

**AGREEMENT**

**BETWEEN**

**LAWTON COMMUNITY SCHOOLS**

**AND**

**LAWTON EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION MEA/NEA**

**2009-2012**

**EXPIRES JUNE 30, 2012**

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## **ARTICLE I**

### **AGREEMENT**

This Agreement is entered into effective April 19, 2010, by and between the Lawton Board of Education of Van Buren County, Michigan, hereinafter called the "Board," and the Van Buren County Education Association/Lawton Educational Support Personnel Association, affiliated with the Michigan and National Educational Support Personnel Association, MEA/NEA, hereinafter called the "LESPA" or the "Association."

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all full- and part-time custodial, aides, regular and special education bus drivers, bus mechanics, assistant maintenance/grounds, secretaries, and all food service personnel but excluding supervisors, the central office bookkeeper, secretary to the Superintendent, Bookkeeper, Buildings and Grounds Supervisor, substitutes, casual Bargaining Unit Members, and all other Bargaining Unit Members.
- B. Both parties agree to abide by their respective obligations under the Public Employment Relations Act.
- C. The general purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment.
- D. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education of the Lawton Community Schools and its administrative employees.
- E. Unless otherwise indicated, the term Bargaining Unit Member when used hereinafter in the Agreement shall refer to all members of the above-defined bargaining unit. Reference to male Bargaining Unit Members shall include female Bargaining Unit Members.

## ARTICLE III

### BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
  2. Continue its rights, policies, and practices of assignment and any direction of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any business or school hours or days.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or providing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  4. Adopt rules and regulations.
  5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  6. Determine the placement of operations, production, service, maintenance, or distribution of work and the source of materials and supplies.
  7. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  8. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
  9. To establish training programs for Bargaining Unit Members and to require attendance at any workshop, conference, etc., by Bargaining Unit Members, including special programs.

10. The right to direct the working forces, including the right to hire, promote, suspend, and discharge Bargaining Unit Members, transfer Bargaining Unit Members, determine the size of the work force and to lay off Bargaining Unit Members.
  11. Determine the qualifications of Bargaining Unit Members, except as otherwise defined in this Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
  - D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of Bargaining Unit Members are vested exclusively in the Board and administration.
  - E. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
  - F. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

## ARTICLE IV

### ASSOCIATION RIGHTS AND SECURITY

- A. 1. The Association and its representatives shall have the right to use school facilities and office equipment for Association meetings at reasonable times other than during working hours when such facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities and equipment. Approval shall be withheld/granted on the same basis as other, non-Association requests. Work schedules may be modified to allow for Association meetings provided modification is approved by the Superintendent. Facilities and office equipment shall not be used in a manner that violates the Campaign Finance Act, MCL 169.201 *et. seq.*
2. The LESPA president will certify in writing to the superintendent the name of any Bargaining Unit Member who serves as a VBCEA representative by September 1 of each year. That Bargaining Unit Members will be released without pay to attend VBCEA meetings, not to exceed once per month provided the Bargaining Unit Member notifies both the business office and his immediate supervisor of the time he will be absent at least three (3) workdays in advance. The work hours may be made up at a time mutually scheduled between the Bargaining Unit Member and his supervisor at the discretion of the employee's supervisor.
3. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- B. The Association shall have the right to post notices of activities and matters of Association concern on designated employee bulletin boards in non-student areas of each building or facility to which Bargaining Unit Members may be assigned. The Association may use the inter-school district mail to distribute Association material. A copy of all such notices will be forwarded to the Board.
- C. Association Representation. Bargaining Unit Member shall be represented by Association Representatives and/or MEA Staff, or their designee. Both Association Representatives and Alternate Association Representatives shall be members of the bargaining unit. The Association shall furnish, in writing, to the Board, the names of Association Representatives or designee(s) upon their election or appointment. Should the Association Representative be required to attend a meeting called by the Board during working hours, they shall suffer no loss of pay thereby.
- D. Bargaining Unit Work
1. The work which is not customarily performed by Bargaining Unit Members may be performed by non-bargaining unit persons. The Board may subcontract work customarily performed by bargaining unit Bargaining Unit Members.

2. The work which is customarily performed by bargaining unit employees shall not be performed by the Board's non-bargaining unit persons except as follows:
  - (a) Bus trips to athletic contests to which Board paid coaches may drive their own teams.
  - (b) Field trips to which teachers may drive their own classes.
  - (c) Emergencies when Bargaining Unit Members are either not available or are unwilling to perform such work.
  - (d) Work performed by the maintenance or transportation supervisor or the Superintendent's secretary.
  - (e) Any purpose authorized by law.
3. The Board reserves the right to determine the means of performing any work.
4. A Bargaining Unit Member whose position is eliminated due to subcontracting may bump into his former classification(s) based on the Bargaining Unit Member's seniority in that classification(s).
5. Nothing contained in this Agreement shall be construed to require the Board to offer overtime, except as otherwise provided in this Agreement.

E. Agency Shop

1. Any Bargaining Unit Member who is not an Association member in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay as a representation fee to the Association a legally permissible amount (not to exceed union dues) as determined by the Association in a legally permissible manner; provided, however, that the Bargaining Unit Member may authorize payroll deduction for such fee in the same manner as provided herein. In the event that the Bargaining Unit Member shall not pay such representation fee directly to the Association, or authorize payment through payroll deduction, at the request of the Association, the Board shall, pursuant to MCL 408.477, deduct the representation fee from the Bargaining Unit Member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit Member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Upon written authorization from the Bargaining Unit Member, the Board shall deduct from the wages of the Bargaining Unit Member, Association dues or legally permissible representation fees. Such authorization shall continue in effect unless revoked in writing by the Bargaining Unit Member. The Association will certify, at least annually to the



Board, fifteen (15) days prior to the date of the first payroll deduction for Association dues and legally permissible representation fees the amount of said dues and fees.

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

2. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to political-ideological expenditures - administrative procedures." That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association Bargaining Unit Members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting Bargaining Unit Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. It is agreed that the Association agrees to indemnify and hold the Board harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Board's compliance with the provisions of this Article.
  - (a) In all proceedings in which the school district is involved, the legal expense incurred by the Employer in connection with the application of this provision shall not exceed expenses which are usual and customary in proceedings at that level.
  - (b) The Association is allowed to defend such action, at its own expense and through its own counsel.
  - (c) The Board shall give timely notice of such action to the Association.
  - (d) The Board shall give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

## ARTICLE V

### BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

#### A. Discipline

1. No seniority (non-probationary) Bargaining Unit Members shall be warned, reprimanded, disciplined or discharged without just cause. The grounds forming the basis for disciplinary action will be made available to the Bargaining Unit Member in writing.
2. Upon request, a Bargaining Unit Member shall be entitled to have present an Association representative when being reprimanded or disciplined.
3. The Association President shall be notified of discipline of a Bargaining Unit Member, but details of the disciplinary action shall not be divulged without the Bargaining Unit Member's consent.

#### B. Assaults

Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Board. The school district shall promptly render reasonable assistance (e.g. information for filing of complaint, use of District telephone, etc.) to the Bargaining Unit Member in connection with the handling of the incident by law enforcement authorities. This requirement of reasonable assistance shall not apply if the Bargaining Unit Member provoked the incident or otherwise contributed to the occurrence. When reasonable assistance is rendered the Bargaining Unit Member shall fully cooperate with school administrators and law enforcement authorities in the investigation of the assault.

#### C. Files and Records

Bargaining Unit Member shall, upon proper notification to the Superintendent, be permitted to review the contents of their personnel files. Bargaining Unit Members shall be given copies of all evaluative and/or disciplinary materials which are placed in their personnel files and shall, upon request from the administration, sign for receipt of such material. Any Bargaining Unit Member who disagrees with the information contained in his/her personnel file may submit a written rebuttal. This statement shall not exceed five typed sheets and shall, if available, be included whenever information is divulged to a third party. If a written rebuttal is not submitted within twenty (20) business days from the date the Bargaining Unit Member becomes aware of the information contained in his/her personnel file, this shall be conclusively construed to mean the Bargaining Unit Member does not disagree with the information.

Any adverse material must be brought to the attention of the Bargaining Unit Member before being placed in their file if such material is to be used for future disciplinary or evaluation purposes. The Bargaining Unit Member shall sign a form before anything is placed in their personnel files. The signed form should be kept in the file showing that the Bargaining Unit

Member is aware of the addition to their personnel file.

1. If the Board, Association, and Bargaining Unit Member mutually agree that material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.
2. In the event that the District receives a FOIA request for personnel file(s) of any Bargaining Unit Member(s), or any position thereof, the District shall provide the following to the affected Bargaining Unit Member(s):
  - a. A copy of the FOIA request;
  - b. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request; and
  - c. Upon the Bargaining Unit Member's request, copies of all communications and documentation 24 hours prior to being sent to the requesting parties by the District administrators or other agents or attorneys.
6. The District shall not release the following "exempt" items to third parties:
  - a. Social Security numbers;
  - b. Medical, psychological or counseling information with respect to a Bargaining Unit Member or a Bargaining Unit Member's family;
  - c. All other personal information that is listed under the exemptions provided under the Freedom of Information Act and under the Bullard Plawecki Bargaining Unit Member Right to Know Act, and other federal and state laws.

#### D. Evaluation

Each Bargaining Unit Member shall be evaluated as deemed appropriate by the Board at least annually. A pre-evaluation conference, which is optional, may be held with the Bargaining Unit Member by the evaluator. The evaluation form will include three categories: Satisfactory, Unsatisfactory, and Needs Improvement. A place will be provided on the form for the evaluator to include compliments, reasons for indicated deficiencies, and general comments and for the evaluator to indicate any assistance which will be made available to the Bargaining Unit Member. A place will also be included for the Bargaining Unit Member's comments. The evaluator will sign and date the evaluation form, and the Bargaining Unit Member will sign and date the evaluation form, but the form will indicate that signing by the Bargaining Unit Member does not necessarily mean that the Bargaining Unit Member agrees with the evaluation. All evaluation documents may be placed in the Bargaining Unit Member's personnel file. A Bargaining Unit Member who initially receives an Unsatisfactory in one or more of the evaluation categories will be evaluated again after an appropriate time, which may be immediately but not more than sixty (60) days worked by that Bargaining Unit Member after the initial evaluation.

## ARTICLE VI

### WORK DUTIES AND COMPENSATION

- A. The employment schedule of support personnel employees shall be as set forth in Appendix "A."
- B. The basic compensation of the Bargaining Unit Member shall be as set forth in Appendix "B". There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime work:
  - 1. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week or eight (8) hours in one (1) day, except that bus drivers shall not be eligible for overtime unless the forty (40) hours requirement is met.
  - 2. Holidays and over time shall be computed based only on hours actually worked (personal business days, and sick leave will not count).
  - 3. By Agreement between the involved Bargaining Unit Member and his/her supervisor, compensatory time (at one and one-half (1 ½) hours for each one (1) hour worked) may be substituted for overtime payments specified above. Compensatory time, if given, must be used in the pay period in which it is earned unless agreed otherwise.
  - 4. If an overtime assignment is declined by available Bargaining Unit Members in that classification, the Board shall have the right to assign the overtime to the least senior qualified person in that classification.
  - 5. Overtime, Holiday, and Sunday Pay. Overtime, as defined in (C) (1) above, and Sunday Pay will be compensated at one and one-half (1 ½) time, unless taken as compensatory time. Holiday pay shall be double time (2 times) the regular rate.
  - 6. Overtime shall be limited to four (4) hours overtime when the overtime assignment is in addition to an eight- (8) hour shift, except in cases of emergency.
  - 7. No Bargaining Unit Member shall work overtime without the permission of his/her supervisor. A detailed record of overtime shall be kept by the Bookkeeper.
  - 8. Overtime for all Bargaining Unit Member shall be assigned on a rotating basis building by building based upon classification, beginning with the most senior Bargaining Unit Member in the classification. Bargaining Unit Members interested in overtime or extra assignments must sign-up at the beginning of the school year. Whenever extra work is required of Bargaining Unit Members, the supervisor will be responsible for making the arrangements. The additional help will be assigned based on a sign-up sheet on a rotating basis by seniority, in accordance with Article VI, C, 4. The Board reserves the right to assign work out of rotation in the event that rotation would require the payment of overtime. The forty hours is based on a sum of all classifications or work.

- D. The fringe benefits of the Bargaining Unit Members shall be as set forth in Appendix "C".
- E. Payroll deductions, to the extent possible, shall be made in equal amounts per paycheck.
- F. Bargaining Unit Members shall be paid bi-weekly on an hourly basis (run basis for drivers).
- G. The definition of the work week is the pay period of Thursday through Wednesday.

## ARTICLE VII

### SENIORITY

- A. Bargaining Unit Members shall accrue dual seniority, one being "district" seniority and other being "classification" seniority. District seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Classification seniority shall be defined as the length of continuous service within a classification. Accumulation of seniority shall be retroactive to the last date of hire (i.e., day reported for work as a unit Bargaining Unit Member). If a Bargaining Unit Member is reassigned to another classification, seniority in the former classification shall be frozen. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. For purposes of seniority only, part-time Bargaining Unit Members working less than fifteen (15) hours per week shall accrue seniority on a half-time basis. Bus drivers driving two (2) runs per day shall be considered full-time for purposes of seniority only. Drivers driving one (1) run or less per day will be considered half-time for purposes of seniority only.
- C. Seniority shall continue to accrue while a Bargaining Unit Member is on layoff and during "involuntary" unpaid leaves of absence.
- D. Seniority shall be computed utilizing years and days. A Bargaining Unit Member working 170 days or more in one fiscal year, July 1 – June 30, shall be given one (1) year of seniority.
- E. All new Bargaining Unit Members shall be on probation for the first ninety (90) days worked. Probationary Bargaining Unit Members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary Bargaining Unit Members shall have all the rights and benefits under this Agreement except probationary Bargaining Unit Members may be discharged, disciplined, or reprimanded for reasons sufficient to the Board without access to the grievance procedure.
- F. The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted in all buildings of the district and shall be given to all Bargaining Unit Members within thirty (30) working days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. The seniority list will reflect the hire date and the total length of service in years and days. A copy of the seniority list and subsequent revisions shall be furnished to the Association president. If no objections are received within thirty (30) working days thereafter, as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive.
- G. Seniority shall be lost by support personnel upon termination, resignation, retirement, failure to return as scheduled from a leave of absence or layoff, or transfer to a non-bargaining unit position.

## ARTICLE VIII

### VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. A "vacancy" shall be defined as a newly created position within a classification that is represented by the Association or a present position within a classification that is represented by the Association which the Board wishes to fill and which becomes vacant by reason of permanent separation (resignation, retirement, death, or discharge) of the Bargaining Unit Member formerly in that position. In addition, if an individual employed in a classification that is represented by the Association is granted a voluntary leave of one (1) or more years and the Board wishes to fill that position, the position shall be considered a "vacancy" when the voluntary leave commences.
- B. Vacancies (except for drivers) shall be posted for not less than ten (10) calendar days in a conspicuous place in each school building prior to permanent filling of the vacancy. Interested Bargaining Unit Members must apply in writing to the Superintendent, or designee, within the ten (10) calendar days posting period. The Board shall notify Bargaining Unit Members of vacancies occurring during the summer months (June, July, and August) by sending notice of same to the Association president.

The posting shall consist of:

1. Type of work/classification;
  2. Location of work;
  3. Starting date;
  4. Hours to be worked;
  5. Requirements and job qualifications;
  6. Rate of pay.
- C. All qualified applicants from the bargaining unit shall be considered for vacancies and be offered an interview. Within ten (10) workdays after employment of an applicant, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- D. Vacancies shall be filled with the most senior qualified applicant from within the classification in which the vacancy exists first, then from most district senior qualified applicants within the bargaining unit. Bargaining Unit Members will be considered qualified if they meet the requirements and job qualifications as provided in the job description, or qualifications as determined by the Board. Part time positions may not be combined without prior approval. Approval shall not be withheld arbitrarily.

The qualified Bargaining Unit Member selected for the vacancy will be given up to a ninety (90) day workday trial period if the Bargaining Unit Member will be moving into a new classification or a new subclassification. At the option of either the Bargaining Unit Member or the Board, the Bargaining Unit Member shall be reassigned as soon as practicable back to his last position, which may be temporarily filled at the Board's discretion. A decision made by the Board to reassign a Bargaining Unit Member back during the trial period shall not be

grievable. Nothing shall require the district to wait for a full ninety (90) workdays before reassigning the Bargaining Unit Member if the Bargaining Unit Member clearly will not be satisfactory to the Board.

The classifications and subclassifications are as follows:

<u>Classifications</u>	<u>Subclassification</u>
1. Bus Drivers	
2. Food Service	Cook Kitchen Helper
3. Aides	
4. Bus Mechanic	
5. Secretary	
6. Custodial/Grounds/ Maintenance	Custodial Asst. Maintenance/Grounds Day Custodian/Maintenance/ Grounds

- E. (1) Bus route assignments will be open for bidding by seniority once each year at the initial bus driver meeting prior to the start of school. Routes will be open for bids a second time after the routes are finalized in the fall, if any routes have changed in the interim. Routes shall be bid upon by employees within the bus driver classification first. Contracted-employees shall bid second.
- (2) Whenever a bus route assignment becomes vacant, the route assignment will be posted on the bus drivers' bulletin board. If another driver wishes to apply for the route opening, he/she may do so by submitting a letter to this effect to the Superintendent within seven (7) calendar days following the posting. The most senior driver submitting an application for the vacancy shall be awarded the assignment. The Board reserves the right to temporarily fill the vacant bus route assignment during the school year until the next bidding.

The Board reserves the right to reassign drivers if necessary for the health, safety, and/or morale of the driver and/or students, at its discretion.

- F. Any Bargaining Unit Member assigned by a supervisor to temporarily assume the position of another Bargaining Unit Member will be paid the wage rate for that position or the Bargaining Unit Member's regular wage rate, whichever is greater. The rate of pay will be effective only after five (5) consecutive work days in the same position. Should the Bargaining Unit Member exceed five (5) consecutive work days in the same position, the Bargaining Unit Member shall be paid the higher wage rate while in that position, retroactive to the first



consecutive day worked in that position for that period. Substitute bus drivers will be exempt and shall be paid the substitute bus driver rate for each substitute bus run.

- G.
- (1) School year Bargaining Unit Members, i.e., aides, cooks, and bus drivers, may be provided the opportunity to perform temporary work during breaks or during the summer months; as such work is available, provided they are qualified according to the job description. Such work shall be paid at the regular rate paid by the Board for such work, but seniority or benefits shall not accrue as the result of such work.
  - (2) The Board will offer such work in order of district seniority and qualifications from a list wherein Bargaining Unit Members have indicated interest and reasonable availability, which must be provided to the Board prior to breaks or the beginning of summer vacation. A Bargaining Unit Member will be removed from the list if he/she is unable to be reached or declines the opportunity three times. It shall be the responsibility of the Bargaining Unit Member to provide the Board with a current address and phone number.
  - (3) The filling of these assignments will not reduce the hours or cause the layoff of regular Bargaining Unit Members.
- H. Temporarily Filling Vacancies - The Board may temporarily fill a vacancy that occurs after Christmas break and before the end of the school year. Such vacancies, unless eliminated, shall be posted at the end of the school year.

## ARTICLE IX

### REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the total number of Bargaining Unit Members, or as the result of the return of another Bargaining Unit Member from leave of absence, which reduction is implemented through discontinuing whole bargaining unit position(s), to the extent practicable or reduction of hours. The parties agree that the intent of this provision is to allow for a reduction of hours among positions within a classification. However, the parties agree to confer before reduction of hours or layoff notices are issued. The Board reserves the right to select the job classification(s), department, or school in which reduction shall take place.
- B. Bargaining Unit Members to be laid off will receive at least fifteen (15) calendar days' written notice of layoff except in cases of emergency such as natural disasters and unforeseen circumstances which would reasonably prohibit such notice, in which case written notice will be given as soon as is practicable.
- C. Layoffs will occur within classification according to the following procedure:
1. Probationary Bargaining Unit Members, within the affected classification(s) shall be laid off first provided the remaining Bargaining Unit Members are qualified to perform the remaining work.
  2. Non-probationary Bargaining Unit Members within the affected classification(s) shall then be laid off in inverse order of classification seniority, as defined in Article VII of this Agreement, provided that the remaining Bargaining Unit Members are qualified to perform the remaining work.
  3. Upon layoff from a classification, non-probationary Bargaining Unit Members Bargaining Unit Members will be offered and may accept vacancies for which they are qualified in other classifications, in order of district seniority. Following a thirty (30) calendar day trial period, the Bargaining Unit Member may be returned to a layoff status in his/her regular classification if the Bargaining Unit Member so desires or if the Bargaining Unit Member proves unqualified to perform the work, as defined in this Agreement. Up to one (1) year from the time a vacancy is so filled, the Bargaining Unit Member will accrue seniority in the classification from which he/she is laid off. If the Bargaining Unit Member has not been recalled to his/her original classification after one (1) year, the Bargaining Unit Member must elect either accrual of seniority in the new classification, or return to layoff status in his/her original classification. All seniority in his/her original classification shall be frozen if the Bargaining Unit Member elects accrual of seniority in the new classification, and seniority in the new classification shall be frozen if the Bargaining Unit Member elects to return to layoff status in his/her original classification.
- D. Concerning implementing Section C, 2 above, when a more senior Bargaining Unit Member's position is eliminated, the more senior Bargaining Unit Member may "bump" into

positions with equal or less hours occupied by the least senioried Bargaining Unit Members within their classification.

In other words, a more senioried Bargaining Unit Member whose position is being eliminated (or reduced in hours as limited in Article IX, A) may only “bump” into positions of equal or less hours. Also, the “bumping” Bargaining Unit Member must choose the position occupied by the least senioried Bargaining Unit Member with equal or less hours.

This process reduces the number of Bargaining Unit Members being “bumped” and assures the Bargaining Unit Members whose positions are being eliminated that they will have positions with equal hours if such positions exist and are occupied by Bargaining Unit Members with less seniority.

- E. A laid off Bargaining Unit Member shall, upon written declaration of their reasonable availability, be granted priority status on the substitute list within their classification(s). Such substitute service shall be compensated at the regular rate. If a Bargaining Unit Member refuses such opportunity to substitute, or is unable to be reached three (3) times, the Bargaining Unit Member’s name shall be removed from the substitute list. It shall be the responsibility of the Bargaining Unit Member to provide the Board with the telephone number and address where the Bargaining Unit Member can be reached.
- F. Laid off Bargaining Unit Members may continue their insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act, as amended. Payments shall be made on a payment schedule established by the Board and shall only be allowed if permitted by the insurance carrier(s) and/or policyholder(s). Bargaining Unit Members also have a right of conversion for term life insurance which must be exercised within thirty (30) calendar days of separation, including layoff. The Bargaining Unit Member is responsible for making contact with the insurance company. Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or any other benefits under this Agreement.
- G. The Board shall recall Bargaining Unit Members from layoff for a period of twenty-four (24) months after layoff, according to classification seniority to the vacant position(s) in his classification, provided that the recalled Bargaining Unit Member is presently qualified (at the time of recall) and has the necessary skills, training, and ability to perform the available work. In addition, the opportunity to fill vacancies during layoff shall be provided pursuant to Article IX(C) (3) above.
- H. Notices of recall shall be sent by certified mail, return receipt requested, to the Bargaining Unit Member’s last known address as shown on the Board’s records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member’s responsibility to keep the Board notified as to his/her current mailing address. A recalled Bargaining Unit Member shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the Bargaining Unit Member receives more than seven (7) workdays advance notice of recall, the Bargaining Unit Member shall immediately give a written acceptance or rejection of the position to the Superintendent. The Board may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the

seven-(7) day period. Any Bargaining Unit Member who declines recall to perform work for which he/she is qualified shall forfeit all his/her seniority rights under this Agreement and shall be considered conclusively and irrefutably to have voluntarily quit.

- I. Bargaining Unit Members, upon recall, shall be reinstated with all rights and benefits they accrued prior to layoff.
- J. Bargaining Unit Members on layoff shall retain their seniority for purpose of recall for a period of one (1) year or the length of the Bargaining Unit Member's district and/or classification seniority (whichever is greater) not to exceed a maximum of two (2) years. If a laid off Bargaining Unit Member is not recalled within the aforementioned period, all rights to continued employment and recall shall terminate.
- K. District and classification seniority shall continue to accrue while a Bargaining Unit Member is on layoff. Seniority accrued while a Bargaining Unit Member is on layoff shall not count toward seniority on the salary schedule.

## ARTICLE X

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by a Bargaining Unit Member or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this written Agreement and any such claim may be processed through this grievance procedure except for the following:
1. Any matter involving Bargaining Unit Member evaluation, except evaluation procedure, if the alleged procedural error is of a substantive nature.
  2. Any matter involving the discharge, discipline, or reprimand of probationary Bargaining Unit Members.
- B. Written grievances as specified herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
- C. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the Association to abide by the time limits, except by mutual agreement shall bar the grievance from further processing.
- D. In the event the grievant believes a grievance, as above defined, exists, a grievant shall use the following procedure:

#### Step 1:

The grievant shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within ten (10) working days following the alleged violation.

#### Step 2:

If Step 1 fails to resolve the alleged grievance, the grievant may reduce the alleged grievance to writing and file it with the immediate supervisor. The written grievance

must be filed with the immediate supervisor no later than five (5) working days following the date of the verbal discussion with the supervisor as specified in Step 1.

The immediate supervisor shall, within five (5) working days of receipt of the written grievance, meet with the grievant and Association in an attempt to resolve the issue.

The supervisor shall respond in writing within five (5) working days of the date of the meeting.

Step 3:

If the Association is not satisfied with the immediate supervisor's response, or the supervisor fails to respond, the Association may, within five (5) working days of the date of the immediate supervisor's response is due, transmit the written grievance to the Superintendent or his/her designee.

Within five (5) working days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within five (5) working days of the date of the meeting.

Step 4:

If the Association is not satisfied with the response to the grievance at Step 3, or if no response is received, the Association may transmit the grievance to the designated representative of the Board. Such appeal shall take place within five (5) working days of the date the Superintendent's response at Step 3 was due.

The Board, or its designated representative(s), shall meet with the Association at its next regularly scheduled meeting to hear the grievance and shall respond to the grievance in writing within five (5) working days from the date the meeting was held.

Step 5:

Arbitration. If the Association is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to arbitration, it shall file a notice of intent to arbitrate with the Board and the American Arbitration Association within twenty (20) days after the time designated for the Board's Step 4 response. The arbitrator shall then be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party at least seven (7) days prior to the hearing.

- E. Powers of the Arbitrator. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to rule on any of the following:
    - (a) The termination of services of or failure to re-employ any probationary Bargaining Unit Member.
    - (b) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
    - (c) Any matter involving the content of any Bargaining Unit Member evaluation.
    - (d) Any matter prohibited by law.
  3. He/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.
  6. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Association, its members, the Bargaining Unit Member or Bargaining Unit Members involved, and the Board.
  7. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- F. All claims for back wages shall be limited to the amount of wages that the Bargaining Unit Member would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
- G. No decision in any one case shall require a retroactive wage adjustment beyond one year from

the time that the grievance was filed.

- H. As used in this Article, the term "working days" shall refer to working days during the academic year and business days, excluding Saturdays, Sundays, and holidays, during the summer break period.



## ARTICLE XI

### PAID LEAVES

#### A. Sick/Disability Leave

1. (a) All Bargaining Unit Members shall accrue sick/ disability leave according to the schedule set forth below. Sick/disability leave may only be used on days when the Bargaining Unit Member is either personally physically unable to perform normal job duties or for up to ten (10) days per year (July 1 to June 30) for days on which the Bargaining Unit Member's presence at home is necessary due to serious illness or injury to the Bargaining Unit Member's current spouse, children/stepchildren, father, mother, or other legal dependent as declared for IRS purposes. The Board at its discretion may grant a Bargaining Unit Member the use of more than ten (10) sick days per year in conjunction with approved Family Medical Leave for illness or injuries to the Bargaining Unit Member's current spouse, children/stepchildren, father, mother, or other legal dependent as declared for IRS purposes. All eligible Bargaining Unit Members may accumulate up to one hundred (100) sick leave days. Any Bargaining Unit Member working less than thirty (30) hours, but twenty-five (25) hours or more, during the 1988-89 school year as of March 13, 1989, shall be grandparented and considered "full-time" for purposes of this section [(XI)(A)(1)]. Fifty-two (52) week, eight- (8) hour Bargaining Unit Members who also serve as bus drivers shall accumulate sick leave in the same manner as other eight-hour Bargaining Unit Members. Sick leave pay shall be based on the hourly rate for the Bargaining Unit Member's primary job. A sick day is equal to the number of hours a Bargaining Unit Member regularly works each day. Leave may be taken in full or half day increments.

30 or more hours per week: 10 days per year (July 1 – June 30)

29-20 hours per week : 7 days per year

19-10 hours per week: 3 days per year

9-0 hours per week: 0 days per year

- (b) Bargaining Unit Members who only drive buses or bus drivers who work a total of less than eight (8) hours per day, or less than fifty-two (52) weeks per year, shall be granted paid sick leave of ten (10) runs per year for regular or vocational technical center runs, and five (5) runs per year for kindergarten and shuttle runs. Paid sickness leave for bus drivers shall be cumulative to:

One (1) run per day and regular shuttle run driver – thirty (30) runs

Two (2) runs per day driver – sixty (60) runs

Three (3) and four (4) runs per day drivers – ninety (90) runs

- (c) All Bargaining Unit Members who hold more than one (1) position, except

Bargaining Unit Members who are both year-round and full-time eight (8) hours per day, fifty-two (52) weeks per year), will accrue and be paid for sick days according to the provisions of this article for each of their positions according to the hours worked in each position. Holding two (2) different positions does not change the way sick days will accrue or be paid in each position.

2. (a) The Board shall have the right to require medical verification from the Bargaining Unit Member which shall consist of a written statement from the Bargaining Unit Member's attending physician, psychiatrist, or psychologist when the Board has reasonable cause to believe that the Bargaining Unit Member is misusing sick leave or the Bargaining Unit Member has an unacceptable pattern of absenteeism or excessive absenteeism.
  - (b) The Board retains the right to have a Bargaining Unit Member claiming illness or disability examined by a physician, psychiatrist, or psychologist of the Board's choosing. Said examination shall be at the Board's expense, and a copy of the report shall be furnished to both the Board and the Bargaining Unit Member.
  - (c) Both parties recognize that all Bargaining Unit Members are required to notify the business office in case of absence(s). Bus drivers who also work in another job classification (for example, driver and custodian) must notify any applicable supervisors. Bargaining Unit Members must notify not less than one (1) hour before the scheduled reporting time. The Board has the right to use the appropriate disciplinary action if sick leave is abused.
3. The Board shall reimburse the Bargaining Unit Member for accumulated unused sick days upon official retirement in the Michigan Public School Employees Retirement System (M.P.S.E.R.S.) at the rate of thirty-five dollars (\$35.00) per day.

B. Personal Business Leave. Personal leave (third day deductible from sick leave) may be used up to a maximum of three (3) days per year without loss of pay by Bargaining Unit Members who work at least thirty (30) hours per week. Bargaining Unit Members who work less than thirty (30) hours shall not be granted paid leave. A written application (see Appendix D) must be submitted to the Bargaining Unit Member's immediate supervisor three (3) workdays in advance except in cases of emergency. Personal leave shall not be used the day before or after vacations when school is in session. Exceptions may be made by the superintendent. Two (2) unused personal business days, if available, will be "banked" and carried over to the next year making a total of four (4) days available to the support personnel Bargaining Unit Member during the following year. This process will be repeated each year if the Bargaining Unit Member has at least one (1) unused personal business day at the end of each school year. There will be a maximum of four (4) days available in any given year. All unused personal business days which are not used or forwarded to be "banked" will be transferred to the Bargaining Unit Member's accumulated unused sick days on June 30<sup>th</sup>, the end of the fiscal year.

30 or more hours per week 3 days per year (July 1 – June 30)

This section applies to bus drivers: Bus drivers who also work in other positions will receive the same pay for a Personal Business Day as they receive when they take a sick day during a student day.

- C. Funeral Leave. Funeral leave shall be granted with pay to a Bargaining Unit Member for a period not to exceed three (3) working days for each death to attend the funeral of the Bargaining Unit Member's immediate family. Immediate family shall be defined as spouse, father, mother, brother, sister, children, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grand-parents, and grandchildren.

If additional days are necessary for travel, additional days may be granted. These additional days will be deducted from the Bargaining Unit Member's sick leave. One personal business day per year may be used to attend the funeral of another person outside the immediate family.

D. Jury Duty

1. Required jury duty or subpoenaed testimony by the Bargaining Unit Member will be excused unless in an action initiated by the Bargaining Unit Member or Association against the Board. However, the Board shall pay only the amount of wages that are equal to the difference between the Bargaining Unit Member's regular wages for the jury service or witness fees.
2. Bargaining Unit Members who are dismissed after a half-day (1/2) of jury duty or subpoenaed testimony shall report to school for the balance of the school day or be charged for one-half (1/2) personal business day.

Bargaining Unit Members shall call the Administration if they are released in half or less of a day. The Bargaining Unit Member and the Administration will resolve if it is possible/practicable to return or not to return to work. The Bargaining Unit Member will be charged a one-half (1/2) day personal day if the Bargaining Unit Member does not return and it was possible/practicable to return.

They are to submit their check stubs from the court to the Business Office.

E. Worker's Compensation

1. Worker's compensation insurance will be provided by the Board. Bargaining Unit Members must report job-related injuries/accidents immediately to their supervisor or designee.
2. If a Bargaining Unit Member is absent because of a job-related injury, the Board shall pay the Bargaining Unit Member the difference between the Bargaining Unit Member's regular pay and the worker's compensation insurance payments to the limit of the Bargaining Unit Member's accumulated sick leave. The sick days shall be prorated, based upon the portion of the Bargaining Unit Member's wage which is generated from

the utilization of sick leave.

3. The Bargaining Unit Member has the option to accept only the amount compensated by the worker's compensation insurance if he/she does not wish to use his/her accumulated sick leave for such absence.

## ARTICLE XII

### UNPAID LEAVES

- A. Disability and/or Extended Illness Leave. The Board shall grant an unpaid leave of absence to a Bargaining Unit Member who has exhausted his/her sick leave and is unable, due to an FMLA qualifying illness or disability, to return to work. Such leave shall be for a period up to a total of ninety (90) workdays each contract, renewable at the discretion of the Board. Upon return from leave, the Bargaining Unit Member shall be returned to the same position he/she left, or, if the position has been eliminated, to a similar position if one is available and the Bargaining Unit Member has sufficient seniority and is otherwise qualified. This shall be considered an "involuntary" leave under this Agreement. Denial of additional time off shall not be grievable.
- B. General Leave. The Board may grant an unpaid leave of absence upon the request of a Bargaining Unit Member for other reasons not otherwise herein provided. Bargaining Unit Members will not be allowed time off without pay unless approval is granted by the Superintendent or designee due to extremely unusual circumstances. Allowing time off under this provision will not constitute a precedent or past practice. Denial of time off will not be grievable.
- C. General conditions pertaining to unpaid leaves shall be as follows:
1. Written Application for Leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in case of emergency.
  2. Seniority shall remain unbroken and shall continue to accrue during "involuntary" unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this Agreement shall accrue during unpaid leaves.
  3. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
  4. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in case of emergency), a Bargaining Unit Member must notify the Board in writing of the request for an extension, giving the ending date of the extension. The Board will notify the Bargaining Unit Member within ten (10) days upon receipt of the request for extension or following the next regular Board meeting, whichever is later, as to whether or not the extension has been granted.
  5. (a) When a Bargaining Unit Member is returning from an unpaid leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the Bargaining Unit Member's ability to resume normal job duties.  
(b) The Board shall also have the right to have the Bargaining Unit Member examined by a Board-selected physician, psychiatrist, and/or psychologist at the Board's

expense.

D. Family Medical Leave Act (FMLA): Family Medical Leave shall be provided, pursuant to the Family Medical Leave Act of 1993 as amended. If the Bargaining Unit Member fails to return on his/her own volition, the Bargaining Unit Member shall reimburse the cost premium paid by the Employer. Family Medical Leave shall be provided on a rolling year. Paid time off shall be used concurrently. Bargaining Unit Members caring for another qualified individual pursuant to the FMLA may reserve five (5) sick days, if available, for personal illness.

E. Excessive Unpaid Absences: are not acceptable, even for reasons such as illness, except days as defined by FMLA. Bargaining Unit Members with excessive unpaid leaves of absences may be subject to disciplinary consequences up to and including dismissal.

## **ARTICLE XIII**

### **CONTINUITY OF OPERATIONS**

- A. The Association agrees that it or the Bargaining Unit Members shall not authorize, sanction, condone, engage in, or acquiesce in any strike. "Strike" shall be defined to include slowdowns, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties for the purpose of influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Board.
  
- B. Lockouts. The Board agrees that it will not lockout any Bargaining Unit Member during the term of this Agreement for the purpose of influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

## ARTICLE XIV

### GENERAL

- A. This Agreement supersedes and cancels all previous inconsistent agreements, verbal or written, or based on inconsistent past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties hereto.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. In such event, the parties shall meet to negotiate for the purpose of bargaining a satisfactory replacement for such Article or section.
- D. Safety and Health
1. Bargaining Unit Members shall also be required to satisfactorily pass examinations for tuberculosis as required by law or extenuating circumstances.
  2. If the State requires that bus drivers have physicals, the Board will pay for the physical. The bus drivers may, provided the Board agrees, select their own physician for their physical examination. In these cases, the Board will pay up to the amount charged by the Board's designated health care facility towards the cost of the examination.
  3. Bargaining Unit Members must immediately report to the supervisor or designee all accidents or injuries sustained by students or themselves or in which school property entrusted to them is involved. Bargaining Unit Members may be required to fill out report forms made available by the Board.
  4. Every Bargaining Unit Member shall observe all safety rules and shall use safety devices or equipment as is required thereby.



- E. **Bargaining Unit Member Addresses.** Bargaining Unit Members shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to a Bargaining Unit Member at his or her last address on record with the Board shall constitute sufficient notice to the Bargaining Unit Member of the contents of such communications.

ARTICLE XV


DURATION OF AGREEMENT

A. This Agreement shall be effective upon ratification by the parties and shall expire on June 30, 2012, unless extended by mutual written agreement. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

LESPA ASSOCIATION

LAWTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

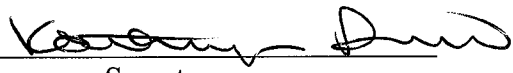
By:   
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LESPA President

By:   
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President

Date: 5-7-10

Date: 5/12/10

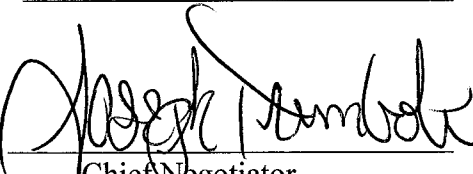
By: Karen S. Welburn  
LESPA Secretary

By:   
Secretary

Date: May 7, 2010

Date: 5/4/10

By: Melanie Swartz  
VBCEA Chief Negotiator

By:   
Chief Negotiator

Date: 5/7/2010

Date: 5-6-2010

## APPENDIX A

### WORKING HOURS AND WORK YEAR

- A. 1. Custodial and Assistant Maintenance/Grounds Bargaining Unit Members will be normally scheduled on a full year (fifty-two [52] week) basis.

2. Aides

Media and Classroom aides shall normally work the same days as the students are scheduled to be in attendance.

Copy/Recess and Noon Hour aides shall normally be scheduled to work the days the students are scheduled for attendance. Noon Hour aides are not eligible for paid breaks.

3. Bus Drivers

(a) Bus drivers shall be paid on the basis of a bus run rather than on an hourly rate. A regular or kindergarten bus run is defined as a continuous bus trip, beginning when the bus leaves the bus lot, and ending when the bus returns to the bus lot after discharging all students. Drivers shall be responsible for pre-trip inspections, fueling, and sweeping their buses in a satisfactory manner, as determined by the Director of Transportation and the Bus Supervisor.

(b) It is agreed that each bus driver shall be paid for one regular or kindergarten run, provided that actual driving time required to complete the run does not exceed sixty-six (66) minutes. If actual driving time exceeds sixty-six (66) minutes, as verified by the Director of Transportation, the driver shall be paid an additional twenty percent (20%) of his or her regular rate.

(c) Extra trips shall be offered on a classification seniority based rotation. The rotation list shall align bus drivers by classification seniority as defined in this Agreement. Drivers interested in extra trip assignments may sign up on the extra trip roster not later than the end of the first scheduled day of student instruction each year.

Drivers may accept an extra trip if he/she has a conflicting regular bus assignment provided the Board secures a substitute driver from the list of substitutes.

The driver selected to fill an extra trip assignment will be the most senior driver signing up for the extra trip who falls next in line on the rotation list below the last driver who accepted an extra trip. The rotation list shall start from the top of the list at the start of each school year.

The Board reserves the right to assign drivers out of rotation in the event that no driver on the rotation list accepts an extra trip and the Board's attempt to fill the assignment with a substitute has not procured a driver for the extra trip. In this event, the Board will assign the least senior driver on the extra trip list.

The Board reserves the right to assign drivers, or offer assignments to drivers, out of rotation in the event that the rotation would require the payment of overtime.

If a bus driver is not selected for an extra trip due to overtime and/or work schedule conflict(s), the driver will not be charged (i.e., not be counted as having had a trip opportunity) for that trip and will be selected for the first trip for which the driver is eligible.

- (d) Regular shuttle runs between the high school and the elementary-middle school sites shall be paid at the driver's regular run rate. Five shuttles will be equal to one bus run. Shuttle bus drivers who do not work in other positions during the day will be paid the waiting rate for time between shuttles.
- (e) Any run within the village limits or trips between buildings other than regular shuttles shall be termed special shuttles. The driver shall be paid at their regular run rate. A trip of twelve (12) minutes or less shall be paid at one-fifth (1/5) of a run and will increase by fifths as the time increases in twelve (12)-minute increments (i.e., an eighteen (18)-minute trip would be two-fifths (2/5) of a run and a twenty-six (26)-minute trip would be three-fifths (3/5) of a run). A call-in driver (not on duty in some other capacity at the time) would be paid on the extra trip schedule. The Board will ask available drivers working in other capacities at the time to take these special shuttles. If those drivers decline, then other available drivers will be asked. If those drivers decline or cannot be reached, the Board reserves the right to use available drivers working in other capacities at the time these special shuttles would occur.

#### 4. Secretaries

- (a) Secretaries will be scheduled with work schedules (including lunch times) to be arranged with the immediate supervisor. Secretaries will normally work seven and one-half (7 ½) hours per day (plus unpaid lunch time). The number of work days per year and/or work hours per day may be reduced by the Board.
- (b) Secretaries. All current five (5) secretaries as of June, 2001 in the Elementary, Middle School, High School, Maintenance/Transportation and Guidance will be "Grandfathered" concerning paid holidays and vacations. However, the building secretaries paid work year will be 210 days plus vacation, a benefit package, and paid holidays. The Guidance secretary's paid work year will be 195 days plus six (6) paid holidays, a benefit package, and vacation days. The building secretaries' paid work year will normally be 210 days. The guidance secretary's paid work year will normally be 195 days.

#### 5. Food Services

Food service Bargaining Unit Members shall normally have a work year corresponding to days of full-day student attendance. These Bargaining Unit Members may also be scheduled to work additional day(s) before and/or after their normal work year.

- B. Work Day. Unless otherwise specified in this Agreement, the normal work day for full-time Bargaining Unit Members shall include a duty-free thirty-(30) minute unpaid lunch period (except those who are only bus drivers and work less than thirty (30) hours per week). It is recognized that a Bargaining Unit Member may occasionally be interrupted during this lunch period to respond to job duties. In such event, the Bargaining Unit Member shall be permitted to extend his/her lunch period by an amount of time equal to the time spent in handling the interruption.

Bargaining Unit Members (except those who are only bus drivers) working four (4) hours or more shall receive one (1) paid, duty-free break of fifteen (15) minutes. Bargaining Unit Members working seven (7) hours or more shall receive a second fifteen- (15) minute break. Breaks shall be scheduled between the Bargaining Unit Member and his/her immediate supervisor. Breaks shall be taken within the Bargaining Unit Member's assigned building. If a Bargaining Unit Member's break is interrupted due to job responsibilities, the lost time will be rescheduled between the Bargaining Unit Member and his/her immediate supervisor.

Lunch and break schedules may be altered with the consent of the Bargaining Unit Member and his/her immediate supervisor.

- C. School Closings. When an unscheduled school closing occurs (due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions), the following procedures will apply:
1. Less than forty- (40) week Bargaining Unit Members shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency conditions enumerated in the State School Aid Act, as amended. However, those Bargaining Unit Members shall work on rescheduled make-up hours with no additional compensation, if those hours are required for the District to obtain full State Aid funding.
  2. When forty-two (42) week or more Bargaining Unit Members are required to report for work, Bargaining Unit Members who do not or cannot report may use paid leave such as a sick day, a vacation day, a personal business leave day or an unpaid leave day.
  3. Forty-two (42) week or more Bargaining Unit Members reporting to work late on such days (due to inclement weather or other emergency conditions) shall be entitled to make up lost time.
- D. Call in Work. Custodial Bargaining Unit Members who are required to report to work outside their normal schedule shall be paid for a minimum of two (2) hours at the Bargaining Unit Member's regular rate. This shall not apply in a situation where the Bargaining Unit Member is assigned by supervision to perform occasional extra work immediately before or after his/her regular shift. The Bargaining Unit Member shall complete the work necessitating the "call-in" but shall not be required to remain beyond that time.
- E. Time Sheets. All hourly Bargaining Unit Members shall submit time sheets indicating the actual time worked on a weekly basis. Drivers shall submit time sheets for all hour-rated work and runs driven. A separate time sheet shall be completed for each classification the Bargaining Unit Member worked in during that pay period.

**APPENDIX B**

**BASIC COMPENSATION**

Position	Step	4/19/10-6/30/12 Hourly Wages
A. Aide	1	\$10.61
	2	\$10.90
	3	\$11.19
	4	\$11.49
	5	\$11.73

Position	Step	4/19/10-6/30/12 Wages Per Run
B. Bus Driver – Regular (Regular bus drivers who substitute will get their regular pay)	1	\$17.63
	2	\$18.67
	3	\$19.89
	4	\$20.86
	5	\$22.93

<b>Special Trips:</b> Drivers who give up a regular run – first hour at drivers run rate. Additional hours & waiting		\$9.71
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Position	Step	4/19/10-6/30/12 Hourly Wages
C. Bus Mechanic	1	\$14.86
	2	\$15.54
	3	\$16.20
	4	\$16.97
	5	\$18.00

Position	Step	4/19/10-6/30/12 Hourly Wages
D. Cook	1	\$10.61
	2	\$10.90
	3	\$11.19
	4	\$11.49
	5	\$11.73

Position	Step	4/19/10-6/30/12 Hourly Wages
E. Kitchen Helper	1	\$10.61
	2	\$10.90
	3	\$11.19
	4	\$11.49
	5	\$11.73

Position	Step	4/19/10-6/30/12 Hourly Wages
F. Custodial	1	\$11.44
	2	\$12.08
	3	\$12.95
	4	\$13.55
	5	\$14.86

Position	Step	4/19/10-6/30/12 Hourly Wages
G. Assistant Maintenance/Grounds	1	\$14.63
	2	\$15.18
	3	\$15.82

Position	Step	4/19/10-6/30/12 Hourly Wages
H. Day Custodian/Assistance Maintenance/Grounds	1	\$14.11
	2	\$14.88
	3	\$15.82

Position	Step	4/19/10-6/30/12 Hourly Wages
I. Secretary	1	\$12.47
	2	\$13.10
	3	\$13.72
	4	\$14.32
	5	\$15.15

Position		4/19/10-6/30/12 Wages
J. Driver's Waiting Time		\$9.71

Position	Step	4/19/10-6/30/12 Hourly Wages
K. Hearing Impaired Aide	1	\$19.39

L. Longevity Pay. A Bargaining Unit Member employed on or before February 5, 2010, with ten (10) years continuous service shall be granted an additional ten cents (10¢) per hour per year beginning with the eleventh (11<sup>th</sup>) year through the twentieth (20<sup>th</sup>) year. Those Bargaining Unit Members hired after February 5, 2010, shall not be eligible for longevity pay.

1. Longevity is accrued separately in two (2) basic groups - bus drivers and all other Bargaining Unit Members. Longevity is based only on time worked in each group.
2. Longevity shall be lost upon termination of employment.
3. Longevity does not accrue during layoff. Accumulated longevity is held in abeyance during layoff, and the Bargaining Unit Member will resume where he/she left off before layoff upon return from layoff.

4. Longevity continues to accrue during unpaid leaves of absence of less than one-half (1/2) of a year.
5. The time period in which a year-round Bargaining Unit Member does not accrue longevity will be subtracted from the hire date on a day for a day basis.
6. The time period in which a school year Bargaining Unit Member does not accrue longevity will be subtracted from the hire date using the Bargaining Unit Member's school year equal to one (1) year.

M. Placement on Wage Scale

1. **Step Advancement.** Bargaining Unit Members whose first day of work as a bargaining unit Bargaining Unit Member is after July 1 but before January 1 shall be advanced on the salary schedule on July 1 following their initial employment. Bargaining Unit Members whose first day of work as a Bargaining Unit Member is after January 1 but before July 1 shall not be advanced until the following July 1.
2. **Experience Credit.** New Bargaining Unit Members may be awarded up to two (2) years experience credit when first employed in a classification. Current Bargaining Unit Members will be given credit on the wage scale for all district experience when they are employed in a new classification, up to equal pay or with a maximum of one (1) step greater.

N. Payment for Bargaining Unit Member substituting for Vocational Technical Center Bus Driver:

1. A Bargaining Unit Member who would have been working at his regular position will receive his regular bus run rate for making a Vocational Technical Center run as a substitute driver over and back with no waiting. Bargaining Unit Members may turn down a request to make a substitute Vocational Technical Center run. In such cases, the Board will follow the procedures for assigning extra trips per Appendix A.3.
  2. A Bargaining Unit Member who would not have been working at the time of the Vocational Technical Center run will be paid on the same basis that the Vocational Technical Center run is normally paid, utilizing that driver's regular run rate (two (2) runs + wait time). If no wait time is involved, the driver will receive his regular run rate for the run over and back.
- O. On extra-curricular trips, the Board will pay the bus driver(s) \$7.50 for meals when the trip takes at least six (6) hours. If the trip takes more than twelve (12) hours, the drivers will be paid \$15.00.



## APPENDIX C

### FRINGE BENEFITS

- A. Health Insurance. Those Bargaining Unit Members who received health insurance benefits on February 5, 2010, shall have their current level of benefits continued until June 30, 2010, so long as the eligible Bargaining Unit Member works a minimum of thirty (30) hours for the Board per week. A list of those Bargaining Unit Members who received health insurance benefits on February 5, 2010, shall be attached to this Collective Bargaining Agreement.

Those Bargaining Unit Members eligible to receive cash in lieu of health insurance benefits on February 5, 2010, shall be eligible to receive cash in lieu of benefits or insurance benefits in the amount of three hundred seventy-five dollars (\$375.00) per month, paid as taxable cash to the Bargaining Unit Member or non-taxable annuity to the account of their choice, or toward the health, dental, Ltd, or insurance plan to be identified by the Association. A list of those Bargaining Unit Members who were eligible to receive cash in lieu of benefits on February 5, 2010 shall be attached to this Collective Bargaining Agreement. Eligible Bargaining Unit Members must not, of their own volition, fall below thirty (30) hours per week worked in order to remain eligible for the benefits noted above, including, but not limited to, cash in lieu of benefits.

- B. General Conditions Pertaining to Fringe Benefits.

1. Changes in family status shall be reported by the Bargaining Unit Member to the Business office within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premiums made by the school district on his behalf for failure to comply with the provisions of this paragraph. The Board has the right to deduct any overpayment of premiums made on behalf of a Bargaining Unit Member from the Bargaining Unit Member's wages.
2. Bargaining Unit Member who previously had Board-provided term life insurance, as provided through the health insurance plan, may have a thirty- (30) day conversion right upon termination of employment or termination of the health plan. Any Bargaining Unit Member electing his right of conversion in order to keep his life insurance in force must contact the insurance carrier within thirty (30) days of his last day of employment or the date of termination of the health plan.
3. Bargaining Unit Members shall have benefits terminated on the first day of the month following resignation, retirement, discharge, layoff, or commencement of unpaid leave. Any unused amounts shall revert back to the Board.
4. The Board shall make equal deductions per paycheck among the paychecks received during the school year, except for paychecks in January and April following break periods when the paychecks are generally not enough to make the deduction.

- C. Vacations

1. Vacations shall be granted on a fiscal year basis (July 1 - June 30) according to the following schedule for all 52-week Bargaining Unit Members:

Bargaining Unit Members employed on February 5, 2010, shall be eligible for one (1) week of vacation after completing six (6) months of employment. Thereafter, vacation days will be prorated (to the nearest full day) from completion of the first six (6) months of employment to the next July 1 based on a total of two (2) weeks vacation for the period from July 1 to June 30. Year one (1) identified below shall be the first fiscal year after completion of the first six (6) months of employment.

Years 1-5: two (2) weeks

Years 6+: add one (1) day for each year up to twenty (20) years (maximum of four (4) weeks).

Bargaining Unit Members hired after February 5, 2010, shall follow the same formula, but shall be capped at two (2) weeks of vacation.

2. Vacations will be prorated for secretaries working fewer than fifty-two (52) weeks.
3. Vacation time will not be accumulated from one (1) fiscal year (July 1 – June 30) to the next without the Superintendent's approval. If denied a vacation request, the Bargaining Unit Member shall be allowed to carry those vacation days over for as long as the next six months. These requests will be approved on a "first come, first served" basis and may be made no more than one year in advance.
4. The scheduling of all vacations shall be subject to the control of the school district, considering the operational needs of the Board, the availability of Bargaining Unit Members to perform the work, and the desires of the Bargaining Unit Members. Vacations may not be taken in segments of less than one-half (1/2) day.
5. Up to five (5) vacation days may be taken on days when students are in attendance with approval of their supervisor. Remaining vacation days shall be taken during non-instruction days, at a time mutually agreeable to the Bargaining Unit Member and supervisor. Vacation days should be scheduled at least one (1) week in advance, unless unusual circumstances occur. The number of Bargaining Unit Members on vacation at any time shall be determined by the Board.
6. Vacation pay shall amount to the regular hours of pay at the Bargaining Unit Member's regular rate at the time the Bargaining Unit Member is on vacation (i.e., the number of hours will be equal to the number the bargaining unit member would have worked had he not been on vacation).
7. Bargaining Unit Members who are separated during the year (other than discharge) shall receive payment for unused vacation days prorated on the basis of the portion of the fiscal year (July 1 to June 30) actually worked against the Bargaining Unit Member's regularly scheduled work year, provided that the Bargaining Unit Member provides at least two (2)

weeks' notice prior to separation.

8. A Bargaining Unit Member shall not be allowed to take more than two (2) weeks vacation at one time.

D. Paid Holidays -- 52-Week Bargaining Unit Members

- |    |                        |                      |
|----|------------------------|----------------------|
| 1. | Independence Day - (1) | New Year's Day - (2) |
|    | Labor Day - (1)        | Good Friday - (1)**  |
|    | Thanksgiving - (2)     | Memorial Day - (1)   |
|    | Christmas - (2)        |                      |

\*\* In the event that Bargaining Unit Members are required to work Good Friday as part of the school calendar or as a make-up day, then secretaries will receive as a paid holiday a day off at the end of their work year; custodial Bargaining Unit Members, maintenance Bargaining Unit Members, and bus mechanic shall receive a two- (2) day paid holiday at Independence Day.

2. Secretaries working fewer than fifty-two (52) weeks shall receive a proration of paid holidays.
3. Bargaining Unit Members must work the day before and the day after paid holidays in order to be paid for the holiday, unless an exception is granted by the Superintendent. Pre-approved leaves, including vacations, will be considered time worked with the Bargaining Unit Member eligible for holiday pay. If a Bargaining Unit Member is absent the day before or the day following a paid holiday other than on an approved leave, the Superintendent shall determine if the Bargaining Unit Member will be paid for the holiday.
4. If Christmas, New Year's or July 4th fall on a Saturday, the Friday preceding will be celebrated as the holiday. If Christmas, New Year's or July 4th fall on a Sunday, the Monday following will be the celebrated holiday.
5. Full-time Bargaining Unit Members (eight (8) hours per day, fifty-two (52) weeks per year) will be paid for eight (8) hours and part-time Bargaining Unit Members will be paid their scheduled hours for that day.

I. Uniforms

1. The District shall provide uniforms (shirts and trousers or coveralls for full-time custodial/maintenance Bargaining Unit Members (after sixty (60) working days for new Bargaining Unit Members) as follows: custodians, five (5) per year for full-time; maintenance/assistant grounds, five (5) per year; bus mechanic, five (5) per year. Alternative clothing, subject to the approval of the Superintendent, may be provided in place of shirts, trousers, or coveralls.
2. For full-time kitchen personnel, the District shall provide 4 uniforms per year (after sixty (60) working days for new Bargaining Unit Members).

3. All ordering shall be done through the Business Office with input from the Bargaining Unit Members concerning the type of uniforms that will be purchased. Laundering and care of uniforms shall be the responsibility of the Bargaining Unit Member. Bargaining Unit Members shall maintain uniforms in a clean and presentable condition. Uniforms must be returned annually if replacements are needed, as determined by the immediate supervisor, or if a Bargaining Unit Member leaves his/her job. Uniforms shall be ordered in July for cooks and for custodial Bargaining Unit Members.
4. School-provided uniforms shall be worn during all work hours.

Classified Bargaining Unit Members who are trained to drive but who are not assigned to a regular bus route shall be reimbursed the difference between a regular driver's license and a commercial driver's license. Classified Bargaining Unit Members who are assigned to a regular bus route shall be reimbursed the full cost of their commercial driver's license.

- J. The Board shall pay up to \$50 toward a Bargaining Unit Member's deductible vehicle insurance for damages sustained to a classified Bargaining Unit Member's vehicle, provided an accident report is filed with the police and provided the Bargaining Unit Member is in the process of using his vehicle for purposes of performing his work responsibilities at the time the accident or damage occurs.
- K. The Board shall provide each Bargaining Unit Member with paid tuition or course fees not to exceed \$100 per year for additional education taken to improve work skills related to current duties. Prior approval of each individual request will be required by the Superintendent. The Bargaining Unit Member must repay all fees to the Board if he:
  1. fails to complete the course;
  2. fails to earn credit for the course; or
  3. leaves his employment within two calendar years of completing the course.

**APPENDIX D**

**REQUEST FOR PERSONAL BUSINESS LEAVE**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

I request a personal business leave day(s) on:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE NOTE:**

Article XI, Section B, stipulates a request application must be submitted to the Bargaining Unit Member's supervisor three (3) workdays in advance, except in case of emergency. Personal business leave can only be used to attend to business which cannot be taken care of at times other than the Bargaining Unit Member's normal work hours. Personal business leave shall not be used for recreational purposes (e.g., hunting, fishing, vacations, etc.).

I confirm that my reason for business leave satisfies the above condition.

\_\_\_\_\_  
[Signature]

\*\*\*\*\*

- White Copy: Business Office
- Pink Copy: Principal or Supervisor
- Yellow Copy: Employee


Letter of Understanding #1


between the  
Lawton Board of Education  
and the  
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

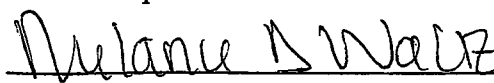
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The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:

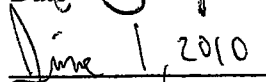
1. Pursuant to the 2001-2003 Collective Bargaining Agreement between the Board and the Association, the parties agree that Article VIII, Section F allows the District to assign a bargaining unit member to another position temporarily without a loss of pay or benefits.
2. Should the Board decide to assign Sandy Rogers (office aide) to a two (2) lunchroom monitor assignment on a temporary basis, Sandy Rogers would retain all of her rights under the Collective Bargaining Agreement.
3. Furthermore, Sandy Rogers would retain her aide classification with current 6.5 hours per day work schedule, plus 1 hour a day for detentions.
4. Should the Board decide to eliminate the lunchroom monitor assignment or reduce Sandy Rogers' current work schedule, Sandy Rogers would be able to bump a less-senior, 6.5 hour aide position.
5. The Board could also end this temporary assignment as lunchroom monitor at any time prior to the end of the 2003-2004 school year and Sandy Rogers would return to her previous assignment without any loss of pay or benefits.
6. This Letter of Understanding shall be effective when signed by the Parties and shall be attached to the 2009-2012 Collective Bargaining Agreement.
7. This Letter of Understanding shall neither set a precedent nor establish a practice between the Parties.

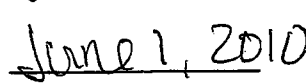
  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
LESPA Representative

  
\_\_\_\_\_  
VBCEA Representative

  
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Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

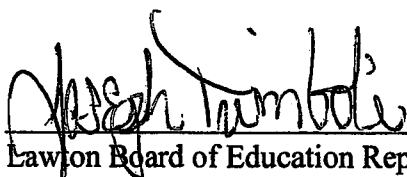
Letter of Understanding #2

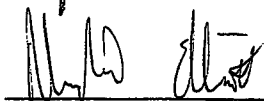
between the  
Lawton Board of Education  
and the  
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA


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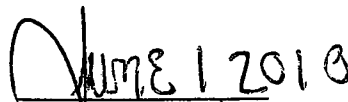
The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:

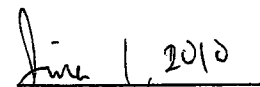
1. The Board and Association wish to clarify the application of Article VIII, Section G.
2. This Section shall be interpreted as to allow the Administration to use a flex schedule to accommodate LESPAs bargaining unit members' work schedules, as well as to provide services to the Lawton Community Schools.
3. District seniority shall be the controlling factor in determining which Bargaining Unit Members shall be offered the option of the majority of extra summer work hours, so long as seniority does not create overtime. Bargaining Unit Members may mutually agree to split available hours.
4. The Administration shall offer all extra work assignments based on the biweekly payroll schedule; thereby allowing the most senior Bargaining Unit Member to accept the majority of summer work hours in the pay period.
5. This Letter of Understanding shall clarify the practice of the Administration allowing flex scheduling of extra work in the future.
6. This Letter of Understanding shall be effective when signed by the Parties and shall be attached to the 2009-2012 Collective Bargaining Agreement.

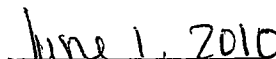
  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
LESPA Representative

  
\_\_\_\_\_  
VBCEA Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Letter of Understanding #3

between the  
Lawton Board of Education  
and the

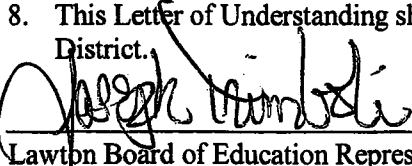
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

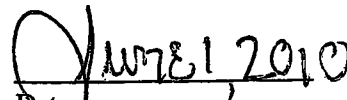
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Re: Transportation Secretary Position

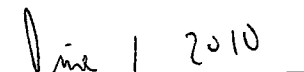
The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:


1. The Association agrees to exempt the Transportation Secretary Position, currently held by Jackie Noble from the bargaining unit, effective with the ratification of the 2003-2004 Agreement between the Board and Association.
2. If Jackie Noble continues as the Transportation Secretary, her seniority shall be frozen at the time she leaves the bargaining unit.
3. In the future should the exempt Transportation Secretary Position be eliminated by the Board, if and when the Board decides to reinstate the Transportation Secretary position, it shall be returned to the bargaining unit.
4. If the exempt Transportation Secretary position is eliminated, Jackie Noble shall have the option to return to the bargaining unit with the same seniority status when she left and be given the Transportation Secretary Position, if it has been reinstated, or the next vacant secretarial position based on her seniority and qualifications.
5. In Appendix C – Fringe Benefits, the following provision shall be amended as follows: H(2) Vacations will be prorated for secretaries working at least 42 weeks; I(2) Secretaries working at least 42 weeks shall receive prorated paid holidays (80% holiday pay).
6. This Letter of Understanding shall be attached to the Collective Bargaining Agreement between the Board and Association.
7. This Letter of Understanding shall neither set a precedent nor establish a practice between the parties.
8. This Letter of Understanding shall be valid as long as Jackie Noble remains an employee of the District.


  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MESA Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

  
\_\_\_\_\_  
Date



Letter of Understanding #4

between the  
Lawton Board of Education  
and the

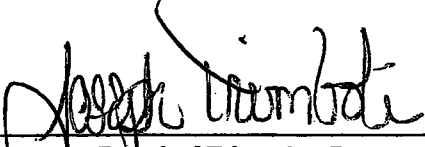
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

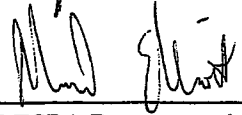
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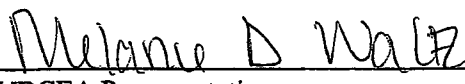
Re: Article XI, Paid Leaves

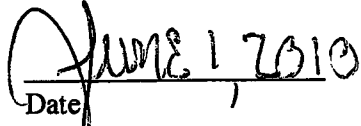
The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:

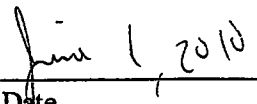
1. The Board and the Association agree that due to substantive changes to Article XI in the 2009-2012 Collective Bargaining Agreement, the number of sick days was limited to ten (10) for year-round employees.
2. The Board and the Association agree to "hold harmless" and exempt current year-round employees from the limit of ten (10) sick days found in Article XI, Section A (1).
3. The Board and the Association agree that the following year-round employees will accrue sick days at the rate of twelve (12) days per year and will be paid at their "primary job rate" when they are on sick leave:
  - Anderson, Douglas
  - Cisneros, Carols
  - Collier, Thomas
  - Dedrick, John
  - Elliott, Michael
  - Turner, Loralyn
  - Worthington, Robert
4. This Letter of Understanding shall be effective when signed by the Board and the Association and shall be attached to the 2009-2012 Collective Bargaining Agreement, and shall be considered a part thereto.

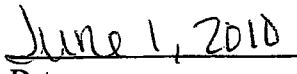
  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
LESPA Representative

  
\_\_\_\_\_  
VBCEA Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Letter of Understanding #5

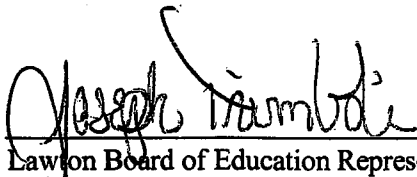
between the  
Lawton Board of Education  
and the

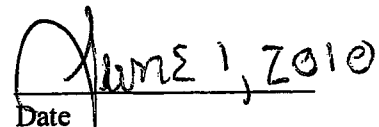
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

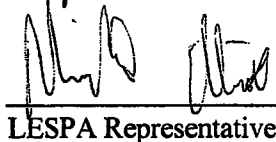
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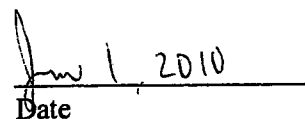
The Lawton Board of Education, hereinafter referred to as the "Board," and the VBCEA/Lawton Educational Support Personnel Association, MEA-NEA, hereinafter referred to as the "Association," hereby agree to the following:


1. Notwithstanding Article VIII(E)(1), the Board may exempt one and one-half routes from the bidding process referenced in Article VIII(E)(1). The exempt route and one-half shall be given to the Transportation Supervisor, whether an employee or contracted. The Transportation Supervisor shall perform the duties of the bus driver as to the exempt route and one-half.
2. This Letter of Understanding shall be effective when signed by the Board and the Association, and shall be attached to the 2009-2012 Collective Bargaining Agreement and shall expire on June 30, 2012, and shall be considered a part thereto.

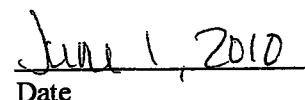
  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LESPA Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

  
\_\_\_\_\_  
Date

Letter of Understanding #6

between the  
Lawton Board of Education  
and the

VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

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Re: Appendix C – Fringe Benefits

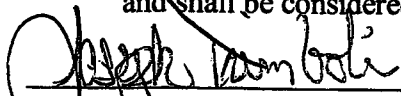
The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:

1. The Board and the Association agree that due to substantive changes to Appendix C in the 2009-2012 Collective Bargaining Agreement, only Bargaining Unit Members who received health insurance benefits on February 5, 2010 will continue to receive cash-in-lieu or insurance benefits.
2. The Board and the Association agree that the following twenty-three (23) Bargaining Unit Members shall have their current level of benefits continued until June 30, 2010. Beginning July 1, 2010, the following twenty-three (23) Bargaining Unit Members shall be eligible to receive cash-in-lieu of benefits or insurance benefits in the amount of three hundred seventy-five dollars (\$375) per month, paid as taxable cash, a non-taxable annuity, or toward insurance benefits:

Byler, Deborah  
Smith, Lori  
Whippo, Lucinda  
Mason, Linda  
Bugarin, Rosalinda  
Hilmert, Rosalinda  
Miles, Paula  
Myers, Michelle  
Walters, Kay  
Weigel, Debbie  
Rogers, Sandy  
Craighead, Cindi

Welburn, Karen  
Keister, Andria  
VanderVeen, Lynda  
Willis, April  
Anderson, Douglas  
Cisneros, Carols  
Collier, Thomas  
Dedrick, John  
Elliott, Michael  
Turner, Loralyn  
Worthington, Robert

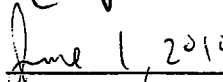
3. Any and all prepayment of insurance premiums will be returned to the Bargaining Unit Member.
4. This Letter of Understanding shall be effective when signed by the Board and the Association and shall be attached to the 2009-2012 Collective Bargaining Agreement, and shall be considered a part thereto.



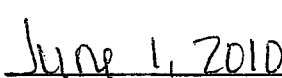
Lawton Board of Education Representative




Date



Date



Date



LESPA Representative



VBCEA Representative

Letter of Understanding #7

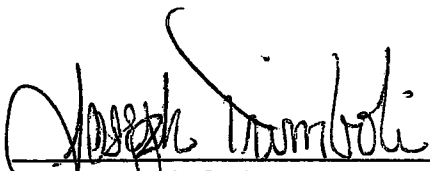
between the  
Lawton Board of Education  
and the  
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

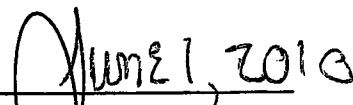
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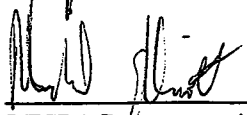
Re: Insurance Eligibility

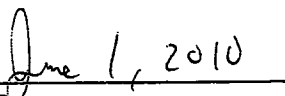
The Lawton Board of Education, hereinafter referred to as the Board, and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the Association, hereby agree to the following:

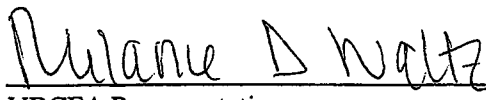
1. The Board and the Association agree that due to substantive changes to Appendix C in the 2009-2012 Collective Bargaining Agreement, only Bargaining Unit Members who received health insurance benefits on February 5, 2010 will continue to receive cash-in-lieu or insurance benefits.
2. The Board and the Association agree that any Bargaining Unit Member who works a minimum of seventeen and one-half (17 ½) hours per week will be eligible to purchase insurance benefits. The Bargaining Unit Member shall be responsible for 100% of the premium.
3. This Letter of Understanding shall be effective when signed by the Board and the Association and shall be attached to the 2009-2012 Collective Bargaining Agreement, and shall be considered a part thereto.

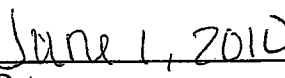
  
\_\_\_\_\_  
Lawton Board of Education Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LESPA Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

  
\_\_\_\_\_  
Date

Letter of Understanding

between the  
Lawton Board of Education  
and the

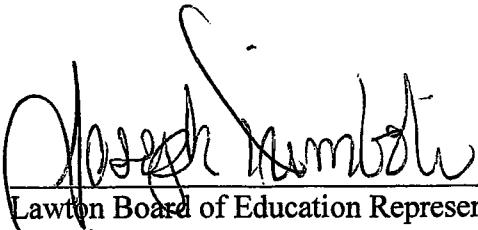
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

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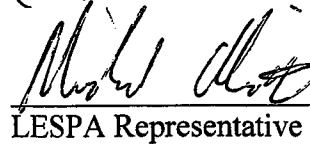
RE: SUMMER 2010 WORK

The Lawton Board of Education, hereinafter referred to as the "Board", and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the "Association", hereby agree to the following:

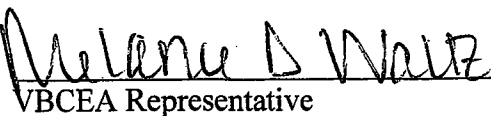
1. The Board and the Association agree that custodians will work four (4), ten (10) hour days during the summer.
2. This change will begin on Monday, June 14, 2010 and end Thursday, September 2, 2010.
3. It is understood that when an Association member takes a leave day, the member will be deducted one day (8 hours) of leave. The Association member is responsible for making up the additional two (2) hours of work.
4. It is understood that overtime will only apply to hours worked over forty (40) hours in one week.
5. This Letter of Understanding shall neither set a precedent nor establish a practice.

  
\_\_\_\_\_  
Lawton Board of Education Representative

6-15-2010  
Date

  
\_\_\_\_\_  
LESPA Representative

6/14/2010  
Date

  
\_\_\_\_\_  
VBCEA Representative

6/14/2010  
Date

**LAWTON COMMUNITY SCHOOLS  
ABSENCE FORM**

NAME: \_\_\_\_\_

DATE ABSENT: \_\_\_\_\_ DATE SUB NEEDED: \_\_\_\_\_

REASON:

- |   |   |
|---|---|
| <input type="checkbox"/> SICK                                       | <input type="checkbox"/> PERSONAL BUSINESS    |
| <input type="checkbox"/> VACATION                                   | <input type="checkbox"/> ADMINISTRATIVE       |
| <input type="checkbox"/> CONFERENCE                                 | <input type="checkbox"/> FUNERAL              |
| <input type="checkbox"/> UNPAID LEAVE <i>(Please attach letter)</i> |   |
| <input type="checkbox"/> FULL DAY                                   | <input type="checkbox"/> HALF DAY: A.M. _____ |
|   | P.M. _____                                    |

BRIEF REASON: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DISAPPROVED |
|-----------------------------------|--------------------------------------|

SUPERVISOR'S SIGNATURE: \_\_\_\_\_

**PROFESSIONAL DEVELOPMENT**  
*Please check one and list hours:*

- |  |       |     |
|--|-------|-----|
| <input type="checkbox"/> Individual Professional Development Plan.....   | _____ | HRS |
| <input type="checkbox"/> School Improvement Plan .....                   | _____ | HRS |
| <input type="checkbox"/> Mentoring.....                                  | _____ | HRS |
| <input type="checkbox"/> LEA Workshop .....                              | _____ | HRS |
| <input type="checkbox"/> ISD Workshop.....                               | _____ | HRS |
| <input type="checkbox"/> IHE Workshop.....                               | _____ | HRS |
| <input type="checkbox"/> Coursework .....                                | _____ | HRS |
| <input type="checkbox"/> Center Workshop.....                            | _____ | HRS |
| <input type="checkbox"/> School Improvement Plan .....                   | _____ | HRS |
| <input type="checkbox"/> Participation in State/Regional Conference..... | _____ | HRS |

NAME OF SUBSTITUTE: \_\_\_\_\_

Recorded Absent \_\_\_\_\_ Sub Sheet \_\_\_\_\_ K/RESA \_\_\_\_\_  
 White Copy: Business Office    Yellow Copy: BLDG Office    Pink Copy: Employee

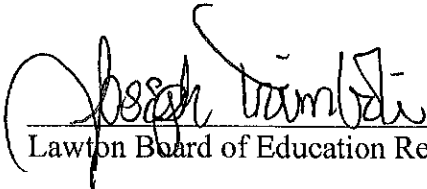
Letter of Understanding  
between the  
Lawton Board of Education  
and the  
VBCEA/Lawton Educational Support Personnel Association, MEA-NEA

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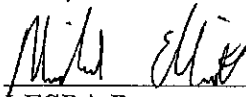
RE: ARTICLE VIII -- VACANCIES, TRANSFERS AND ASSIGNMENTS

The Lawton Board of Education, hereinafter referred to as the "Board", and the VBCEA/Lawton Educational Support Personnel Association/MEA-NEA, hereinafter referred to as the "Association", hereby agree to the following:

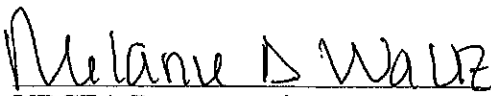
1. The Board and the Association agree to waive the posting requirements for the following positions:
  - a. Bus Driver (formerly Van Buren Research and Development employee)
  - b. Bus Driver (formerly Van Buren Research and Development employee)
  - c. Part-time Custodian (formerly Van Buren Research and Development employee)
  - d. Part-time Custodian (formerly Van Buren Research and Development employee)
  - e. Early Childhood Aide (formerly Van Buren Research and Development employee)
2. The Association agrees to waive the posting requirements for only the positions listed in this Letter of Understanding.
3. This Letter of Understanding shall neither set a precedent nor establish a practice and shall expire June 30, 2012.

  
\_\_\_\_\_  
Lawton Board of Education Representative

9-8-2010  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LESPA Representative

9/8/2010  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

9/8/2010  
\_\_\_\_\_  
Date

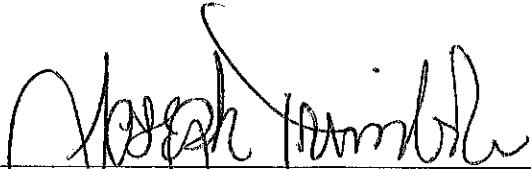
9-9-10: cc: Melanie Waltz - mailed  
Mike Elliott - Interdepartmental mail  
Mike Stephayn to post on website

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VBCEA/LESPA, MEA-NEA**  
**AND THE**  
**LAWTON COMMUNITY SCHOOLS BOARD OF EDUCATION**

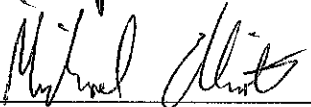
RE: ARTICLE VIII – VACANCIES, TRANSFERS AND ASSIGNMENTS

The BOARD OF EDUCATION OF THE LAWTON COMMUNITY SCHOOLS, hereafter referred to as the “Board”, and the VBCEA/LAWTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, hereafter referred to as the “Association”, mutually agree to the following:

1. In an effort to expedite the filling of vacancies in the first few weeks of school, the Board and the Association agree to reduce posting period found in Article VIII, Section B.
2. The Board and the Association agree that the posting period can be reduced to not less than five (5) work days for any vacancy occurring prior to September 30, 2010.
3. It is understood that this Letter of Understanding shall neither establish a practice, nor set a precedent and shall expire on September 30, 2010.

  
\_\_\_\_\_  
Board of Education Representative

9-9-2010  
Date

  
\_\_\_\_\_  
LESPA Representative

9/9/2010  
Date

  
\_\_\_\_\_  
VBCEA, MEA-NEA Representative

9/9/2010  
Date

9-9-10: cc: Melanie Waltz - mailed  
Mike Elliott - Interdepartmental Mail  
Mike Stephayn to post on website