

MASTER AGREEMENT

between the

**LANSING SCHOOL
DISTRICT**

and the

**LANSING EDUCATIONAL
ASSISTANTS**

August 16, 1995 - August 15, 1999

Lansing School District

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ARTICLE I: RECOGNITION

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

1. ABE Instructional Assistants
2. Adult Education Instructional Assistants
3. Attendance Assistants
4. Babysitting Assistants
5. Band Assistants
6. Bilingual Assistants
7. Breakfast Supervision Assistants
8. Cashier Assistants
9. Child Care Giver Assistants
10. Child Care Giver Trainee Assistants
11. Clerical Assistants
12. Clinic Assistants
13. Community Relations Assistants
14. Community School Support Assistants
15. Hearing Impaired Assistants
16. Home School Coordinator Assistants
17. In-School Suspension Assistants
18. Instructional Assistants
19. Interpreter Assistants
20. Library Work Assistants
21. Life Experience Assistants
22. Lunchroom Supervision Assistants
23. Materials Consultant Assistants
24. Math Assistants
25. Media Assistants
26. Music Assistants
27. Noon Supervision Assistants
28. Nurse Assistants
29. Pianist Assistants
30. Program Assistants
31. Program Teacher Assistants
32. Reading Assistants
33. Recruitment/Retention Assistants
34. Special Education Assistants
35. Staff Assistants
36. Supportive Staff Assistants
37. Teacher Assistants
38. Therapy Assistants
39. Work Study Assistants

EXCLUDING:

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

The terms LEA and Association shall refer to the above-named organization.

The terms Assistant and paraprofessional may be used interchangeably by the parties to refer to employees in the bargaining unit described above.

ARTICLE II: LEA SECURITY

- A. Employees covered by this Agreement shall be required as a condition of continued employment to hold membership in the LEA or pay to the LEA a Representation Fee.
- B. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the LEA, or pay to the LEA each month a Representation Fee in an amount not to exceed the regular monthly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit. The District shall provide each such employee that is processed in the Personnel Department the LEA membership form and packet at the time of hire, rehire, reinstatement or new transfer into the bargaining unit.
- C. Representation Fee
 1. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of his/her assigned duties, shall, as a condition of employment, pay to the Association, a Representation Fee in an amount not to exceed the dues of the Association. Any non-member who makes objection pursuant to the Association's "Policy Regarding Objections To Political-Ideological Expenditures," and the "Objections To Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's Policy and Procedures) shall be required to pay a reduced Representation Fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's Policy and Procedures together with appropriate state or federal agencies or courts. The non-member may authorize payroll deduction for such Fees in the same manner as provided for Professional Dues. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
 2. By December 1, or as soon as possible thereafter, of each year, the Association shall provide written notice to all non-members and the Board of the reduced Fee, an explanation of the basis for the reduced Fee and certification that said

fees include only those amounts permitted by the agreement and by law. Pursuant to the Association's Policy and Procedures, any non-member who objects to the amount of the Fee shall be given a prompt opportunity by the Association to challenge that amount before an impartial decision-maker. Pending resolution of the Fee, the objecting non-member shall be required to pay 100 percent of the reduced Fee to the Association; however, the Association shall preserve the Fee in an interest-bearing escrow account until a decision is rendered by an impartial decision-maker pursuant to the Association's Policy and Procedures.

3. In the event the non-member shall not pay the Representation Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein and proper written notice from the Association, deduct the Representation Fee from the employee's wages and remit same to the Association pursuant to MCLA 408.477; MSA 17.277(7) and the conditions described in Article III for LEA dues.

The LEA, in all cases of mandatory fee deduction, as described above, shall notify the Assistant of non-compliance by certified mail. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the Assistant that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the Assistant fails to remit the fee or fails to authorize deduction for same, the Association may notify the Board to make the deduction. The Board, upon receipt of notification for involuntary deduction, shall provide the Assistant with an opportunity for a due process hearing. This hearing shall address the question of whether the Assistant has remitted the service fee to the LEA or authorized payroll deduction of same. Such hearing shall be completed within five (5) business days of the receipt by the District of the "LEA Notification of Non-Compliance and Notification for Involuntary Deduction." The involuntary deduction shall commence with the next pay following the due process hearing.

An Assistant contesting the appropriate amount of the fee to be deducted must exhaust the internal administrative procedures of the Association.

The remedies of such procedures for the Assistant shall be exclusive and unless and until such procedures, including administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting Assistant concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial remedy.

4. Should the provision for payroll deduction of the Representation Fee in paragraph 3, above, be found contrary to law, the parties agree to negotiate procedures for termination of employment.
5. The parties agree to cooperatively discuss and exchange information regarding the LEA's service fee collection and objection procedures. The LEA agrees, upon request from the Board, to provide the Board for its review a copy of the

Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures."

- D. Upon monthly request by the LEA the Board shall provide a list of new employees, the date of employment, place of employment and the employees' social security numbers.
- E. LEA agrees to indemnify and save the employer harmless against any and all claims, suits or other forms of liabilities arising out of the employer's compliance with this Article of the Agreement.

ARTICLE III: LEA DUES

- A. Payment by Check-Off. Employees shall authorize deduction of monthly membership dues or Representation Fees by signing the Authorization for Check-off of Dues/Representation Fees Form.
- B. Check-Off Form. During the life of this Agreement and in accordance with the terms of the form of authorization of Check-off of Dues/Representation Fees hereinafter set forth, the employer agrees to deduct only LEA membership dues/Representation Fees from the pay of each employee who executes or who has executed the following Authorization for Check-off of Dues/Representation Fee Form and filed the same with the employer. The employer shall not be required to make any check-off for LEA dues/Representation Fees if the employee's pay is not sufficient to cover the dues in any pay period.
- C. When Deductions Begin. Check-off of deductions under all properly executed Authorization for Check-off of Dues/Representation Fees shall become effective at the time the authorization is signed by the employee and shall be deducted from each pay period thereafter. There shall be no dues deduction for the months of July and August.
- D. Remittance of Dues/Representation Fee to Treasurer. Deductions for any calendar month shall be remitted to the Treasurer of LEA, with a list of employees from whom dues and Representation Fees have been deducted as soon as possible following the pay period but not more than fifteen (15) calendar days following the end of the pay period.
- E. Termination of Check-Off. An employee shall cease to be subject to check-off dues/Representation Fees for this unit beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The LEA will be notified by the employer of the names of such employees following the end of each month in which the termination took place.
- F. The LEA agrees to reimburse the Board \$250 for the cost incurred in administering this Article.

ARTICLE IV: LEA CONSIDERATIONS

- A. The Board will provide bulletin board space in each building which may be used by the LEA for posting notices of the following types:
1. Notice of recreation and social events.
 2. Notice of LEA elections and their results.
 3. Notice of LEA meetings.
 4. Notice of Assistant vacancies.

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

- B. A designated place for mail delivery shall be provided LEA building representatives.
- C. The LEA shall be entitled to a total of three hundred (300) hours without pay per year to be utilized by the LEA as needed (subject to cancellation due to emergency). Provided, however, such time is to be utilized only for the necessary business purposes of the LEA. The LEA must give notice for this request as early as possible but in any event no less than three (3) days prior to the leave to the chief administrator for personnel matters and/or designee and the immediate supervisor of the affected Assistant. No more than ten (10) Assistants may be absent under this provision at one time. Normally no more than two (2) Assistants from each building can be absent under this provision at one time. The Board will make its best effort to accommodate any requests in excess of two (2), subject to the approval of the chief administrator for personnel matters and/or designee.

In emergency situations which require immediate attention, the LEA President may be released with less than three (3) days' notice pursuant to the conditions set forth above and provided further that approval is obtained from his/her supervisor.

If all of the above provisions are satisfied, such leave time shall be treated as compensable leave to the employee, but subject to reimbursement by the Association as detailed hereafter. For all wages paid to employees for hours covered by this provision, the District will bill the Association for all actual wages paid, plus an additional twenty-three percent (23%) surcharge to cover the District's share of FICA, retirement contributions, and proportionate shares of costs associated with workers' compensation and unemployment expenses. In all cases in which the LEA requests to use its release time to provide training for LEA members, which the parties agree is substantially job-related, the District will bill the Association for any substitute wages paid (rather than the Assistant's actual wages), plus the twenty-three percent (23%) surcharge.

- D. At least 90 calendar days prior to the Contract expiration the LEA shall furnish the Board with a written list of the members of the negotiating team. The Board shall provide the Association with a written list of their members as soon as possible thereafter.

- E. Upon proper application, the LEA shall have the right to use building facilities at reasonable times and hours for Assistant meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the LEA for the actual charge involved.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or membership in, or association with, the activities of any employee organization.
- G. The parties agree that it is in their mutual interest to have additional opportunities to try to proactively address situations before they become problems and to interact more regularly on day-to-day issues. In order to facilitate this interaction, the parties agree for the term of the Agreement to relieve the LEA President of his/her regular assignment of twenty-five (25) hours per week during the school year and summer, without loss of pay or benefits.

The Association President shall, so long as he/she continues to be excused from his/her regular duties, meet regularly with staff from the Personnel and Employee Relations office for the purpose of facilitating implementation of Article VIII (Seniority), IX (Layoff and Recall) and X (Vacancies, Transfers and Promotions).

Additionally, the Association President shall, so long as he/she continues to be excused from his/her regular duties, participate in activities designed to facilitate and/or improve the parties' relationship.

The Association President shall be reassigned to a vacant bargaining unit position upon the earliest of the following contingencies: termination of his/her term of office, termination of the instant Agreement, or at his/her request. At the time of reassignment, the Association President may select from among bargaining unit vacancies for which he/she is qualified.

ARTICLE V: ASSOCIATION AND ASSISTANT RESPONSIBILITIES

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

Absence notifications shall be made each day the Assistant is absent, unless the Assistant and his/her supervisor have made other arrangements.

Assistants shall be at their work station for the days contracted. Any unexcused absence may result in a loss of pay for the duty time missed, and an entry to that effect in the Assistant's personnel file. An unexcused absence may be cause for disciplinary action up to and including dismissal.

The Board retains the right to require, at the Board's expense, that an Assistant undergo a medical examination to confirm good cause for an absence.

In situations where an Assistant has been notified in writing by Personnel or his/her building administrator that his/her absence record suggests a possible pattern of excessive use or abuse, the Board may require an Assistant, at Board expense, to provide medical verification for similar future absences until the absence record shows significant improvement or the concern has abated. (Building administrators will be provided guidelines by the Personnel Office to assist them in evaluating absence records.) This notification shall only constitute the beginning of progressive discipline and not discipline in and of itself. If the pattern continues, the Administrator will inform Personnel, and the record will be reviewed to determine what additional steps are appropriate. Future repeated behavior of the same nature within fifteen (15) calendar months of the written warning may trigger progressive discipline.

The review of the absence record to determine "possible pattern of excessive use or abuse" shall exclude a single occurrence of extended personal illness or a single occurrence of illness or serious injury in the immediate family.

- D. All Assistants in the Lansing School District must comply with the Board policy which requires that an employee furnish evidence of freedom from communicable tuberculosis. Failure to provide such statement to the Personnel Department shall result in automatic disqualification and suspension without pay.

The Board shall provide at least one clinic annually at which bargaining unit members may receive acceptable T.B. skin tests at no cost to the Assistant.

Assistants who test positive shall go to their County Health Immunization Department or the provider of their choice for a chest x-ray at the Assistant's expense, if any. (At the time of contract ratification, the County Health Departments provided this service at no charge.)

Any Assistant who is allergic to the T.B. skin test must provide medical verification to the District, and satisfy the T.B. test requirement, by providing a statement from his/her physician that either: the Assistant had a chest x-ray indicating freedom from communicable tuberculosis, or that the Assistant has been examined for signs of active tuberculosis and found symptom free.

- E. In light of the ethnically and culturally diverse student body, the Board and the LEA recognize that to provide for the various educational needs of its student body, it is desirable to maintain an ethnically and culturally diverse staff. Such a staff can provide employees who are familiar with and can best respond to, the various educational needs of the student body. An ethnically diverse staff also can provide an atmosphere of diversity to the students, allowing them to learn more through interactions with the

employees of different backgrounds. The Board and the LEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools.

- F. Assistants shall not engage in LEA activities during their working hours except as authorized by the Administration.
- G. The results of any Association election or appointment shall be reported within five (5) working days to the chief administrator for personnel matters and/or designee.
- H. The Assistant shall read and be knowledgeable of the building discipline code and shall act in accordance with said code. The Administration shall provide each building representative with sufficient copies for distribution to the Assistants.
- I. Assistants are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. When the Board has reason to believe that an Assistant is reporting to work in an unfit condition, and/or when an Assistant is seeking an accommodation for a physical or other disability, the Assistant shall comply with requests to provide appropriate medical documentation. An Assistant may be required to undergo examination by a Board-selected medical professional for purposes of evaluating an Assistant's physical, mental, and/or emotional fitness for work or necessity for accommodation. All reasonable efforts shall be made by the District to accommodate such requests. During the time the District is exploring such accommodations, the Assistant shall continue to receive his/her regular salary and benefits. However, during said time the District may assign the Assistant to different duties. If no accommodation can be made (and/or if the employee has not provided appropriate medical documentation), and after review with the LEA, the affected Assistant shall be placed on a health leave until such time as he/she is able to return, or a position becomes available that will accommodate his/her situation or the leave (or extension of leave) would otherwise expire under this Agreement.
- J. Smoking is prohibited on school district property to the extent limited by law.
- K. All bargaining unit members employed on or after February 1, 1997, should become and remain residents of the Lansing School District within twelve months of beginning work for the District.
- L. Effective for the 1997-98 school year, Instructional Assistants (Appendix A, Classification I) in State and Federally funded compensatory education programs will be scheduled to start the work year on one day before the first student attendance day, at their regular hourly rate for all hours worked. The Building/Program Administrator will determine how the pre-student work day will be used (inservice, working with supervising teacher, etc.) This scheduling provision shall not be interpreted as increasing or guaranteeing the number of scheduled work days per year.

ARTICLE VI: GRIEVANCE PROCEDURE

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

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

1. Level One

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

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

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

2. Level Two

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

3. Level Three

If the grievance remains unresolved at the conclusion of Level Two, it may be submitted for binding arbitration at the request of the LEA, provided written notice of the request for submission to arbitration is delivered to the Board within fifteen (15) days after the date of the decision under Level Two. Following the written notice of request for submission to binding arbitration the LEA and a representative of the Board shall attempt to select an arbitrator.

The process to be used by the parties to select an arbitrator for grievances appealed to Level Three shall be as follows:

- a. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board. The initial list agreed upon by the parties includes: Howard Cole, Richard Kanner, William Daniel, Barry Brown, Theodore St. Antoine, Patrick McDonald, Mark Glazer, Elaine Frost, George Roumell and Samuel McCargo.
- b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
- c. The parties will alternate the initiation of the elimination process with each successive grievance.
- d. Any arbitrator may be removed from the list by initiation of either party. Such initiation shall be by written notice to the other party. Subsequent

to such notice the name of the arbitrator shall remain on the list for the next five (5) grievance arbitration selections and then be removed.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The LEA must file for arbitration within fifteen (15) days from the date when the parties failed to select an arbitrator.

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

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

D. Powers of the Arbitrator. It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
4. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute arising from such a state administered retirement benefit.
5. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.

6. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the LEA or the Board prior to the commencement of the arbitration hearing.
7. The arbitrator shall have no power to change any mandatory published rule or mandatory published guideline which is established by a funding, licensing or regulatory agency.

E. Miscellaneous.

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

ARTICLE VII: WORKING CONDITIONS
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- A. Teacher Assistants may not be given full responsibility for instruction or for planning academic instruction. However, Assistants may be required to plan activities, select from among activities which have been pre-approved by a teacher, program manager or curriculum specialist, or perform similar duties. Exceptions shall be granted to certificated Assistants who are asked to substitute for teachers in emergency situations.
- B. No Assistants shall be required to perform personal errands and tasks for other members of the staff.
- C. Assistants working five (5) hours or more shall be entitled to a duty free 30 minute uninterrupted lunch period except where program dictates otherwise.

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

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

- D. A paid rest period of fifteen (15) minutes shall be allowed each Assistant for each four (4) hour work period. If the day's work period assignment is for seven (7) hours or more, the Assistant shall be entitled to two (2) paid rest periods of fifteen (15) minutes each. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.
- E. 1. On days when schools, or the specific building or program to which an Assistant is assigned, must be closed because of inclement weather, Assistants assigned to the affected schools, buildings or programs will not be required to report. Absences on such days shall not result in deduction from sick leave or salary, if the District is not required to reschedule the lost pupil instruction days. (Example: If the District schedules 180 pupil instruction days, and if the State requires that a minimum of 178 instruction days be held, the first two inclement weather days will not result in a loss in pay or deductions from the employee's sick leave.)
2. Should the District find it necessary to close school due to inclement weather during the school day, Assistants will be excused by the administrator as soon as they have completed their responsibilities, including supervision of students.
3. If the District is required to reschedule pupil instruction days lost due to conditions not within the control of the school authorities; such as, severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities; the District shall be entitled to reschedule such days and employees shall be required to report for work on such rescheduled days.

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

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

4. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time,

the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:

- a. The total of unemployment compensation plus wages earned by employment in the District shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.
 - b. The total of unemployment compensation plus wages earned through employment in the District shall not be less than the employee's regular wages from the same or similar period during the preceding school year.
- F. Assistants shall normally be assigned to work during the regular school year. Summer school assignments are at the discretion of the Board.

In selecting Assistants for summer assignments the building/program administrators will consider all of the following factors: availability for the entire summer assignment, current building or program assignment, current successful assignment in the same classification with same or similar responsibilities, previous successful experience in the summer assignment, relative seniority, and other factors establishing qualifications. Available, qualified Assistants from within the building or program will be considered prior to Assistants from other buildings or programs.

Building and program administrators will notify the Personnel Office when they have determined the need to go outside their building/program to staff summer programs. Assistants will notify the Personnel Office between May 1 and 15 of their interest in summer work outside their building or program.

- G. When an Assistant(s) has to assume additional work responsibilities as the result of the District being unable to obtain a substitute for an absent Assistant, the Assistant(s) assuming the additional work responsibilities, for forty-five (45) minutes or more, will receive overload pay of \$3.50 an hour, subject to a maximum hourly overload cost of the current substitute rate, equally divided among affected Assistants.
- H. The Board shall annually notify the association (by October 31st) of any anticipated volunteer programs and volunteer usage within the District buildings.
- I. Cashier Assistants and Supervision Assistants may request of the Food Service Department a review of the hours allocated for their assignments in the Fall (by October 31) and/or when there are significant changes in the responsibilities during the school year. The parties may allow for reviews at other times by mutual agreement.
- J. The District will provide Assistants access to a District telephone in each building location. Such telephone shall afford the Assistant adequate privacy.
- K. The District shall pay the cost of any test or special certificates which are required of an Interpreter Assistant to maintain his/her assignment. Similarly, Child Care Assistants

who are required by law to maintain a Child Development Associate Certificate as a condition of their employment will be reimbursed for the initial cost of such certificate up to one hundred dollars (\$100.00) and up to fifty dollars (\$50.00) for the cost of each renewal thereafter. The Association is not precluded from addressing this issue for other Assistants, in the event they are subsequently required by law to maintain a special certificate to hold a current position. This provision shall not be interpreted as applying to training or registry fees.

Additionally, the District shall provide a \$6,000.00 annual training fund for Assistants to utilize on a first come basis to enroll in course work related to the content or performance of their current assignment. Actual reimbursement will occur after successful completion of the course with a grade of 2.0 or better. Training funds normally will not be made available for course work applicable to a post-baccalaureate degree. The fund shall be jointly administered by the Association and the administration. If there are unexpended funds at the end of a budget year such unexpended funds shall not be carried forward nor added to the next year's allotment. Any reimbursement that will exceed \$300.00 per semester must be approved by the fund administrators prior to commencement of the training. If there are still training funds available by June 1, any request which was not totally funded earlier in that year will be reviewed and funded to whatever extent possible with the remaining training funds for that fiscal year.

- L. In the event an Assistant is subjected to harassment or abuse by a parent, other staff member/employee of the District, student or other member of the community in association with the Assistant's duties, the Assistant shall immediately notify his/her immediate supervisor, who shall determine what action is appropriate. Following such notification, the Assistant or the Association can call for a Special Conference to review the situation.
- M. Employment in the LEA bargaining unit does not constitute teacher service toward the acquisition of teacher tenure under state law, for certified or non-certified employees. There shall be no teacher tenure as a LEA employee. If the Tenure Commission, or a court of competent jurisdiction, determines that positions that require teaching certification are subject to the Tenure Act this provision shall not apply to such positions.
- N. Assistants are eligible to participate in any reimbursement program or tax sheltered annuity offered by the District, consistent with the Internal Revenue Code. The LEA and the District will work together to inform Assistants of the benefits of such plans. The District shall also make available payroll deduction for fees and costs associated with employee utilization of the District's day care facilities.
- O. Assistants who are certified teachers, who are assigned to substitute for a teacher on an emergency basis, shall be paid forty-two dollars (\$42.00) per half day. If the Assistant is required to teach a seventh hour, he/she shall be paid fourteen dollars (\$14.00) for the extra hour of work. *Substitution* shall be defined as replacing an absent teacher for one-half hour or more. If the Assistant is required to make up work he/she would have performed during the period of substitute teaching, the Assistant will be paid at his/her regular hourly rate including overtime if applicable. The parties agree

that if the unrepresented substitute teacher rate increases to this pay level during the term of this contract, the contract shall be reopened to address increased compensation.

ARTICLE VIII: SENIORITY

- A. Definition. *Seniority* shall be defined as the length of service within the District as a member of the bargaining unit, subject to the provisions of this Article. Accumulation of seniority shall begin from the Assistant's first working day in the bargaining unit. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Probation. All new employees in the unit shall be probationary employees until they have completed sixty (60) work days of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated at the sole discretion of the Board. If the Board determines that additional time is necessary to assess whether a probationary employee has the ability and other attributes which will qualify him/her for regular employee status, it may extend the probationary period once for an additional thirty (30) work days. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work in the unit.
- C. For purposes of this provision, it is understood that all bargaining unit members are in one or more of the following Classifications based on their current assignment(s):

Instructional Assistant
Clerical Assistant
Special Education Instructional Assistant
Non-Instructional Support Assistant
Clinic Assistant
Work Study Assistant
Continuing Education Assistant
Supervision Assistant
Interpreter Assistant
Child Care Giver Assistant
Program Assistant

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

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

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

A less-detailed seniority list shall also be provided by the District to the Association (by May 1 and November 1 of each year) as well as each building administrator in which Assistants are employed, in a form conducive for posting. This list shall detail, in seniority order, the names of all Assistants, their seniority dates, current assignment(s) held, and building assignment(s).

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

- E. Disability Accommodations. Any bargaining unit member who has become disabled due to injury or illness (including occupational disease) while employed by the District may request appropriate accommodations for the disabling condition, which may include reassignment to a vacant position for which the employee is qualified without regard to the seniority provisions of this Agreement. Upon review of the employee's request, and consideration of any other appropriate accommodations, the District will make a good faith attempt to accommodate the employee in the most appropriate manner. If more than one (1) employee could be reasonably accommodated by transfer to the same vacancy, preference will be given to employees whose disabling condition arose out of or in the course of their employment with the District. Prior to the placement of an Assistant under this provision the District shall notify the Association.
- F. Multiple Classification Assignments. For the purpose of reduction in personnel, layoff, recall and transfer, an Assistant working in more than one Classification shall be deemed to be assigned to all appropriate Classifications separately.
- G. Leaves of Absence. An Assistant will neither lose nor accrue seniority while on leave.
- H. Loss of Seniority. An Assistant shall lose seniority for the following reasons:
1. The Assistant quits, retires or is discharged.
 2. The Assistant is absent from work for three (3) consecutive work days without notifying the administrator prior to or within such three (3) day period of a justifiable reason for such absence, unless the Assistant presents an excuse acceptable to the Board that the Assistant was unable to do so.
 3. The Assistant obtains a leave of absence under false pretenses.

4. The Assistant accepts employment elsewhere while on leave of absence, which employment has not been authorized by the Board.
5. The Assistant is laid off for lack of work or funds for a continuous period of thirty-nine (39) or more consecutive months.

ARTICLE IX: LAYOFF AND RECALL

A. Definition of Displacement and Layoff. A *displacement* shall be defined as a necessary reduction in the work force beyond normal attrition or a modification of assignment, which meets any of the following criteria:

1. A position, currently occupied by a bargaining unit member, is eliminated, or
2. An Assistant's normal weekly hours are reduced by 30% or more, or
3. The change in normal weekly hours for an assignment eliminates the eligibility of the Assistant to retain fringe benefits, or
4. An Assistant is bumped by a more senior, previously displaced Assistant.

A *layoff* shall be defined as a temporary or indefinite separation from employment following the displacement.

B. Displacement and Layoff Procedure. In the event of a displacement, the following procedure will be followed:

1. To the extent reasonably possible, the Assistant affected by the position elimination or significant hour reduction shall be the least senior Assistant in the building/program that works in the same Classification, for comparable hours. Reassignment decisions shall be made at the building/program level to redistribute the most senior Assistants within their Classification, to positions of comparable hours for which they are qualified, prior to identification of the Assistant(s) to be displaced from the building/program. (Comparable hours, for purposes of layoff or recall shall be defined as equivalent hours of assignment plus or minus one-half [$\frac{1}{2}$] hour.) The addition of one-half ($\frac{1}{2}$) hour will only be exercised to maintain benefits. The subtraction of one-half ($\frac{1}{2}$) hour will only be used if no equivalent hour positions exist. Exceptions to this limitation may be made upon mutual agreement by the Board and the Association.
2. Prior to notice to affected employees of displacement or layoff, Board representative(s) shall meet with Association representative(s). The purpose of this meeting is to advise the Association of the specific position(s) to be eliminated or for which the normal hours will be significantly reduced and receive Association input. During this meeting, the parties will also examine the bargaining unit members who will be impacted by the displacement or layoff action.

3. Each Assistant that is identified as being affected by a displacement action shall be notified of the displacement at least three (3) work days prior to meeting with the District to exercise his/her options.
4. Before meeting with the affected Assistants, the District shall determine whether there are any vacancies outside the affected building/program(s) of comparable hours for which the affected Assistants are qualified.
5. In addition to the identified vacancies the District shall prepare a list of least senior bargaining unit members (beginning with probationary employees) in comparable hour, same classification similarly assigned positions throughout the District. (Similar assignments shall be defined as positions which are comparable in terms of subject matter, elementary or secondary, and/or disability.) The list of available positions shall have an equal number of positions listed as there are positions being eliminated, plus an additional fifty percent (50%) more in listed positions than what is being eliminated. (For example: If there are six [6] positions being eliminated, the list shall have a total of nine [9] positions.)
6. Assistants that are notified of displacement shall be given the opportunity to choose to bump the least senior, same classification employee in his/her building/program who works in a non-comparable hour assignment, if such a position exists.
7. If an Assistant identified for displacement has not chosen to stay in the same building/program in a non-comparable hour assignment, the Assistant shall exercise his/her seniority right to bid for a comparable, same classification, similarly assigned position. If no similarly assigned, comparable hour position exists and prior to any one-half ($\frac{1}{2}$) hour reduction in hours, Assistants shall have the option of bidding for a different assignment within their classification at the displacement meeting, provided they are qualified for the position.
8. All displaced Assistants who work the same number of hours shall meet together and bid, in seniority order, on the available positions. In addition, any Assistant whose name appears on the list of positions available for bidding shall also be in attendance at this meeting.
9. Less senior Assistants who are bumped by an Assistant shall be added to the bumping procedure in seniority order and shall have the same rights as all other displaced Assistants.
10. The bidding for positions shall take place in tiers arranged by the number of hours each Assistant had been working. (For example, all six [6] hour employees would bid together, then all five and one-half [$5\frac{1}{2}$] hour employees would bid together.)
11. After all other displacement meetings have been completed, and if there are no similarly assigned, comparable hour, same classification assignments available for Assistants to bid on, an Assistant shall have the opportunity to bid on

comparable hour positions in other classifications, based on their seniority and qualifications.

12. After completion of the bumping process, the Assistants that are displaced by the more senior Assistants shall be classified as laid off, and shall be given fourteen (14) days written notification of same. If any of the fourteen (14) day notice period falls within the Assistant's normal work year schedule, the District will pay the Assistant at his/her regular rate and hours for all such days. The District may assign the Assistant to perform duties with his/her classification for which he/she is qualified during the same period.
13. If an Assistant's position is restored after the displacement meetings have taken place and prior to January 1, the Assistant shall have the first right to return to their previous position.

C. Waiver of Seniority Layoff and Bumping Rights. In the event of a layoff, and with the approval of the District and the Association, individual bargaining unit members may waive their seniority rights for the purpose of layoff and bumping. Assistants whose positions have been identified for elimination or significant change of hours, as defined in Section A, above, or who have been bumped by a more senior employee, may waive their seniority and bumping rights. Such waiver is without prejudice to any other seniority rights and other rights the Assistant may have by virtue of this Agreement, including recall rights. Additionally, such waiver may be exercised immediately upon notice of displacement, or after review of bumping options. It may not be exercised after the Assistant has already bumped another Assistant out of his/her assignment.

If such an agreement is reached, the Assistant electing to waive rights under this Section shall complete a form containing the following information:

Individual Waiver of Rights	
<p>The undersigned hereby agrees to waive his/her seniority, pursuant to the Master Labor Agreement, for the purposes of the impending layoff by the Lansing School District. This waiver shall relate solely to the order in which I am laid off. It is given, however, without prejudice to my right to assert seniority for all other purposes contained in the Agreement, including recall rights and any other contractual rights or privileges conferred by virtue of seniority pursuant to the Master Labor Agreement.</p>	
Date _____	Signature _____ Bargaining Unit Member
Date _____	Signature _____ Association President
Date _____	Signature _____ Employer Representative

D. Reduced Hours. If possible the Personnel Department shall notify the Association of all reductions in normal work hours prior to Assistants being notified, even where such

reductions do not constitute a layoff. At the request of the Association, a Special Conference shall occur to discuss such reductions. Affected Assistants shall be given at least seven (7) calendar days' written notice prior to a reduction in their hours taking effect. Seniority shall be one of the factors considered prior to reduction of hours being determined.

- E. Benefits Following Layoff. Upon written application a laid off bargaining unit member shall be granted priority status on the appropriate substitute list(s) according to his/her seniority and qualifications.

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

- F. Restoration of Hours. An employee whose hours are reduced pursuant to Section B-6 or D, above, may file a written notice of desire to restore lost hours within his/her building/program. If the employee has submitted such notice, he/she will be considered in seniority order, if qualified for vacant or new positions within the employee's building/program and Classification, before recalls, transfers or new hires are considered.

- G. Recall Procedure. Prior to posting any unit vacancy to consider outside applicants and internal transfer requests from Assistants who are not eligible for restoration of hours, as detailed in Section F, above, the District will fill vacancies by recalling laid off bargaining unit members, based on seniority, Classification and qualifications. The following recall procedure shall be followed:

1. Notice of recall shall be sent by certified or registered mail to the last known address as shown in the District's records. It is the Assistant's responsibility to keep the District personnel office advised of any change in address while on layoff.
2. Recall notices shall state the time and date on which the bargaining unit member is to report back to work, and the location and the number of hours per week of the assignment. Recall notices shall provide at least seven (7) calendar days' notice of return to work. Employees that are unable to return as detailed in the notice must contact the personnel office before the recall effective date to see if alternate arrangements can be made.
3. The District may fill vacancies on a temporary basis, pending return of the recalled bargaining unit member.
4. An Assistant is obligated to accept recall to a position within his/her Classification, for which he/she is qualified, and for which the hours are comparable to the position from which the Assistant was laid off. If the employee declines recall, he/she forfeits all seniority rights. (If the Assistant

was laid off from a position which qualified him/her for benefits, and the position to which he/she is recalled will not qualify for benefits, the Assistant may decline the recall.)

- H. If there are no qualified bargaining unit members on layoff from the same classification to fill a vacancy, the District will review the master layoff list and give appropriate consideration to Assistants from other classifications. Thereafter vacancies shall be posted and filled in accordance with Article X.
- I. Definition of Qualified. For purposes of this Article, an Assistant shall be considered qualified for: 1) Any job title currently held, 2) Any job title the Assistant previously successfully held, or 3) Any position for which the Assistant has training, education or prior experience that initially demonstrates that he/she can perform the work of the position. The Board retains the right to determine qualifications.
- J. At each layoff, or recall following layoff, the Board may designate certain individual Assistants with definable special skills (i.e. musical, bilingual, signing for the deaf, orthopedic), whose services are required under the circumstances then existing. Such Assistants may be retained in, or recalled to, service, regardless of their seniority.
- K. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for a period of thirty-nine (39) months. With the exception of probationary employees, laid off bargaining unit members shall accrue seniority during the period of layoff.
- L. For purposes of bidding within classifications, Instructional Assistants and Continuing Education Assistants shall be combined.

ARTICLE X: VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Posted Vacancy Positions. A *vacancy* is an unoccupied position in the bargaining unit, which the Board intends to fill and for which there are no unassigned or laid off, qualified Assistants.
 - 1. Any Assistant may apply for a posted vacancy.
 - 2. The application shall set forth the reasons for the request, the school and job sought, and the applicant's qualifications which support the request.
 - 3. Applications must be received by the Personnel Office within ten (10) calendar days from the date of posting.
 - 4. The Board may fill the vacancy on a temporary basis as necessary. Positions which are funded for less than a semester shall be posted at the discretion of the Board. The Board will not use temporary employees for the purpose of delaying the regular vacancy posting process.

5. The Board shall post all new and vacant positions. For positions which may be dependent upon Fall enrollments, the Board will post vacancies no later than sixty (60) calendar days after the initial student count date, unless an extension is mutually agreed upon. For all other vacated positions and any new positions created after the initial student count date and prior to March 15, the District shall make a good faith effort to post the positions within twenty (20) working days of being declared vacant and/or created.
6. Vacancy postings shall be placed in a conspicuous place in each building of the District for a period of ten (10) calendar days.
7. Vacancy postings shall contain the following information, if known:
 - a. type of work
 - b. location of work
 - c. starting date
 - d. rate of pay
 - e. hours to be worked
 - f. classification
 - g. minimum requirements
8. Interested Assistants must apply in writing to the personnel department by the end of the posting period.

B. Selection Process.

1. Applicants shall be evaluated based upon experience, competency, qualifications and seniority. When experience, competency and qualifications are relatively equal, the applicant with greater seniority shall be given preference. In awarding the position the proper balance of race and/or sex shall be a factor. For purposes of selection of bargaining unit vacancies other than Supervision Assistants, the term "relatively equal" shall mean that the combined total point value of the Applicant Screening Grid and the interview (averaged for panel interviews) between the candidates shall be less than ten (10) percentage points different.
2. The Association shall have pre-interview access to the applicant screening grids.
3. An Assistant will be given at least forty-eight (48) hours prior notice as to when his/her interview is scheduled.
4. The Board will strive to make selection decisions and advise the applicants within fourteen (14) calendar days from the expiration of the posting period.

- C. Voluntary Transfer Limitation. An Assistant who voluntarily applies, and successfully competes, for transfer shall relinquish the right to other voluntary transfers within the unit until the beginning of the next school year. Exceptions to this limitation may be made upon mutual agreement by the Board and Association.

- D. Involuntary Transfers. Employees who will be affected by a change in assignments during the school year will be notified and consulted by their building principal as soon as practicable. The Superintendent of Schools, or a designee, has the sole right to assign employees to positions for which they are qualified within the school district.
- E. In the event of promotion in or transfer from one Classification or position to another, the Assistant shall be given a twenty (20) work day trial in which to show his/her ability to perform on the new job. If the Assistant needs additional time in the trial period, another twenty (20) working days shall be granted. The employer shall give the promoted or transferred Assistant reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the Assistant is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected Assistant, the Assistant shall be returned to his/her previous assignment. If the Assistant, within the previous six (6) months, had accepted a promotion or transfer he/she will not have the voluntary option to return to his/her previous assignment at the end of the trial period.
- F. Seniority Status. Employees shall retain their seniority as a result of any consummated transfer or promotion.
- G. If the transfer or promotion of an Assistant qualifies him/her for a different salary schedule track, the Assistant's salary placement shall be at the first step on the new schedule which is higher than his/her prior salary (actual hourly rate), providing there is a step available.
- H. Substitute Assignments.
1. In Lieu of Regular Assignment. Any Assistant who, at the employer's request, temporarily assumes the duties of another bargaining unit member instead of his/her normal duties for a minimum of one (1) hour will be paid the regular rate for those duties. An Assistant's pay rate shall not be reduced as the result of any employer initiated temporary change in duties.
 2. Additional Hours. If an Assistant works as a Substitute Assistant (takes on a temporary assignment) in addition to the employee's regular assignment, he/she shall be paid the current Substitute Assistant rate plus \$.50 per hour for the temporary work. Effective August 16, 1997, the rate shall be the current Substitute Assistant rate plus \$.55 per hour. Effective August 16, 1998, the rate shall be the current Substitute Assistant rate plus \$.60 per hour.
- I. The provisions of Article X are subservient to the provisions of Article IX - Layoff and Recall.
- J. Multiple Regular Assignments. Effective June 30, 1994, if an Assistant holds more than one (1) assignment (Example: Instructional Assistant and Lunch Supervision Assistant), he/she shall be paid at the appropriate level of each assignment salary schedule, and not at the higher rate for both assignments. Such differential pay rates shall not apply to dual or multiple assignments posted as a joint assignment.

ARTICLE XI: EVALUATION

- A. Regular employees shall be evaluated yearly. The employee will receive a copy of the completed performance review and will sign the form to indicate that they have seen it. Such signature does not mean the employee agrees with the contents of the evaluation.
- B. All Assistants shall be formally evaluated on the Lansing School District Assistant Evaluation form.
- C. An employee may submit additional comments to any evaluation. Such statements shall be attached to the evaluation placed in the employee's personnel file.
- D. It shall be considered just cause for dismissal if an employee receives two unsatisfactory evaluations from the building administrator within a twelve month period. The first unsatisfactory evaluation will include a mandatory improvement plan.

ARTICLE XII: DISCIPLINE OF ASSISTANTS

- A. No Assistant shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge or discipline a probationary employee for other than LEA activity is not subject to the grievance procedure. It is further understood that reduction in work week, days or hours, or layoffs or reclassification is not within the meaning of discipline.
- B. *Disciplinary action* shall be defined as any reprimand, suspension or discharge.
- C. An Assistant shall be entitled to have present a representative of the LEA for any disciplinary action.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the Assistant's personnel file, and a copy thereof given to the Assistant and the LEA. Said disciplinary action will not be issued until there has been an opportunity for a meeting between the administrator, Assistant and an LEA representative.
- E. After a period of two years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the Assistant in matters of job status. The reprimand shall also be removed from the Assistant's personnel file, if the Assistant provides a written request to the Director of Personnel, after the two (2) year period has passed without similar conduct. A letter shall replace the reprimand stating that the Assistant has been made aware of the District's policy relating to the conduct in question.
- F. The Union agrees that the Employer has just cause to discharge any employee who:
 - 1. Is convicted of any felony or circuit court misdemeanor.

2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
3. Is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made.
4. Does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
5. Does not return from sick leave and leaves of absence. In proper cases, exceptions shall be made.
6. Is under the influence of intoxicants or drugs (for purposes of this section, *under the influence* shall be interpreted as an intoxicant or drug having a significant impact upon the employee's ability to perform assigned duties.) It is understood that an unanticipated adverse reaction to a prescribed medication is an exception to this provision.
7. Consumes or sells intoxicants or drugs on Board property.
8. Steals Board property.
9. Duplicates school district issued keys.
10. Intentionally falsifies records.
11. Violates any child protection law.
12. Commits an aggravated assault or battery.
13. Carries a lethal weapon onto Board property.

Prior to any discharge the District will conduct an appropriate investigation and take necessary actions to insure due process has been provided the Assistant.

- G. Prior to any investigatory suspension, the Assistant will be provided with the general nature of the alleged offense. Upon request, the District will provide written confirmation of the general nature of the offense being investigated.

ARTICLE XIII: LEAVES OF ABSENCE

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

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

B. Maternity Leave.

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

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

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

E. Adoptive Leave. Any Assistant may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the Assistant desiring adoptive leave shall apply to the Personnel Office for an adoptive leave which shall commence when the Assistant assumes custody of the child and shall continue for the duration of the school year. (Unless the Assistant has less than one (1) year of credited District service, in which case the Assistant may request a leave not to exceed his/her length of service.) Upon request of the Assistant the leave shall be extended for an additional school year.

F. Educational Leave.

1. An Assistant who has been on the staff of the Lansing School District for a minimum of three (3) years, and has a record of satisfactory service, shall be eligible for a study leave for a period of up to two (2) years, provided said Assistant states an intent to return to the Lansing School District for a minimum period of one (1) year. Assistants with two (2) years of service are eligible to request study leave for a period not to exceed one (1) year, with the understanding that they will return to the District for a minimum period of one (1) year.
2. Application shall be filed with the Consultant in Personnel by the end of the first semester for leave beginning the following September. For leave beginning in February, the application shall be filed by the end of the preceding June. Leaves must be for semester durations.
3. An Assistant requesting a leave of absence for study, shall be required to take at least ten (10) semester hours per semester, or ten (10) term hours per quarter in an accredited university, college or community college.
4. Study leave shall be leave without pay.
5. An Assistant being granted a leave of absence for a course of study related to student instruction and/or work within the bargaining unit shall advance on the salary schedule as the Assistant would have advanced had the Assistant been employed in the Lansing School District, provided a transcript is filed indicating the required credits have been earned. A determination shall be made prior to the commencement of the leave as to whether it meets the study requirement of this subsection. Such determination shall be made by mutual agreement of the parties.

G. General Personal Leave. Upon application, and after one (1) year of service with the District, an Assistant may be granted a General Personal Leave of Absence of up to one (1) year, without pay. Said leave is renewable upon the written request of the Assistant and the approval of the District.

H. Association Office Leave. A leave of absence of up to three (3) years, without pay, shall be granted upon application for the purpose of serving as an officer of the Association, or an officer in its state or national affiliate. Said leave of absence is renewable upon the written request of the leave holder. Return from such leave must correspond with the beginning of the school year. At least sixty (60) calendar days prior to the expiration of the leave the leave holder shall notify the District of his/her intent to return or extend the leave.

I. Assistant's Responsibilities Upon Return From, or Seeking Extension Of, A Leave of Absence. An Assistant returning from or requesting an extension of a leave of absence must notify the Personnel Office no later than 30 days prior to the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit.

Assistants shall be placed in the first opening available for which they are qualified in the same classification in the building where they formerly worked. An Assistant that takes a health, maternity, parental or adoptive leave of one (1) semester or less shall have the right to return to his/her position, or an equivalent position, unless such a position no longer exists. Those Assistants taking leaves of more than one semester but no longer than one (1) year shall have the right to return to an equivalent position, consistent with their seniority, at the beginning of the school year following the end of the Assistant's leave, unless such a position no longer exists.

J. Leaves For Other Purposes.

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

K. The Board reserves the right to fill an opening created by a leave of absence with a substitute Assistant.

L. Family and Medical Leave Act of 1993.

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

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

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

ARTICLE XIV: COMPENSABLE LEAVE

- A. Compensable leave of one (1) day* per month worked shall be credited to the compensable leave account of each employee. Employees shall be entitled to unlimited accumulation which shall be available to them in future years.
- B. Compensable leave shall be granted in accordance with the schedule specified here, subject to the following conditions:
 1. Personal Illness. Illness or injuries not requiring a leave of absence.

2. Illness or Serious Injury in the Immediate Family. Absence necessitated because of the need of the personal attendance of the employee. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the Assistant is principally responsible.)
3. Bereavement. Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of an employee's father, mother, father-in-law, mother-in-law, foster parents, spouse, children, brother, sister, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per occurrence. Additional days may be granted by the District in extenuating circumstances.
4. Funerals. One day leave shall be granted for attending funerals for persons other than in the immediate family unless granting such leave will significantly impact building/program operations.

C. Each employee shall present a signed statement indicating the reason for each absence, such statement to be filed in the immediate supervisor's office. The administrator may request a physician's statement for an employee's absence due to the illness of three (3) or more days' duration.

D. It is the responsibility of each employee to report unavailability for work. Each building administrator may establish a reasonable call-in procedure, but in the absence of specific building requirements, the Assistant should report the absence as soon as practicable and not later than thirty (30) minutes prior to the start of his/her work day. Employees shall at the time of reporting their absence state the reason for absence, where they may be reached and the anticipated length of absence.

E. At the beginning of each school year, each employee will be credited with two (2) leave days with pay. Any Assistant who works an additional assignment during the summer for nine (9) or more weeks shall receive one (1) additional leave day with pay. This third leave day may be used for recreational purposes during the summer months, provided appropriate substitute arrangements can be made. Each employee who is hired and commences employment after the beginning of the year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December	2 days
January through March	1 day
April through May	½ day
June	none

The leave days shall not be utilized during an absence for sick leave or during any other leave of absence.

An employee taking a leave day shall file a notice of the intent to take such day with their immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency**). Such notice shall include a statement that the purpose of the leave is not in violation of reasons 1. through 5., following.

Leave days with pay shall not be used for:

1. The day before or the day after a holiday, holiday related or vacation day.
2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
3. Other employment or seeking new employment.
4. Voluntary child care.
5. Any other leave provisions in this Agreement.

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

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

- F. Any employee who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy unless or until reinstated in good standing by the Board on recommendation of the Superintendent.
- G. 1. Assistants working in a summer school program of a minimum of four (4) weeks' duration shall be entitled to two (2) additional compensable leave days to be used for personal illness or illness in the immediate family. In the event an Assistant does not use any portion of the summer compensable leave the balance shall be transferred to his/her regular cumulative leave.
2. Assistants working during the summer at the Beekman Center or in a fifty-two (52) week program shall be able to use their accumulated compensable leave.
- H. A qualified non-probationary Assistant shall be granted, upon retirement from the District, an additional salary payment equal to his/her current rate of pay for one-half (½) his/her unused accumulated compensable leave. Such payment shall be limited to a maximum of thirty (30) leave days. For purposes of this paragraph, qualified employees shall include those who are eligible to receive a MPSERS Defined Benefit Pension including regular, disability and deferred retirement.

Effective February 1, 1997, Assistants not qualifying for MPSERS retirement, but having reached the age of fifty-five (55) and having twenty (20) years of regular service, shall be paid \$225.00 upon retirement from the District.

* *A Compensable Leave Day shall be defined as the number of hours in the employee's regular work day.*

** *An emergency is an incident over which the employee has no control.*

ARTICLE XV: PROTECTION OF ASSISTANTS

- A. Any case of employment related assault and battery upon an Assistant shall be immediately reported to the immediate supervisor. The Board shall provide legal counsel to advise the Assistant of any rights and obligations in connection with handling the incident by law enforcement and judicial authorities.
- B. Time lost by an Assistant, other than for disability, where the Assistant is found in a court of competent jurisdiction not to be the responsible party, shall not be charged against the Assistant.
- C. The Board will reimburse, repair, or replace for Assistants the current value of clothing and personal property damaged or destroyed as a result of assault and /or battery upon them suffered in the course of their employment unless such loss is covered by insurance or reimbursement is obtained from other sources.
- D. Any Assistant who is absent from work because of an injury suffered from a physical assault as a result of an employment related activity shall receive from the Board the difference between the Assistant's regular weekly income and the payment the Assistant receives through Worker's Compensation in the following manner:
 - 1. For the first four (4) work weeks, there will be no deduction from compensable leave.
 - 2. Beyond four (4) weeks, such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the Assistant's regular weekly pay until compensable leave is exhausted.
 - 3. If the District's workers compensation physician and/or carrier schedules therapy during the normal work day, the District shall not charge the time against the Assistant's compensable leave bank.

ARTICLE XVI: INSURANCE PROTECTION

- A.
 - 1. The Board shall provide to all Assistants regularly scheduled to work twenty-five (25) or more hours per week MESSA Vision Insurance VSP 1 full family coverage.

Effective February 1, 1997, the Board shall provide to Assistants regularly scheduled to work twenty-five (25) or more hours per week a monthly Health Insurance subsidy equal to ninety percent (90%) of the MESSA Super Care I single subscriber premium (with the Board's contribution to be maintained at the rate of \$203.70 for the term of the current Agreement) or one hundred percent (100%) of the PHP single subscriber premium with a \$5.00 monthly co-pay.

Effective February 1, 1997, the Board will provide a family health care subsidy to eligible employees. Assistants regularly scheduled to work twenty-five (25) or more hours per week, that were employed on or by February 1, 1997 and who chose PHP single subscriber coverage, shall have the option to add two-person or family PHP coverage for eligible family members. For employees choosing the additional coverage, the District shall pay ten percent (10%) of the difference between the single subscriber rate and the two-person or family rate, as applicable. The employee will be responsible for the remainder through payroll deduction. Effective August 16, 1997, the District's share of the differential rate shall be twenty percent (20%). Effective August 16, 1998, the District's share of the differential rate shall be thirty percent (30%).

Effective March 1, 1997, the Board shall provide to Assistants regularly scheduled to work thirty (30) or more hours per week, that were employed after February 1, 1997 and who chose PHP single subscriber coverage, the option to add two-person or family PHP coverage as described above.

Effective February 1, 1997, the Board shall provide a cash option for eligible employees not choosing health benefits. The cash option amount shall be \$70.00 per month. Employees may invest these funds in tax-exempt cafeteria options on a salary reduction assignment basis (including variable options available through the Michigan Education Special Services Association), or invest these funds in a tax-deferred annuity through a salary reduction agreement, or receive the monies as cash. Effective August 16, 1997, the cash option rate shall increase to \$80.00 per month. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs related to the implementation and administration of benefits under this program shall be borne by the Board.

A self-pay dental insurance option shall be provided in the District's Section 125 cafeteria plan by August 1, 1997. This option shall be made available to all Assistants.

Assistants shall be eligible to participate in any District-sponsored cafeteria option plan through the Employee Benefits Office.

2. Temporary employees hired for positions of ninety (90) calendar days or less shall not be eligible for insurance coverage.
- B. Effective July 1, 1988, the Board shall provide the Assistants regularly scheduled to work 25 or more hours per week Group Term Life Insurance in the amount of \$10,000 A.D. & D.
- C. Effective Date. Assistants shall become eligible for insurance the first day of the month following hire or the first of the month following an increase in hours which meet the eligibility requirements.

It is the responsibility of the Assistant to enroll at the Employee Benefits Office within 30 days of hire or meeting the eligibility requirements. If the employee fails to enroll for insurance benefits during the first 30 days of his/her employment or 30 days of meeting

the eligibility requirements, the employee's benefits will become effective beginning the first day of the first month after the employee does enroll if so permitted by the insurance carrier. Failure to enroll for insurance benefits during the first 30 days of employment or 30 days of meeting the eligibility requirements may also subject the employee to whatever penalties may be imposed by the relevant insurance carriers. Upon hiring, each employee will be informed of the procedures for enrollment for insurance benefits.

- D. Insurance Continuation. Board paid contributions shall cease the end of the month following termination, resignation and during unpaid leaves of absence. (For purposes of layoff/assignment to a non-benefit position, see Article IX, Section E.) Employees, their spouses, or dependent children who cease to be eligible for Board paid insurance shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months, except for termination of employment for which the maximum extension will be 18 months.
- E. Should the Board wish to initiate a change in the hospitalization program which would be equivalent to or better than the coverage now specified, they may do so only after review of a joint committee composed of three members of the Association and three members of the Administration.

ARTICLE XVII: VACATIONS

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

ARTICLE XVIII: HOLIDAYS

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

New Year's Day	Thanksgiving Day
Martin Luther King Jr.'s Birthday	The Day after Thanksgiving
Memorial Day	Christmas Day
July 4th (for Assistants working during the week the Holiday is observed)	
Labor Day	

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

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

Good Friday
The Day before Christmas
The Day before New Year's

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

C. Eligibility Requirements. The employees shall be eligible for holiday pay under the following conditions:

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

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

ARTICLE XIX: LONGEVITY

Longevity payments will be made according to the following schedule:

Eff. 1997

1.	After 5 years through 9 years	\$229.00
2.	Beginning 10 years through 14 years	\$307.00
3.	Beginning 15 years through 19 years	\$384.00
4.	Beginning 20 years and over	\$462.00

- B. The longevity to which an individual is entitled shall be determined by the number of years the employee has completed by December 1 of a given year. In determining the number of years an employee has completed, unpaid leaves of absence, substituting service, terminations and any other time spent in inactive employment status, shall be subtracted from total years of service for longevity purposes.
- C. Longevity payments shall be paid in a lump sum on the first pay period in December to those employees who are actively employed. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. Longevity will be prorated only in cases of retirement or death.
- D. If an employee is working under another contract or meet and confer group and is otherwise eligible for longevity under both contracts, and he/she chooses to receive the longevity payment under the other contract then he/she will not be eligible to receive a longevity payment as contained herein.

ARTICLE XX: MILEAGE REIMBURSEMENT

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

ARTICLE XXI: NO STRIKE CLAUSE

- A. For the term of this Agreement, the LEA agrees for and on behalf of its officers, members, and each and every employee within the Bargaining Unit, that they will neither instigate, call, maintain, condone, support or permit in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- B. In the event of any action in violation of the foregoing, the LEA and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:

1. Promptly, no later than within twenty-four (24) hours, issue a statement to the local newspapers and furnish the Board with a signed statement both of which shall be to the effect that the work interruption is unauthorized by the LEA and is in violation of the Agreement.
 2. Within twenty-four (24) hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.
- C. The LEA will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, their duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.
- E. Compliance by the LEA with all the provisions above shall free the LEA from all liability for any breaches of this Article of the Agreement.

ARTICLE XXII: RIGHTS OF EMPLOYER

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the federal government of the United States. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations.

5. Establish and determine the qualifications of employees.
 6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
 7. Establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. Continue the right to determine job content.
 10. Determine all methods and means to carry on the operation of the schools.
 11. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE XXIII: MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. This Agreement shall be exclusively between the Board and the LEA and not dependent upon the approval of any other organization.
- D. Copies of this Agreement shall be printed at the joint expense of the Board and the LEA and presented to all Assistants presently employed or employed during the duration of this Agreement.

- E. The cost of all physical and mental examinations will be borne by the Board when requested by the Board for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law or State regulations shall be borne by the Assistant.
- F. The Board and the Association shall establish a Joint Committee to establish job descriptions and handle job description changes. The Committee shall establish and maintain job descriptions for each Assistant title included in the bargaining unit. Once drafted or revised, copies of the job description(s) shall be provided to the affected Assistant and his/her supervisor. Any requested job description revisions shall be submitted to the Joint Committee. If new job titles are created the job description shall be established by the Joint Committee.
- G. By September 15th of each year, or as soon thereafter as practical, the District shall provide each Assistant with his/her work schedule for the balance of his/her work year.
- H. The parties recognize the importance of the involvement of school support staff in the school improvement process. Building administrators are encouraged to include Assistants assigned to their buildings in building decisions and building projects. The LEA will provide the names of Assistants who are interested in serving on each School Improvement Team. (Nothing herein is intended to prohibit additional bargaining unit members from serving on the school improvement team, consistent with the team's operating procedures.)

When the School Improvement Team is considering the elimination of programs that are funded with discretionary money at the building level, the School Improvement Team will make a good faith effort to involve affected Assistants in their discussions. The parties recognize the importance of scheduling team meetings at times when as many members as possible can participate. If possible, team meetings will be scheduled during non-instructional hours. When team meetings are scheduled during instructional hours, a reasonable attempt will be made to release one or more active LEA representatives to participate.
- I. The District shall set up a voluntary credit union deduction plan to assist employees in spreading their wages over a twenty-six (26) pay period.

ARTICLE XXIV: CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

ARTICLE XXV: DURATION OF AGREEMENT

DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 1995, and shall continue in effect until the 15th day of August, 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**LANSING EDUCATIONAL ASSISTANTS/
MEA/NEA**

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

By _____
President

By _____
President

By _____
Negotiating Chairperson

By _____
Secretary

APPENDIX A: ASSISTANT CLASSIFICATIONS

- I. Instructional Assistant
 - Teacher Assistants
 - Instructional Assistants
 - Program Teacher Assistants
 - Pianist Assistants
 - Band Assistants
 - Library Work Assistants
 - Math Assistants
 - Music Assistants
 - Reading Assistants
 - Media Assistants
 - Bilingual Assistants

- II. Clerical Assistant
 - Clerical Assistants
 - Materials Consultant Assistants
 - Attendance Assistants

- III. Special Education Instructional Assistant
 - Special Education Assistants (SXI, POHI, EI, VI, Autistic, etc.)
 - Hearing Impaired Assistants
 - Therapy Assistants
 - Life Experience Assistants

- IV. Non-Instructional Support Assistant
 - Community Relations Assistants
 - Home School Coordinator Assistants
 - Community School Support Assistants
 - Supportive Staff Assistants
 - Staff Assistants
 - Cashier Assistants
 - In-School Suspension Assistants
 - Babysitting Assistants

- V. Clinic Assistant
 - Nurse Assistants
 - Clinic Assistants

- VI. Work Study Assistant
 - Work Study Assistants

- VII. Continuing Education Assistant
 - ABE Instructional Assistants
 - Adult Education Instructional Assistants
 - Recruitment/Retention Assistants

- VIII. Supervision Assistant
 - Noon Supervision Assistants
 - Lunchroom Supervision Assistants
 - Breakfast Supervision Assistants

- IX. Interpreter Assistant
 - Interpreter Assistants

- X. Child Care Giver Assistant
 - Child Care Giver Assistant Trainees
 - Child Care Giver Assistants

- XI. Program Assistant
 - Program Assistants

APPENDIX B: SALARY SCHEDULE/1996-97

**ASSISTANTS' SALARY SCHEDULE
Effective August 16, 1996**

	<u>NO HIGH SCHOOL DIPLOMA</u>	<u>HIGH SCHOOL DIPLOMA</u>	<u>9-46 COLLEGE TERM HRS</u>	<u>*SUPERVISION/ CASHIER/ 47 OR MORE COLLEGE TERM HOURS</u>	<u>SPECIAL EDUC/ BA-BS DEGREE</u>	<u>INTERPRETER**</u>
Base	\$7.68	\$7.96	\$8.32	\$8.54	\$9.11	\$10.70
1 year	7.96	8.32	8.54	8.88	9.49	11.15
2 year	8.32	8.54	8.88	9.11	9.71	11.72
3 year	8.54	8.88	9.11	9.49	10.00	12.20
4 year	8.88	9.11	9.49	9.71	10.33	12.72

* Supervision Assistants shall be limited to the first three (3) steps of the schedule.

** The Board may grant up to two (2) years experience credit on the salary schedule for newly hired Interpreter Assistants.

	<u>***CHILD CARE GIVER TRAINEE/ PROGRAM ASSISTANT</u>	<u>ZA-REQUIRED CHILD CARE GIVER ASSISTANT</u>
Base	\$6.65	\$11.72
1 year	6.92	12.20
2 year	7.13	12.72
3 year		****13.24

*** Effective February 1, 1997, employees hired as Child Care Givers may be paid based on the Child Care Giver Trainee schedule for the first three (3) years, and will thereafter be moved to the applicable education-based wage schedule and shall be limited to the first three (3) steps of the applicable schedule.

**** Effective February 1, 1997, eligible ZA-required Child Care Giver Assistants shall advance to the three (3) year step.

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

The steps for all salaries represent one year intervals and shall become effective on the employee's assignment anniversary date.

APPENDIX B: SALARY SCHEDULE/1997-98

ASSISTANTS' SALARY SCHEDULE
Effective August 16, 1997

	<u>NO HIGH SCHOOL DIPLOMA</u>	<u>HIGH SCHOOL DIPLOMA</u>	<u>9-46 COLLEGE TERM HRS</u>	<u>*SUPERVISION/ CASHIER/ 47 OR MORE COLLEGE TERM HOURS</u>	<u>SPECIAL EDUC/ BA-BS DEGREE</u>	<u>INTERPRETER**</u>
Base	\$7.76	\$8.04	\$8.40	\$8.63	\$9.20	\$10.81
1 year	8.04	8.40	8.63	8.97	9.58	11.26
2 year	8.40	8.63	8.97	9.20	9.81	11.84
3 year	8.63	8.97	9.20	9.58	10.10	12.32
4 year	8.97	9.20	9.58	9.81	10.43	12.85

* Supervision Assistants shall be limited to the first three (3) steps of the schedule.

** The Board may grant up to two (2) years experience credit on the salary schedule for newly hired Interpreter Assistants.

	<u>***CHILD CARE GIVER TRAINEE/ PROGRAM ASSISTANT</u>	<u>ZA-REQUIRED CHILD CARE GIVER ASSISTANT</u>
Base	\$6.72	\$11.84
1 year	6.99	12.32
2 year	7.20	12.85
3 year		****13.37

*** Effective February 1, 1997, employees hired as Child Care Givers may be paid based on the Child Care Giver Trainee schedule for the first three (3) years, and will thereafter be moved to the applicable education-based wage schedule and shall be limited to the first three (3) steps of the applicable schedule.

**** Effective February 1, 1997, eligible ZA-required Child Care Giver Assistants shall advance to the three (3) year step.

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

The steps for all salaries represent one year intervals and shall become effective on the employee's assignment anniversary date.

APPENDIX B: SALARY SCHEDULE/1998-99

**ASSISTANTS' SALARY SCHEDULE
Effective August 16, 1998**

	<u>NO HIGH SCHOOL DIPLOMA</u>	<u>HIGH SCHOOL DIPLOMA</u>	<u>9-46 COLLEGE TERM HRS</u>	<u>*SUPERVISION/ CASHIER/ 47 OR MORE COLLEGE TERM HOURS</u>	<u>SPECIAL EDUC/ BA-BS DEGREE</u>	<u>INTERPRETER**</u>
Base	\$7.84	\$8.12	\$8.48	\$8.72	\$9.29	\$10.82
1 year	8.12	8.48	8.72	9.06	9.68	11.37
2 year	8.48	8.72	9.06	9.29	9.91	11.96
3 year	8.72	9.06	9.29	9.68	10.20	12.44
4 year	9.06	9.29	9.68	9.91	10.53	12.98

* Supervision Assistants shall be limited to the first three (3) steps of the schedule.

** The Board may grant up to two (2) years experience credit on the salary schedule for newly hired Interpreter Assistants.

	<u>***CHILD CARE GIVER TRAINEE/ PROGRAM ASSISTANT</u>	<u>ZA-REQUIRED CHILD CARE GIVER ASSISTANT</u>
Base	\$6.79	\$11.96
1 year	7.06	12.44
2 year	7.27	12.98
3 year		****13.50

*** Effective February 1, 1997, employees hired as Child Care Givers may be paid based on the Child Care Giver Trainee schedule for the first three (3) years, and will thereafter be moved to the applicable education-based wage schedule and shall be limited to the first three (3) steps of the applicable schedule.

**** Effective February 1, 1997, eligible ZA-required Child Care Giver Assistants shall advance to the three (3) year step.

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

The steps for all salaries represent one year intervals and shall become effective on the employee's assignment anniversary date.

WORKSHOP PAY

Assistants who attend workshops during their regularly scheduled working hours will be paid at their regular rate of pay. Effective February 1, 1997, Assistants who attend workshops during non-working hours will be paid at the rate of \$8.25 per hour. All Assistants attending workshops during non-working hours must receive advance approval from the applicable administrator to qualify for payment. The workshop rate shall apply to District-wide inservice days/opportunities if appropriate advance approval is given. Assistants already scheduled to work on these days shall receive their regular rate of pay.

INCENTIVE PAY SUPERVISION ASSISTANTS

Supervision Assistants and Cashiers shall receive perfect attendance incentive pay according to the following guidelines. Effective February 1, 1997, employees hired or assigned thereafter as Cashiers will not be eligible for the Supervision Assistant Attendance Incentive Pay.

1. Effective January, 1994, Assistants will be paid a lump sum payment of \$52.00 when the Assistant has not been absent more than once for any reason during the quarter (excluding Jury Duty).
 - a. Quarters are defined according to the following:
 1. First semester, 1st week thru 10th week
 2. First semester, 11th week thru 19th week
 3. Second semester, 1st week thru 9th week
 4. Second semester, 10th week thru 19th week
2. Payments shall be made following the 10th and 19th week of each semester.

CAMP PAY

1. Effective February 1, 1997, all Assistants that participate in overnight and/or field trip experiences associated with their jobs that include time periods outside their normal work schedules, shall be paid their negotiated hourly rate or a \$130.00 daily stipend, whichever is lesser.
2. The negotiated stipend rate is calculated to meet or exceed minimum wage and overtime standards.
3. Whenever possible on overnight trips, the District will attempt to insure that each Assistant is relieved from responsibilities to care for students for four to six (4-6) hours of each 24 hour period. The parties understand that the special health conditions of some students may not allow for such release time, and that Assistants released from responsibilities may be required to offer aid during an emergency, if available; these exceptions shall not impact payment of the negotiated stipend.

INTERPRETER ASSISTANTS

Interpreters required to work outside the regular work week of Monday through Friday will receive time and one-half (1½) for said required hours.

LETTER OF AGREEMENT

SELECTION PROCEDURES FOR LEA ASSISTANTS APPLYING FOR ASSISTANT VACANCIES

In filling posted bargaining unit vacancies, other than Supervision Assistants, for which LEA members have applied, the District shall use the following procedure to evaluate the experience, competency and qualifications of each applicant:

Step 1: Each applicant for the posted vacancy shall be evaluated by the District using the attached *Assistant Applicant Screening Grid*. Screening activity shall conform to the attached *Rating Criteria* for the Assistant Applicant Screening Grid. The maximum number of points an applicant can earn on the Screening Grid shall be fifty (50) points.

All LEA members who score within ten (10) points of the lowest scoring non-LEA member applicant selected for an interview, shall be selected for an interview. In the event that only LEA members are applicants, those applicants who have scored within ten (10) points on the Screening Grid of the highest scoring applicant shall be selected for an interview.

Step 2: Each applicant qualifying for an interview shall respond to the same set of interview questions and shall have his/her answers evaluated by the same interviewer(s). The interview process shall result in a further accumulation of points. The maximum number of points an applicant can earn through the interview process shall be one hundred (100) points. The applicant earning the highest accumulated point total during the screening and interview procedures will be selected for the vacancy unless a more senior LEA member has an accumulated point total that is within ten (10) percentage points of the applicant earning the highest point total.

Note: In accumulating points from the applicant screening grid and the interview, the screening grid shall constitute 33 1/3% of the total possible points.

An applicant's point total on the Screening Grid and the point total on the interview (or averaged point total from a panel interview) shall be made available upon request of the applicant for the LEA. Applicants shall not be provided score information of other individuals. However, the LEA may review this information.

An Assistant who has been placed on a formal improvement plan is ineligible to apply for a posted vacancy when the area for improvement, addressed in the improvement plan, is part of the responsibilities listed for that vacancy. Exceptions to this policy shall only be made upon mutual agreement.

Changes in these selection procedures may be made through mutual consent of the parties.

ASSISTANT APPLICANT SCREENING GRID

LANSING SCHOOL DISTRICT OFFICE OF PERSONNEL AND EMPLOYEE RELATIONS ASSISTANT APPLICANT SCREENING GRID

Rating Scale: 5 = outstanding, 4 = very good, 3 = average, 2 = poor, 1 = unsatisfactory
See *Rating Criteria* for more specific definitions.

Applicant's Name: _____

Position Vacancy: _____

Criteria	Weight	Rating	0-5 points
1.* Application Form, Letter and/or Resume	1	X	=
2. Educational Background	1	X	=
3. Specialized/Technical Training	2	X	=
4. Related Work Experience	1	X	=
5. Recommendations	2	X	=
6. Past Performance Evaluations	1	X	=
7. LEA Seniority	2	X	=
8. Affirmative Action Status	1	X	=
Total			=

Skill Testing

One or more of the following tests may be required for a specific vacancy. An applicant must be able to pass the required basic minimum skill test in order to be considered for a vacancy. It is understood only those skills listed in the posting shall be eligible for testing.

Alphabetizing _____	Composition _____	Data Entry _____
Filing _____	Mathematics _____	Office Equipment _____
Typing _____ / _____ (wpm)	Reading _____	Foreign Language Skill _____

Additional Tests/Comments:

Screener: _____

Date: _____

* LEA members shall not be required to submit a resume. LEA members shall be rated a five (5) in this area, provided they submit a Letter of Interest form outlining their specific qualifications for the position. If only a Letter of Interest is filed, the member shall be rated a two (2) in this area.

RATING CRITERIA

**Lansing School District
Assistant Applicant Screening Grid
Rating Criteria**

Rating **(1) Applicant Form, and/or Resume**

- 4-5 The applicant's letter, application and/or resume gives a brief background of training and experience and specifically outlines the career objectives being pursued. The applicant shall provide specific information outlining his/her qualifications for the position, as defined by the posting for that vacancy. The letter, application and/or resume has excellent structure, style, spelling, etc.
- 3 The letter, application and/or resume provides general information concerning the applicant's qualifications for the position sought and offers satisfactory structure, style, spelling, etc.
- 1-2 The letter, application and/or resume is very general, has little information describing the applicant's qualifications for the position sought, has incomplete information, and/or flaws in structure, style, spelling, etc.
- 0 No letter or resume included.
-

Rating **(2) Educational Background**

- 5 Has an Associate Degree or higher.
- 4 Successfully completed some college course work with a GPA of 2.6 or greater.
- 3 Successfully completed some college course work with a GPA below 2.6.
- 2 High School Graduate (or equivalent).
- 1 Completed tenth grade or more.
- 0 Completed less than tenth grade.
-

Rating **(3) Specialized/Technical Training**

- 4-5 Have certificates or licenses in specialized or technical areas required or directly related to the position for which they have applied.
- 2-3 Have completed course work in the specialized or technical area required or directly related to the position for which they have applied.
- 1 Currently enrolled in course work or training program in the specialized or technical area required or directly related to the position for which they have applied.
- 0 No specialized or technical training.

Rating (4) Related Work Experience

(Actual performance in jobs with substantially similar responsibilities. A candidate shall be considered as having substantially similar responsibilities, if at least half of the major responsibilities of his/her past and/or current positions are designated as responsibilities for the position he/she is seeking. Major responsibilities will be defined prior to the position being posted.)

- 5 10+ years
 - 4 8-9 years
 - 3 6-7 years
 - 2 4-5 years
 - 1 1-3 years
 - 0 Less than 1 year
-

Rating (5) Recommendations

- 4-5 At least three letters which are clear and highly complimentary, current (less than a year old), address the applicant's competency in the position being sought, and contain a strong recommendation for hire.
 - 3 At least two letters which are positive and address the applicant's competency in the position being sought.
 - 1-2 One positive letter which addresses the applicant's competency in the position being sought.
 - 0 A letter which does not address the applicant's competency, or a letter which expresses a message of caution, or no letters of recommendation included.
-

Rating (6) Past Performance Evaluations

Point credit shall be given for each year of the preceding two years:

- 2.5 For each year the applicant received an outstanding evaluation. (i.e., effective in all areas and a statement of exemplary performance.)
- 2.0 For each year the applicant received an above average evaluation. (i.e., effective in all areas and a statement of above average performance.)
- 1.5 For each year the applicant received a satisfactory evaluation. (i.e., could have up to two [2] areas in need of minor improvement.) If no evaluation exists for a given year of service, that year shall be deemed *satisfactory*.
- 1.0 For each year the applicant received a mostly effective evaluation, but showing at least one area in need of significant improvement or more than two (2) areas in need of minor improvement.
- 0 For each year the applicant received an unsatisfactory evaluation.

<u>Rating</u>	(7) <u>LEA Seniority</u>
5	10 or more years of LEA Bargaining Unit Seniority
4	8-9 years of LEA Bargaining Unit Seniority
3	6-7 years of LEA Bargaining Unit Seniority
2	4-5 years of LEA Bargaining Unit Seniority
1	1-3 years of LEA Bargaining Unit Seniority
0	Less than 1 year of LEA Bargaining Unit Seniority

<u>Rating</u>	(8) <u>Affirmative Action Status</u>
5	Any member of a racial minority or underrepresented group in the job category.
0	All other.

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