual from the bank subject to the following requalification requirements:
    - (a) If an employee has been absent for ninety (90) work days as set forth above, the employee must return to work for a period of thirty (30) work days in addition to fulfilling the requirements of sections e. and f. above in order to re-qualify for additional days from the sick bank.
    - (b) If the absence is less than ninety (90) work days, the requirements of sections e. and f. above must be fulfilled.
  - (2) Employees eligible for Worker's Compensation benefits under Section 12.3 may not draw benefits from the sick bank.
  - (3) Unpaid leave status for purposes of Section 12.1 shall begin effective with the exhaustion of individual sick leave under Section 12.5. Time compensated under the bank will serve to extend the period of unpaid leave by a corresponding number of unpaid days.
  - (4) Other income from the Board will reduce the amount of daily benefits under the sick bank. Days in such instances will be deducted from the bank on a prorated basis. The proration will not extend the number of work days from the bank due to such proration.
- h. Persons withdrawing sick leave days from the bank will not have to replace those days except as a regular contributing member of the bank.
- i. New employees will have 30 days from the date they complete their probationary period to enroll in the sick bank.

- j. Except as set forth in section k. below, all withdrawals from sick bank membership will be considered permanent.
- k. Employees leaving the employ of the district who are re-hired at a later date may re-enroll in the sick bank upon their re-employment.

**Section 11.5**  
**Sick Leave**

Sick leave will be granted for an employee's personal illness or disability. Up to three (3) days of sick leave will be allowed for each illness in the immediate family (spouse, children, parents, siblings, and/or grandparents or claimed dependents as defined by the IRS) that necessitates the presence of the employee. Additional sick leave for this purpose may be granted by the Superintendent or his/her designee if the seriousness of the illness necessitates the employee's presence. Upon the request of the employee, the Superintendent or his/her designee may authorize extra days without pay for extended family illness.

- a. All full-time (at least 35 hours weekly) employees covered by this Agreement shall be granted twelve (12) sick leave days per year as of July 1 of each year, except for new employees hired after July 1 of each year shall be pro-rated one (1) day per month for the remainder of the year (provided, however, no employee shall be eligible for sick leave during the probationary period as provided in Article 8, Section 8.2) with one hundred (100) days' accumulation. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

On June 30th of each year, any full-time employee who has an excess of 100 days of sick leave shall receive, if requested, in the first pay check in July \$20.00 for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- b. Part-time employees (20 hours or more) working on a regular basis, shall receive sick leave benefits on a pro rata basis, using thirty-five (35) hours per week as the full-time base and twelve (12) days per year as the maximum annual sick leave allocation.

Employees working less than twenty (20) hours per week shall be granted four (4) sick days per year, such days pro rata based upon the employee's daily schedule. (i.e., 3 hour person receives pay for 3 hours as 1 sick day)

Employees will be granted the hours they are presently working at the time the day is taken, regardless of the hours per day of other years' accumulation.



Those part-time employees with more than 100 days of sick leave as of June 30th of each year shall receive, if requested, on the first pay date in July \$20.00 or one-half of normal daily rate, whichever is the lesser amount, for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- c. An employee who has accumulated days of sick leave will be reimbursed at the following rates or one-half of their daily rate, whichever is the lesser amount, upon leaving the employ of the Ludington Area Schools:

0 to 50 days	\$20.00 each
51 to 80 days	\$25.00 each
81 to 99 days	\$30.00 each
100 to Unlimited	\$40.00 each

(By way of illustration, an employee with 125 days will be paid \$40.00 for each day).

- d. If personal days are not available, sick days may be requested from the immediate supervisor for non-family funerals; supervisor's decision shall be final. (See Section 12.7 c.)
- e. Up to six weeks maternity/paternity leave will be granted an individual for such occurrences for spouse or unborn child(ren). These days will be paid or unpaid, dependent upon whether the individual has accrued leave days available to use. If the employee desires a leave of absence, he/she must file a written request with the personnel office no later than the beginning of the ninth month.

**Section 11.6**  
**Funeral Leave**

- a. When a death occurs in an employee's immediate family, the employee will be allowed a maximum of five (5) working days' funeral leave. The employee will be compensated at his/her regular salary rate, although the employee must arrange with his/her administrator before such leave.
- b. The employee's immediate family shall include spouse, children and step-children, brother, sister, parents and step-parents, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- c. Funeral leave beyond five (5) days granted above may be taken from sick leave. In the sole discretion of the Superintendent, funeral leave days, other than those specified above, may be granted.

**Section 11.7**  
**Personal Day**

Each employee shall be granted personal days according to the following schedule.

Full-time Employees

Years of service to the District:

(0-7) - 2 days (to be used at the employee's discretion)

(8-15) - 3 days (one to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

(16 and over) - 4 days (one day to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

Part-time Employees

Years of service to the District:

(0-7) - 1 day (to be used at the employee's discretion)

(8-15) - 2 days (one to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

(16 -20) - 3 days (one day to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

(20 years and over) – 3 days (to be used at the employee's discretion per limitation listed below)

Employees who enter the service of the school district for part of the year will have the personal days prorated. An employee using these days will notify his/her immediate supervisor at least 24 hours prior to taking such a leave unless it is impossible due to an emergency. The personal days may be taken provided that the Employer can obtain a qualified substitute. In all cases, the rate of pay shall equal that which the employee would have received if he/she had worked his/her normal assignment.

- a. This leave shall not be taken the day before nor the day after a vacation or holiday, specifically Christmas and Spring Break. If, however, a personal day is requested for the day(s) before or after a vacation or holiday period, the request is to come to the Superintendent for approval. If the sole purpose of the request is to extend the holiday or vacation period (either for travel or extra days of vacation) the request will be denied. The Superintendent's decision is final and not grievable.
- b. If such days are not used, they will be credited to the employee's accumulated sick leave for the coming school year.
- c. Funeral requests within the allotted days, for non-family members, shall be automatically approved. These non-family funeral days shall be taken out of the

personal day schedule listed above, following the procedure for sick leave deduction for the non-discretionary days, if appropriate. If personal days are not available, refer to Section 11.5 d. for non-family funeral days allowed under sick leave.

**Section 11.8**

**Return to Work - Physician's Statement**

When an employee has been cleared to return to work by his/her physician, the employee will provide a copy of the physician's statement to his/her supervisor and a copy to the business office. Employees returning from a non-work-related injury/illness are expected to resume performing all of their assigned duties.

The Employer may require a physician's statement for absences in excess of three (3) consecutive sick days. The Employer may require, at the employer's expense, a returning employee to be examined by the employer's physician in order to determine the employee's capability to return to work.

**ARTICLE 12**  
**HOLIDAYS**

**Section 12.1**

**Paid Holidays**

All employees shall receive their regular rate of pay for the hours they would have otherwise been regularly scheduled to work for the following listed holidays. In order to be eligible for holiday pay, the employee must have worked, if scheduled, their regularly scheduled days immediately before and immediately after the holiday, unless absent on approved vacation, or no more than one paid sick leave day on either side of the holiday, pursuant to the terms of this agreement. Scheduled days must fall within one week before and one week after the holiday.

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day (December 24)  
Christmas Day  
New Year's Eve  
New Year's Day  
Afternoon of Good Friday (or full day if school is not in session)  
Memorial Day

**ARTICLE 13**  
**VACATION**

**Section 13.1**

**Vacation Benefits**

All employees regularly assigned to a twelve (12) month schedule, shall receive vacation with pay in accordance with the following schedule:

Less than one (1) year:	One (1) day per month of work, not to exceed ten (10) days
After one (1) year:	Ten (10) days
After six (6) years:	Fifteen (15) days
After thirteen (13) years:	Twenty (20) days
After seventeen (17) years:	Twenty-one (21) days
After nineteen (19) years:	Twenty-two (22) days
After twenty-two (22) years:	Twenty-five (25) days

After twenty-three (23) years to twenty-eight (28) years: An additional one-half (1/2) day will be granted for each additional full year of work to a maximum twenty-eight (28) days of vacation. After twenty-nine (29) years add one (1) additional vacation day and after thirty (30) years, add one (1) additional vacation day making it 30 vacation days for 30 years of service.

The number of vacation days granted shall be figured from an employee's date of hire as a regular full year employee as described above and all days must be used within the year that they are issued. On each anniversary date as a regular full year employee, the employee shall be notified of the days earned and the date by which they must be used.

**Section 13.2**  
**Vacation Periods**

Vacation time shall be requested by the employee and with the following restrictions shall be granted by the Employer:

- a. Only one employee in each classification may be gone during the first two weeks of school.
- b. No more than two from each classification may be gone at any given time when school is in session. (Christmas and spring breaks shall not be considered as "school in session".)
- c. If more than two (2) employees request vacation at the same time, the individual with the most seniority within the classification shall receive the vacation time requested.
- d. Once an individual is granted a requested vacation time by the use of seniority, the individual shall not be eligible to use seniority to gain a requested vacation date until all others in the classification have received the same consideration.

**Section 13.3**  
**Advance Vacation Check**

If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, provided at least two (2) weeks' advance written notice is given the

Employer.

**Section 13.4**

**Vacation Pay Upon Layoff or Separation of Employment**

If an employee is laid off, retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current year; provided, however, in the case where an employee severs his/her own employment to be eligible for any vacation accrued in the current year, an employee must give at least two (2) weeks' advance written notice.

**ARTICLE 14**

**DISCIPLINE AND PERSONNEL FILES**

**Section 14.1**

**Notice of Discharge or Suspension**

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Association representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

**Section 14.2**

**Association Representation**

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association representative and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association representative.

**Section 14.3**

**Appeal of Discharge and Suspension**

Unless prohibited elsewhere in this Agreement, should the discharged or suspended employee and/or the Association consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure, and proceed from that point.

**Section 14.4**

**Just Cause Discipline**

No seniority employee shall be discharged or disciplined without just cause.

**Section 14.5**

**Discipline**

To encourage the employee to meet required standards of conduct in relation to the performance of his/her work, a system of progressive discipline shall be applied fairly to all members of the

bargaining unit. The severity of the violation may dictate the omission of any step(s).

- (1) Discussion of problems and oral warning(s).
- (2) Written warning(s).
- (3) Suspension(s) without pay.
- (4) Discharge.

**Section 14.6**  
**Personnel Files**

A bargaining unit member shall have the right to review the contents of all records of the Board pertaining to said individual, originating after the initial employment, and to have a LESPA representative present at such review. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material.

The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member examines the file and does not make any claim that the material is inappropriate or in error following such examination, the material contained in the file shall be considered appropriate and correct. If the bargaining unit member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file.

If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her receipt of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

**Section 14.7**  
**Release of Personnel Records to Third Party**

The Board agrees the employee's personnel and employment records shall not be released to third parties without notification to the employee.

**Section 14.8**  
**Complaints Against Employee**

Any complaint about an employee that may result in the issuance of discipline will be brought to the attention of the employee within a reasonable time period of the completion of the investigation.

**ARTICLE 15**  
**BUS DRIVERS**

## **Section 15.1**

### **Bus Drivers' Rights and Responsibilities**

Bus drivers shall be...

- a. ...notified of any student passenger who suffers such a serious handicaps as epilepsy, heart condition, or diabetes if such conditions are known by the Employer.
- b. ...responsible for supervising students on the bus during regular runs. Drivers may suspend bus riding privileges subject to prior approval of the school administration.
- c. ...responsible for the daily cleaning of their buses as well as safety checks. Fifteen (15) minutes for the morning run and fifteen (15) minutes for the afternoon run will be allowed for those purposes. Fifteen (15) minutes will also be allowed for: cleaning and safety checks before and after field trips and athletics events, as needed.
- d. ...paid their classification start rate of pay for all field trips. A field trip is a trip that is concerned with the pupil's educational classroom program.
- e. ...compensated at their classification Start rate of pay for any activity trip during which the driver is required to be on duty.
- f. ...allowed to retain their place on the extra board and not be "red lined" if the Employer fails to give forty-eight (48) hours' advance notice of the extra run. Drivers will be allowed one pass per year at their discretion. If all bus drivers should pass at the same time, drivers with the least seniority will be required to take the trips.
- g. ...awarded additional athletic runs or field trips on a rotating basis by seniority. If a driver refuses an additional athletic/field trip or if the additional athletic/field trip would cause the driver to exceed the 40 hour week maximum time period, the driver will forfeit their turn in the rotation. Extra trip time does not count toward full-time employee status due to the inconsistency of the assignments throughout the school year.

Bus drivers will sign up to be on a rotation list for athletic trips at the beginning of the year. The transportation director will assign trips on a rotating basis by seniority for these trips. No substitute driver shall be hired for athletic trips unless there are no bargaining unit drivers available.

Bus drivers will sign up to be on a rotation list for field trips at the beginning of the year. The transportation director will assign trips on a rotating basis by seniority for these trips. No substitute driver shall be hired for field trips unless there are no bargaining unit drivers available, except in instances when the trip is in 3 or less days. In these instances, the transportation director may assign a substitute driver to the trip.

Any overnight or weekend trips will be posted in the bus garage. These trips will be awarded to the most senior driver that signs the posting, on a rotating basis throughout the year.

If the additional athletic/field trip interferes with the driver's regular route, a sub shall be assigned to the regular route. Additional athletic/field trips may not interfere with the driver's regular route during the first two weeks of school.

- h. ...paid at their regular rate for bus driver in-service and required meetings.
- i. ...paid at their regular rate for training-riding with another bus driver to learn a new route.
- j. ...allowed to turn down trips and/or overtime with three (3) days (72 hours) advance notice without penalty.
- k. ...reimbursed the cost of their license (less the cost of a normal operator's license) at the conclusion of one year driving for the Ludington Area Schools. In the case of current drivers, they shall be paid the cost of their license (less the cost of the normal operator's license) on a separate voucher with the first paycheck in June.
- l. ...paid one hour for any call-in for an extra trip that is cancelled less than two hours before the trip was scheduled to leave. (A call-in shall be defined as drivers scheduled for an extra trip on a day they are not scheduled for a regular route or an extra trip that is scheduled to leave one hour or more after they complete their regular route.) Bus drivers not allowed to make their regular run due to being scheduled for an extra trip shall be paid the lesser of the number of hours lost from their regular routes or the hours of the extra trip.
- m. ... notified of available regular runs for the upcoming school year at a mandatory bus run meeting held in August of each year. All regular runs for the upcoming year will be posted at this meeting. Drivers will choose runs by seniority.

## ARTICLE 16 ALCOHOL/DRUG TESTING

### Section 16.1

#### Drug-Free Work Place

The Union and Employer will endeavor to keep the District free from controlled substances and alcohol. It is further understood that the sale, distribution, use of, or being under the influence of alcohol or controlled substances while on the job may subject the employee to discipline up to and including discharge.

### Section 16.2

#### Employee Compensation



For employees covered by the provisions of the Omnibus Transportation Employee Testing Act of 1991, the parties agree that all time spent by employees in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the employee's regular rate of pay.

**Section 16.3**  
**Association Representation and Notice**

The parties mutually recognize and agree that drug testing is an investigatory proceeding which may subject the employee to disciplinary action to which the employee is entitled to Union representation.

**ARTICLE 17**  
**INSURANCE**

**Section 17.1**  
**Hospitalization Insurance**

The Board agrees to contribute to the cost of Plan A for employees regularly scheduled to work (40 hours per week) for MESSA HSA ABC Plan 1 \$1,300/\$2,600 deductible, MESSA ABC Plan 2 with \$2,000/\$4,000 deductible or MESSA ABC Plan 3 with \$3,500/\$7,000 deductible (unless a higher level is required by the Internal Revenue Service) in-network annual deductible plan, with modified 20/40 RX, and other benefits described below. Eligible employees as described above not electing Plan A will be enrolled in Plan B.

PLAN A	PLAN B
Health: MESSA ABC 1, 2, OR 3; modified 20/40 RX Mail-in provision as per plan	\$242 per month minimum cash or annuity option
Dental: 70/70/70 Plan, \$1500 Ortho w/ sealants	Same as Plan A
LTD: 60%, \$5000 max, 90 day mod fill.	70%, all other same as Plan A

The District will pay the following insurance premium copay amounts for all the negotiated PAK Plan A medical benefits: Single Plan \$6,344.80; Two Party Plan \$13,268.93; Full Family Plan \$17,304.02. Any amounts in excess of the Board Contributions will be payroll deducted. These amounts will be adjusted to reflect the State-decreed cap amounts for 2018, to the extent allowed by law.

In January each year and where permitted under Internal Revenue Service rules and regulations, the District will advance a contribution of \$1,300 for a single subscriber and \$2,600 for a two party or full family subscriber deductibles. The advanced contributions are included in the above referenced annual contributions made by the District. If the employee leaves employment with the District, is laid off or goes on an unpaid leave (where benefits are not required to be continued under the Family and Medical Leave Act) before the end of the deductible year, the employee must repay 1/12 of the deductible amount for each month remaining in the deductible year. Such amounts will

be repaid by the employee through payroll withholdings under this agreement and if insufficient funds exist, the employee will remit the balance due within thirty (30) calendar days.

Sponsored dependents may be enrolled in the hospitalization, dental and vision plans at the employee's expense if afforded by the underwriter's rules and regulations.

It is agreed that in no case shall the school District be in violation of the Michigan Public Employer Contributions to Medical Benefit Plans Annual Cost Limitations regulations, even if accrual obligations are required.

Subject to the rules and regulations of the underwriters, the Employer will offer the group health insurance to all employees who are eligible as set forth herein. The cost of the insurance shall be paid by the employee. The payment shall be by personal check or money order and shall be paid one month in advance. The Employer shall be under no obligation to keep insurance in force if the payment is not received by Employer at least thirty (30) days before the due date.

The Employer may change insurance carriers provided that better benefits are provided to the employees. Either party may reopen this contract relative to insurance benefits if it so desires.

At the written request of either party, and at any time during the effective dates of this Agreement, this Agreement will be reopened to negotiate 17.1, Insurance.

**Section 17.2**  
**Life Insurance**

The Employer shall furnish Negotiated Life insurance (including AD & D for employee only) and Dependent Life insurance, for employees and dependents eligible under PLAN A or PLAN B.

All employees regularly scheduled to work thirty (30) hours per week shall receive a \$5,000 term life policy with AD&D at the Board's expense. This term life policy shall be in addition to any term life that is part of the health Insurance Plan in Plan A.

**Section 17.3**  
**Vision Plan**

The Employer shall provide the MESSA VSP-2 Vision Plan or a similar plan for each employee and his/her dependents eligible under the Insurance Plan. The Employer shall provide the MESSA VSP-2 Vision Plan or a similar plan for all part-time employees (under 40 hours per week).

**Section 17.4**  
**Commencement of Insurance**

Insurance benefits shall commence the first full month following completion of the probationary period or at such earlier time as the Employer shall establish. Insurance benefits shall cease the first full month following discontinuance of employment, layoff or leave of absence unless the insurance premiums are paid in advance by the employee.

**ARTICLE 18**  
**MANAGEMENT RIGHTS**

**Section 18.1**  
**Reservation of Rights**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. ...to the management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees: To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.
- b. ...to the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
- c. ...to establish reasonable regulations, practices, and safety rules, from time to time, and distribute same to the employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement.

**ARTICLE 19**  
**ASSOCIATION RIGHTS**

**Section 19.1**  
**Association Rights**

- a. The Association shall be represented, in all matters pertaining to complaints and/or grievances, by a committee consisting of its officers. The committee shall be chaired by the Vice-President.
- b. An Association representative, when called upon by the Association or an individual to investigate a complaint and/or grievance during his/her regular working hours, shall notify his/her building principal that he/she is to investigate said complaint and/or grievance, the nature of such complaint or grievance, if known, and the approximate time required. The building principal shall grant the necessary time off for such duties, unless to do so would conflict with an immediate job or program;

provided, however, that the time must be granted as soon as possible. No Association representative shall leave his/her work assignment without authorization of the Employer.

- c. Authorized time spent during regular working hours by any Association representative shall be compensated at his/her regular rate.
- d. The Association shall furnish to the Employer a list of the Association representatives and the area in which they will investigate grievances.
- e. The LESPA and its representatives shall have the right to use Board buildings at all reasonable hours during the school calendar year for meetings which do not interfere with the assigned functions of the regular program. During the summer period, access to particular buildings shall be by mutual agreement. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 p.m.
- f. The LESPA shall be permitted to transact official LESPA business on Board property at all reasonable times, provided that it shall not interfere with, nor interrupt, normal operations.
- g. Bulletin boards and other established media of communication shall be made available to the LESPA and its members.
- h. LESPA members shall have the right to distribute LESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- i. The LESPA members shall be permitted reasonable use of Board equipment, including copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use, subject to such Employer rules for the use, preservation and care of such equipment. The LESPA shall pay for the reasonable cost of all materials and supplies incident to such use.
- j. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.
- k. Five (5) union business days will be allowed each year of this Agreement to allow union officers to attend union functions outside of the District. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for the Association release time, when they are conducting Association business outside of the District during their normal work day. These days must be requested by the President of the union at least five (5) working days in advance of when they are to be used and cannot be banked from one year to the next.

**ARTICLE 20**  
**MISCELLANEOUS CONDITIONS**

**Section 20.1**  
**Maintenance of Standards**

The Employer agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in this Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Association that it deems a condition to exist, in which case the Employer may unilaterally revoke or ratify said condition.

**Section 20.2**  
**Definition of Days**

The term "days" when used in this Article shall mean work days.

**Section 20.3**  
**Uniformed Services**

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

**Section 20.4**  
**Retirement Notices**

Each employee shall be covered by the Michigan Public School Employees' Retirement Plan as required by law, and the Employer agrees to make the employer-required contribution for all employees.

**Section 20.5**  
**Association Notices**

The Employer agrees to provide distribution of material pertaining to Association business to each member through the school's mailing service.

**Section 20.6**  
**Distribution of Agreement**

The Employer will post this Agreement on the School District's website.

**Section 20.7**  
**Unemployment Compensation**

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with state law.

**Section 20.8**  
**Inclement Conditions**

When schools are closed due to inclement weather or other emergencies, employees not required to report to work shall suffer no loss of wages or other benefits for a maximum of six (6) working days in any given year, including employees on short term and long term leave. Employees on continuing leave (e.g., maternity/paternity leave, recovery from surgery) will not have their leave extended due to inclement weather days. Maintenance workers are required to work on said day and shall be provided an additional vacation day for each day with a six (6) day maximum, and such day shall be used in accordance with the provisions covering vacation days in this contract.

Employees not required to come in to work after the sixth day shall indicate on the next time sheet how the day shall be charged:

- a. The employee wishes to take a sick/personal day.
- b. The employee will record zero (0) time worked.
- c. The employee will request a vacation day.

**Section 20.9**  
**Food Service Uniforms**

All food service employees who are required to wear uniforms shall have such uniforms provided by the Employer. In the first year of employment, five (5) required uniforms shall be provided. In each succeeding year of employment, a minimum of two (2) uniforms shall be provided. The required uniform shall be selected by the Food Service Director.

**Section 20.10**  
**Evaluations**

All LESPA employees will be evaluated each year using the LASD LESPA evaluation tool unless they meet the criteria listed below.

Evaluations will be conducted by the employee's immediate supervisor. Input in the evaluation may be sought from District employees and provided by others.

Evaluations will be reduced to writing and a copy of the evaluation will be given to the employee. An opportunity will be afforded to the employee to discuss the evaluation.

Any areas in which the employee is not performing satisfactorily will be noted in the evaluation along with an explanation to the extent that further explanation is warranted. Where warranted, expectations will be identified and any assistance, which has been determined to be necessary will

be identified. If an employee receives an evaluation that does not meet expectations, the immediate supervisor will meet with them at least once a trimester to provide support and feedback on progress. Good attendance or poor attendance shall be an integral part of the evaluation.

In the event an employee receives a “Needs Improvement” or “Unsatisfactory” on their evaluation for two consecutive years, their employment with the School District will be terminated. This process will begin with the 2017-2018 school year. Any LESPA employee who received a “Needs Improvement” or “Unsatisfactory” evaluation the prior year, will meet with their immediate supervisor within the first two weeks of school to establish expectations and identify strategies for support. Following that meeting, the immediate supervisor will meet with that same employee once a trimester to provide support and feedback on progress.

Beginning with the 2016-2017 school year, LESPA bargaining unit employees earning two consecutive evaluations with the ‘Exceeds Expectations’ rating designation will be evaluated no more often than every other year.

Employees will sign the evaluation form. It is understood that the employee's signature is not to be construed to mean the employee agrees with the content of the evaluation. An employee who disagrees with the evaluation may submit a written statement for inclusion in the employee's personnel file.

**Section 20.11**  
**Unit Work Issues**

Except for the following situations, other District paid employees who are not subject to the provisions of this Agreement shall not perform the work of bargaining unit employees:

- a. Performance of work for instructional or training purposes.
- b. Performance of work in cases of emergency.
- c. Where a regular employee outside the bargaining unit has also done the work.
- d. Substitutes or temporary employees used in the absence Unit members (see Article 1--excluded positions).

Where a bargaining unit member's position has been eliminated, supervision will not subsequently assume the assignment on an ongoing daily basis. (For example, if a 4 hour per day position is eliminated, the supervisor will not assume the 4 hour work load of the eliminated position on an ongoing daily basis.)

**Section 20.12**  
**Faculty Passes**

All LESPA members within the system shall have the opportunity to receive a “faculty pass” by agreeing to work three co-curricular activities sometime during the school year. Attending and

working the High School graduation ceremony will satisfy one of these required activities for the subsequent school year. This pass will allow the employee, spouse, and children to be admitted without charge to any school-related activity requiring a fee.

**ARTICLE 21**  
**SUMMER WORK AND UNIT MEMBERS SUBSTITUTING**

**Section 21.1**  
**Substituting Rates of Pay**

In the event a bargaining unit member is used as a substitute for periods not covered by Sections 21.3 and 21.4 below, the employee will be paid the higher of his/her regular rate of pay or the rate of pay established by the Superintendent for non-bargaining unit substitutes.

Employees substituting under Sections 21.3 and 21.4 below, will be paid the higher of their regular rate or the rate of the job assigned at their experience level.

No other benefits (vacation time, additional sick leave accrual, medical benefits, etc.) or entitlements will apply while serving in any substitute capacity.

**Section 21.2**  
**Probationary Employee Exclusion**

Probationary employees will not be eligible for assignment under Sections 21.3 and 21.4 below.

**Section 21.3**  
**Temporary Assignments**

Temporary assignments for employees who are absent due to vacation, illness of more than five (5) consecutive days, or leave of absence shall be filled by qualified employees on the following basis:

- (1) Volunteers within the same building and classification in order of seniority;
- (2) Minimally qualified volunteers within the same building in a different classification in order of seniority;
- (3) Minimally qualified laid off employees in order of seniority;
- (4) Non-union substitutes.

The Employer may fill, in any manner which it may deem necessary, for a period not to exceed ten (10) working days, any temporary vacancy that occurs because of a transfer pursuant to this section. Thereafter, these vacancies will be filled in accordance with this section. The ten (10) days shall be computed from the fifth day that the first transferred employee is in the substitute position. Each additional position shall be limited to ten (10).



After the sixtieth (60th) consecutive day, the position will be posted under Section 21.4 below.

#### **Section 21.4**

##### **Temporary Vacancy Definition**

- a. A temporary vacancy shall be defined as a temporary absence of an employee for less than sixty (60) consecutive work days. The employee accepting such temporary vacancy does so with the knowledge that when/if the absent employee returns, such position shall be filled by the absent employee and the appointed employee shall have the right to return to his/her regular job.
- b. Vacancies that are not permanent but extend beyond the sixty (60) day temporary time period shall be posted as any other vacancy. If the absence is for 60 consecutive work days or less, and the position still exists, the employee on paid leave will return to the position. If the absence is for over 60 consecutive work days, or the position no longer exists, the employee on leave will be assigned an open position in the classification for which they are qualified. If none exist, that employee then has the right to bump anyone of lesser seniority within the classification for which they are qualified.

#### **Section 21.5**

##### **Bus Driver Substitutes**

The Employer will make attempts to maintain a sufficient list of non-unit bus driver substitutes. It is recognized that there may be some occasions when non-unit substitutes will not be available which would necessitate temporarily denying the approval of a transfer of a bus driver under the provisions of Sections 21.3 or 21.4 above.

#### **Section 21.6**

##### **Transfer Provision**

Employees may transfer under Sections 21.3 and 21.4 to obtain additional hours and work experience.

#### **Section 21.7**

##### **Summer Work**

In the event additional employees are needed to fill in for 12 month employees on leave or to provide additional services, the positions will be filled with school year employees from the same classification.

School year employees interested in summer work will apply in writing to the Director of Business Services by April 15 each year. The Director of Business Services will post the anticipated schedule by June 1.

For the purposes of summer work, if there are not enough qualified and able employees in the maintenance or mechanic departments, the Board may fill on a seniority and rotating basis, the

remaining positions needed using the following priorities, provided they are qualified and able to perform the job offered.

- a. Individuals passing the maintenance test.
- b. Other members of the bargaining unit by seniority.

The following conditions will apply to summer work:

- a. Work programs for students are excluded from the provisions of this section.
- b. The hourly rate paid for an employee volunteering and qualifying for summer employment will be the higher of his/her regular rate or the starting rate for the appropriate classification.
- c. Those employees working on the scheduled day before and after the Fourth of July will be paid the holiday at the summer rate and based upon the hours worked per day in the summer.
- d. Employees working summer work will not be eligible for any other benefits (i.e. vacation pay, additional sick leave accrual, medical benefits, etc.) or entitlements other those set forth in subsections c. and e.
- e. Sick days may be utilized during the summer months but at the rate of pay and hours worked during the regular school year.

## **ARTICLE 22** **TERMINATION**

### **Section 22.1** **Term of Agreement**

This Agreement is effective July 1, 2018. The Agreement shall terminate at midnight on June 30, 2019.

If either party desires to amend this Agreement, or to negotiate a new agreement, it shall, sixty (60) days prior to the final termination date give written notification of the same.

### **Section 22.2** **Emergency Manager**

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided in that Act.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

LUDINGTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION (LESPA)  
Negotiating Team:

*Jennifer Vandewelt*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUDINGTON AREA SCHOOLS  
BOARD OF EDUCATION  
Negotiating Team:

*Joe Kennedy*

\_\_\_\_\_  
\_\_\_\_\_

## CIVIL RIGHTS COMPLIANCE

The Ludington Area School District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, age, religion, sex, height, weight, marital status, or disabling condition.

The Ludington Board of Education has adopted policies which support the regulations of Title VI, Title IX and Section 504 of the Rehabilitation Act of 1974.

If an employee of the Ludington School District believes any part of the school organization has inadequately applied the principles or regulations of these acts, he/she may bring forward a complaint (which will be referred to as a grievance) to the appropriate school official in accordance with applicable employment contract grievance procedures. If the grievance has not been satisfactorily settled, further appeal may be made through the Regional Office of Civil Rights, Department of Health, Education and Welfare. (Informal step should involve the Title IX/Civil Rights Coordinator.)

Randy Fountain has been designated the Title IX/Civil Rights Coordinator for the Ludington Area School District. Further information regarding complaints and/or inquiries should be directed to 809 E. Tinkham Avenue, Ludington, MI 49431. Phone: 231/845-7303.

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