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6/30/94

AGREEMENT

BETWEEN THE

LIVINGSTON EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION

AND THE

LIVINGSTON EDUCATIONAL SERVICE AGENCY
TEACHER ASSISTANTS

1991 - 1994

LIVINGSTON EDUCATIONAL SERVICE AGENCY
1425 West Grand River Avenue
Howell, Michigan 48843

Livingston Educational Service Agency

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

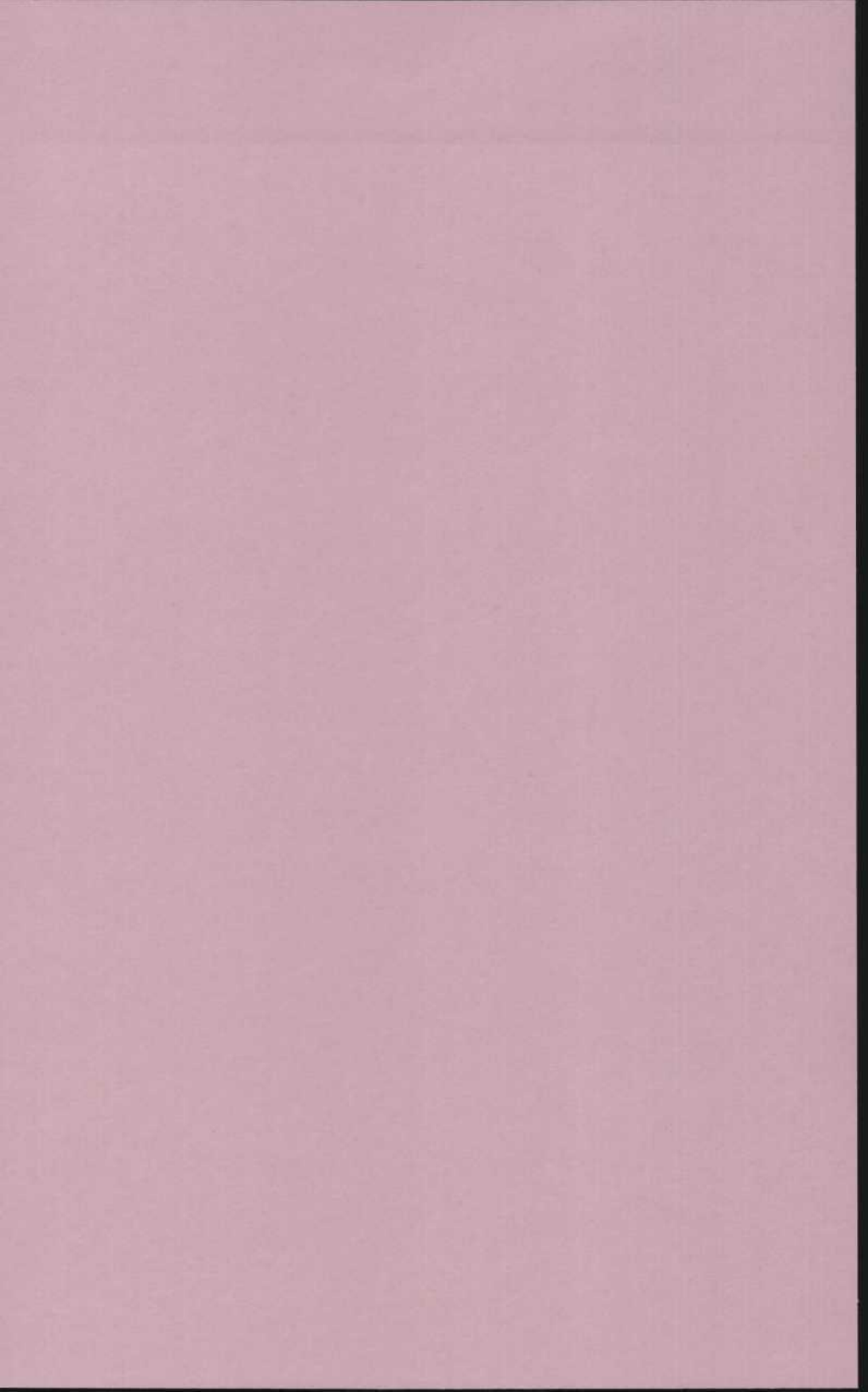


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PREAMBLE

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

ARTICLE 1

DEFINITIONS

- A. Board. The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- B. Day. The term, Day, denotes a working day unless otherwise stated. A working day is any day during which some or all of the Agency is to be in operation as set forth in its calendar unless all operations have been suspended before 8:00 A.M. by the Employer.
- C. Agency. The term, Agency, denotes the Livingston Educational Service Agency.
- D. Employee. The term, Employee, denotes any member of the bargaining unit defined in Article 2.
- E. Employer. The term, Employer, denotes the Board, the Superintendent and their designees.
- F. Probationary Period. The term, Probationary Period, denotes an interval of sixty-five (65) consecutive days as determined by the calendar adopted by the Board and beginning on the effective date of the Employee's last appointment.
- G. Superintendent. The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- H. Union. The term, Union, denotes the Livingston Educational Service Agency Teacher Assistants Chapter of Local 2652, Council 25 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- I. Year. The term, Year, denotes a consecutive 12 month (365) day interval.

ARTICLE 2

RECOGNITION

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

ARTICLE 3

BOARD RIGHTS

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

11. Develop and exclusively control the Agency's budget.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations that pertain to education.
- C. Physical Examination. The Board shall have the right in its discretion to require an Employee to submit to a physical examination at Board expense by a licensed physician appointed by the Board.
- D. Strikes.
 1. Definition. The term, Strike, means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. The definition includes, but is not limited to, actions commonly known as slowdowns, sit-ins, boycotts and interference with the performance of duties of others employed by the Board.
 2. The Union agrees that it and the Employees shall not authorize, sanction, condone or participate in any strike.
 3. If a strike of Employees occurs, the Union will endeavor to get the striking Employees back to work as expeditiously and as quickly as possible by:
 - a. Delivering to the Employer a notice addressed and given to all Employees repudiating such acts of the Employees and directing them to cease such acts and return to work; and,
 - b. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
 4. Actions to discipline, suspend, demote or discharge any Employee who authorizes, sanctions, condones or participates in any strike are not subject to the grievance procedure.

ARTICLE 4

UNION RIGHTS

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

- F. Agency Shop. Employees who were hired prior to the effective date of this Agreement must, as a condition of continued employment, either continue membership in the Union or pay a service fee in an amount not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union in accordance with Article 5, Section F.
- G. Employees hired, rehired or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay the service fee of the Union, commencing on the 30th day following the beginning of their non-probationary employment in the bargaining unit.
- H. Any Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this Article. Any Employee who pays his/her service fee shall also be deemed to have met the conditions of this Article.
- I. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fees or Union dues from Employees not authorizing payroll deductions and who do not pay such fees and/or dues directly to the Union.
- J. The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability, that may arise by reasons of the Employer's complying with the provisions of this Article.

ARTICLE 5

DUES CHECK-OFF

- A. If an Employee has on file with the Board a completed and signed Union membership monthly dues payroll deduction authorization form, as shown in Appendix B, the Board will deduct from his/her pay the initiation fee and the current monthly Union membership dues until such time as the Employee informs the Board in writing to discontinue such deductions.
- B. Normally an Employee's authorized payroll deduction for Union dues will be made from his/her paycheck for the first pay period of each calendar month.
- C. The Board will deduct from the pay of an Employee in any month only the uniformly charged Union dues obligations for that month.
- D. If the Union requests the Board to change the present membership dues deduction of an Employee, such request will be effective only if the Union gives the Board thirty (30) days prior written notice of the change.
- E. The Union agrees that any and all Union and/or Employee questions, problems, and/or disputes that may arise or exist related to the operation and/or implementation of this Article shall not be the subject of a grievance and may only be reviewed by the parties informally.
- F. Remittance of Dues.
1. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all Employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
 2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of Employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer to submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- G. The Union shall indemnify and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

ARTICLE 6

EMPLOYEE RIGHTS AND SECURITY

A. Probationary Employee. Each new Employee shall be on probation for a period not to exceed fifty (50) days worked within the first 65 days after his/her latest appointment. The right to release a probationary Employee during this period shall be vested exclusively in the Board regardless of other provisions of this Agreement. Any Employee retained in excess of sixty-five (65) work days shall have seniority from date of hire.

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

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

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

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

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

C. Seniority of Officers and Stewards. The Chapter Chairperson, the steward and alternate, in that order, shall head the seniority list of the bargaining unit during their terms of office. The name of the steward will appear in seniority order as will the name of the alternate.

- D. Seniority Lists. The seniority list on the date of this Agreement will show the dates of hire, names and job titles of all Employees of the bargaining unit with seniority. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon reasonable prior request.
- E. Loss of Seniority. An Employee will lose his/her seniority and his/her name will be removed from the seniority list when one or more of the following events occur:
1. The Employee quits, retires or is discharged.
 2. The Employee has been laid off for more than two years.
- F. Quits. Any Employee may quit by giving at least ten (10) working days prior written notice to the Employer. An Employee shall also be considered to have quit when one or more of the following events occurs:
1. The Employee is absent for three (3) or more consecutive working days and has not notified the Employer in accordance with procedures set forth herein.
 2. The Employee fails to declare his intent to return to work from an approved leave in accordance with procedures set forth herein.
- G. Discharge. The Board may discharge an Employee for cause. Prior to discharge of an Employee the Employer may suspend him/her for up to five (5) working days without pay in order to permit an investigation of the matter. If, following such a suspension, the Employer's decision is to give the Employee a suspension, the number of days already suspended will be counted in the total number of days suspended.
1. The Union may initiate a grievance of the Board's decision to discharge a non-probationary Employee at Level 4.
 2. Any Employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
 3. The Union agrees that the Board may unconditionally terminate a Probationary Employee.

ARTICLE 7

JOB POSTINGS AND BIDDING PROCEDURES

- A. Posting. During the regular school year, notice of each vacancy created by an Employee's leaving the Agency or new position in the bargaining unit shall first be posted on Union bulletin boards for five (5) days. During the summer schedule, each notice will be posted for ten (10) days. Such notice shall set forth minimum requirements for applying, the posting date, and the deadline date for applying.
- B. Bidding. During the above posting, any Employee may submit their bid to the Administrative Assistant in writing for the position. Failure to submit bid on or before the announced deadline date shall disqualify the Employee from further consideration.
- C. In filling any vacancy, consideration will be given to seniority, qualifications and previous work record of the Employee.
- D. Each applicant will be notified of the final disposition of his/her application. The applicant selected will be notified within twenty (20) days of the close of the posting.
- E. If the most senior applicant for a posted vacancy or a newly established posted position is not appointed, he/she shall be granted a special conference upon his/her written request. If the special conference does not resolve the matter to the satisfaction of the most senior applicant, it may be grieved by him/her.
- F. Involuntary Transfers. The Employer may involuntarily transfer an Employee when such transfer is, in the opinion of the Employer, in the best interest of the Agency. Such transfer will be with prior notice. If a vacancy created by an administrative transfer cannot be filled through the posting procedure, the Employer may involuntarily transfer into that position the least senior Employee who meets all specified program requirements. With respect to involuntary transfers, both parties understand and agree that 12-month Employees will not be transferred to 10-month positions and vice-versa (unless this is necessary due to a reduction in positions).

- G. Trial Periods. The transferred Employee shall be granted a twenty-five (25) working day trial period to determine his/her ability to perform the job. If an Employee is found unsatisfactory, he/she shall be returned to his/her former job. Written reasons will be given to him/her. During the trial period, the Employee may request to be returned to his/her former job, and such request shall be granted in Employee-initiated transfers.
- H. During the trial period, the Employee will receive the rate of the job he/she is performing.
- I. No Employee shall be entitled to a transfer more than once every six months.

ARTICLE 8

DISCIPLINE

- A. When discipline is imposed for matters of absence or tardiness, the following sequence will be followed:
(1) counseling, (2) oral reprimand, (3) written reprimand, (4) suspension, and (5) removal and discharge.
- B. The Employer shall attempt to reprimand an Employee in a way that will not cause embarrassment to the Employee.
- C. The Employer agrees that, upon imposing any discipline except counseling or an oral reprimand, the Union steward will be notified within five (5) days in writing. The Employee shall be given a copy of all disciplinary actions and copies shall be placed into his/her personnel file. A notation of oral reprimand by date and subject only and signed by the Employee may be placed into the Employee's personnel file.
- D. The Employee may request to be represented by his/her steward or Union officer when disciplinary action is imposed.
- E. In imposing any discipline or discharge on a current charge, the Employer may not take into account any similar infractions which are more than two (2) years old.
- F. The discharged or suspended Employee may discuss his discharge or suspension with his/her steward and the Employer will make available an area for this purpose before the Employee is required to leave the property of the Employer. Upon receipt of a reasonable and timely request, the Employer will discuss the discharge or suspension with the Employee and the steward.
- G. An Employee may view his/her personnel file upon reasonable prior request.

ARTICLE 9

GRIEVANCES

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

receiving the grievance to schedule a conference. Following this conference, the Superintendent shall respond within ten (10) days in writing to the Chapter Chairperson.

- G. Level V. If the Level IV answer is not satisfactory, the Union may, within thirty (30) calendar days of receipt of the Employer's Level IV answer, request arbitration by giving a written notice to the Employer.

The Union and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration Association in accordance with their Rules and Procedures.

1. The decision of the arbitrator shall be final and conclusive and binding upon Employees, the Board and the Union.
2. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish wage rates or to change wage rates.
 - c. He shall have no power to interpret state or federal law.
 - d. He shall not hear any grievance previously barred from the grievance procedure.
 - e. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
3. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent.
 6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
 7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- H. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original claim. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.
 - I. The Union shall have no right to initiate a grievance involving the right of an Employee without his/her written approval. Failure to file a grievance does not set a precedent nor does it constitute a waiver on the future right to file a grievance on the same provision.
 - J. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligations to make a monetary adjustment and the arbitrator shall have no power to order one.
 - K. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
 - L. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.
 - M. An Employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of this Agreement.
 - N. No complaint which may be within the jurisdiction of any administrative agency empowered to render an enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.

- O. Extension of Time Limits. Time limits may be extended by mutual written agreement.
- P. In the event that the named person and his/her alternate who is designated to receive a response at any level in the grievance procedure is not available to receive the response, it will be sent by certified mail to the named person. When notice is given by certified mail, it will be deemed to have been given on the post-marked date of mailing.

ARTICLE 10

SPECIAL CONFERENCES

- A. A Special Conference is a meeting of representatives of the Employer and the Union to discuss matters deemed important by either party. Each party will select its representatives for the Special Conference.
- B. Special Conferences will be arranged between the Chapter Chairperson and the Superintendent or his designee at mutually agreed upon times and places at the request of either party.
- C. The requesting party shall submit a request for a Special Conference to the other party in writing at least seventy-two (72) hours in advance, including an agenda of matters to be discussed and a list of names of the conferees of the requesting party.
- D. Matters taken up in Special Conferences shall be confined to those on the agenda.
- E. Special Conferences may begin during regular work hours. Members shall not lose time or pay for the time spent in Special Conferences, but no additional compensation will be paid to Employees for time spent in such conferences beyond regular work hours.
- F. The Union representatives may meet on the Employer's property for up to one-half hour immediately preceding the conference.
- G. A representative of Council No. 25, a representative of the International Union or a member of the Board may also attend a Special Conference.

ARTICLE 11

REDUCTION AND RECALL

- A. Reduction. If the Board orders a reduction in the number of Employees, the following procedures will be used:
1. A notice of the position titles and the number of positions to be eliminated will be posted on Union bulletin boards at least ten (10) working days in advance.
 2. Employees will be laid off in inverse seniority order (beginning with those Employees having no seniority) until the number of remaining Employees corresponds to the number of remaining positions.
- B. Recall. If the Board orders a restoration of any or all of the eliminated positions, enough Employees to fill the restored positions will be recalled according to the following procedures:
1. Employees with seniority as of the date of recall will be recalled in inverse order of lay-off.
 2. The Employer will send a recall notice by certified mail to each recalled Employee at his/her last known address postmarked at least ten (10) working days before his reporting date.
 3. If the Employee does not report for work as scheduled, he/she will be considered to have quit unless the Employee has made other prior arrangements to report for work within five (5) working days of the scheduled date that are acceptable to the Employer.
 4. It is the responsibility of the Employee to notify the Employer of any changes in his/her mailing address and telephone number.
- C. Temporary Lay-Off. A temporary lay-off is any lay-off of not less than five (5) working days, nor more than twenty-five (25) working days due to acts or events not under the total control of the Board. Employees affected by a temporary lay-off will be laid off in inverse seniority order in the classification affected by the temporary lay-off.

- D. Employees on temporary lay-off shall have no interruption of hospital and dental benefits but do not earn pay nor may they use leave time or vacation time during such temporary lay-off.
- E. Employees on reduction lay-off do not earn pay or fringe benefits. However, health, hospital, and dental insurances shall continue until the end of the month following the month in which the lay-off occurs.

ARTICLE 12

COMPENSATION AND FRINGE BENEFITS

- A. Wage Rate Scales. Appendix A, attached hereto, sets forth wage rates to be paid Employees as defined above, and the basis and methods of payment.
- B. Rates for New Jobs. When a new job classification is created, the Employer will notify the Union of the proposed classification and rate structure prior to their becoming effective. If the Union does not agree with the proposed classification and rate, they shall be subject to negotiations.
- C. Health and Dental Care. Full-time Employees shall be eligible for the following Board-paid insurance premiums rates upon acceptance of written applications by the insurance carriers which shall be effective when the insurance carriers' requirements are met:
1. Health Care. Single subscriber Blue Cross/Blue Shield (MVF II and Master Medical) with riders OPC, CC, DCR, FAE-RC, RPS, A80 Vision, and Blue Cross \$3.00 prescription co-pay.
 2. Dental Care. Single subscriber SET Ultradent or equivalent with orthodontic rider, missing tooth waiver and extension of benefits rider with a limit of one thousand dollars (\$1,000).

NOTE: Teacher Assistants employed as of the ratification of this contract are eligible for two-person or full family (as appropriate) insurance under 1. and 2. above, except as described below.

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

The Employee will be eligible for Board-paid dental care insurance only if he/she does not receive such dental care insurance coverage through another employer.

For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each fiscal year. After that time any Employee with double health or dental coverage shall reimburse the Board the cost of his/her health or dental coverage for the duration of such double coverage.

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

- D. Workers' Compensation. All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly.
- E. Term Life Insurance. The Board will pay the premium for each full time Employee for a \$10,000 term life insurance policy.
- F. Alternative Coverage. Any Employee not electing insurance or ineligible for health care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$75 per month. Any Employee not electing or ineligible for dental care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$10 per month. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan or, if such is not possible, (2) withdraw this provision.
- G. Half-Time Employees. Unless otherwise indicated, the following conditions shall apply to half-time and less than half-time positions: An Employee's seniority and increment shall accrue as with a full-time position. Sick leave days shall be pro-rated. No other benefits shall accrue or apply. An Employee may retain Medical, Dental or Life Insurance at his/her expense in accordance with procedures established by the Employer.

ARTICLE 13

INCOME PROTECTION

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

- A. **Establishment.** Each new Employee will contribute one (1) day of his/her sick leave bank to the sick leave pool each year until he/she has contributed six (6) days after which no further contribution will be required except as provided for below. For each day contributed by an Employee, the Board will contribute zero (0) days.
- B. **Use.** An Employee may draw days from the sick leave pool under the following conditions:
1. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
 2. He/she has been unable to work for twenty-five (25) consecutive working days.
 3. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury.

At any time during or prior to an Employee's use of sick leave pool days, the Superintendent may require a doctor's statement that the Employee may not return to work. Failure to provide such a statement will justify immediate withdrawal of permission to continue to draw days from the sick leave pool. If either party does not agree with the Employee's doctor, the Employee may be required to obtain a second statement from a doctor mutually acceptable to AFSCME and the Board. The requesting party will pay for the second statement. An Employee does not accrue sick time while on sick leave pool.

If a second opinion is required by the Employer and if such request results in sick pool days being withheld, the Employee may use accrued annual leave. Annual leave will be used only if requested and will be restored to the Employee's bank if the second opinion results in the Employee retaining eligibility for sick pool. If the second opinion has not proven eligibility, any annual leave used shall not be restored.

- C. Repayment. The Employee need not repay the pool for any days he/she has drawn from it. Application to draw from the pool must be renewed bi-weekly.
- D. Restoration. When the pool falls below twenty-five (25) days, each Employee will contribute one (1) additional day of sick leave or one day's salary in lieu of sick leave. The Board will contribute one (1) day for each day contributed by the Employee.

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

- E. Termination. Benefits will continue for a maximum period of one (1) year from the first day of sick pool utilization.

ARTICLE 14

LEAVES OF ABSENCE

A. Authorized - With Pay.

1. Sick Leave.

- a. Accrual. Every Employee earns one-half (1/2) day of sick leave time for each pay period (or major fraction thereof - 6 days).
- b. All Sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of eighty (80) days.
- c. Criteria for utilization of sick leave days shall be:
 - (1) Personal illness, injury or quarantine.
 - (2) Serious illness in the immediate family, i.e., husband, wife, child, father or mother.
- d. The Employee shall notify the administration of his/her impending absence stating the nature of absence (illness or bereavement) and where he/she can be contacted during the day. Each Employee shall give such notification prior to his scheduled on-the-job starting time.
- e. The Employee may be required by the Superintendent to give a written, signed statement indicating the reason for such absence when reporting to work on the first working day following his absence. The Employee may also be required by the Superintendent to give a written, signed statement from the Employee's physician indicating the reason for such absence when reporting to work in the first working day following his/her absence of three (3) or more working days. Failure to comply with such a request can result in the withholding of pay for such leave days.
- f. Accumulated sick leave time shall terminate upon severance of employment.

2. Personal Business.

- a. A 10-month Employee may be granted two (2) days per year for personal business. A 12-month Employee may be granted three (3) days per year for personal business. Use of personal business days must have prior administrative approval.

- b. This leave shall be used only for the purpose of conducting personal business which cannot normally be transacted on weekends, after school hours or during vacation periods.
- c. Personal business days not used by the end of the school year will be added to the sick leave pool.

3. Jury Duty.

An Employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the court, not including travel allowances or reimbursement of expenses for each day on which he/she reports for or performs such jury duty on which he/she would otherwise have been scheduled to work.

An Employee who is subpoenaed shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the Employee's employment or in cases where the Agency is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the Employee's employment or in which the Agency is not involved, or where the Employee is one of the defendants except in an Agency-connected case in which the Employee is acquitted.

4. Bereavement Leave.

- a. When death occurs in a non-probationary Employee's immediate family, i.e., spouse, parent, grandparent, parent of current spouse, child, brother, sister, the Employee, on request, will be excused for the first five (5) normally scheduled working days immediately following the date of death provided he/she attends the funeral.
- b. A non-probationary Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, or nephew.
- c. An Employee excused from work under this Section shall, after making written application, receive the amount of wages he/she would have earned by working during the straight-time hours on such scheduled days of work for which he/she is excused provided he/she attends the funeral. Payment shall be made at the Employee's rate of pay, not including premiums, as of his/her last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

B. Authorized - Without Pay.

1. General Provisions.

- a. No Employee on leave without pay shall accrue pay or benefits while on such leave except Employees on summer leave who shall be continued on health, dental and life insurances.
- b. No Employee on leave without pay shall receive pay for any holiday which occurs during his/her leave.
- c. The Board shall re-employ each Employee, provided he/she remains qualified, returning on schedule from an approved leave of absence.
- d. The Employee must notify the Board in writing of his/her intention to return from such leave at least twenty (20) working days prior to the end of such leave. Failure to comply with this notification shall constitute voluntary Employee resignation from Board employment.

2. Military Leave.

- a. Veterans. The reinstatement rights of veterans will be in accordance with applicable laws in effect on the date of this Agreement.
- b. Leave of Absence for Veterans. Veterans who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- c. Employees who are in the armed forces reserves or the National Guard will be paid the difference between their reserve pay and their regular pay when they are called to full-time active duty in the Reserve or National Guard, provided proof of service and pay are submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

3. Leaves of absence for periods not to exceed one (1) year subject to renewal at the will of the Board will be granted without loss of seniority for the purpose of serving in any elected or appointed position, public or Union.

4. Summer Leave. A summer leave is an unpaid leave of absence beginning on the last day of the school year and ending on the day prior to the day on which operations resume for 10-month Employees.

A 12-month Employee may apply for a summer leave upon completion of three (3) years of satisfactory employment by the Agency. Such application must be made in writing to the Administrative Assistant not later than February 1.

Not more than two (2) Employees may be granted a summer leave for the same summer. If more than two (2) Employees apply for summer leave for the same summer, selection will be based upon the following criteria: (1) Administrator's recommendation, (2) work record, (3) prior summer leave use, (4) seniority, and (5) current assignment (two (2) Employees from the same classroom will not be granted concurrent leaves). Any Employee who receives a summer leave shall be returned to the position he/she held prior to the scheduled leave.

- C. Childbirth and Infant Care. Each pregnant Employee shall notify Personnel of her pregnancy as soon as it is medically established. Such notification shall be in writing and shall state her estimated due date.
- a. Upon written request, an Employee will be granted a leave of absence without pay of up to one year for the purpose of childbirth and infant care. Such request must be made at least four (4) weeks prior to commencement of the leave. If an Employee fails to make a timely request for such a leave, he/she shall lose his/her eligibility for a Childbirth and Infant Care Leave. Said request must include a beginning date and an ending date.
 - b. If an Employee does not begin his/her Childbirth and Infant Care Leave as scheduled, the Board may cancel the leave.
 - c. If an Employee does not return from a Childbirth and Infant Care Leave as scheduled, he/she may be required to remain off work for the remainder of the school year.

- d. An Employee who is granted a Childbirth and Infant Care Leave may retain health care, dental care and life insurance benefits for the first three (3) months of his/her leave at Board expense and thereafter at his/her expense.
- 5. Short-Term Leaves. When approved by the Principal, short-term leaves without pay may be granted for a maximum of five (5) contract days per year:
 - a. Personal leave which could not be arranged at any other time or for which the Agency feels no responsibility.
 - b. Employees granted short-term leave shall retain their medical insurance coverage at Board expense.

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

ARTICLE 15

HOLIDAYS AND ANNUAL LEAVE TIME

A. Holidays. Employees will be paid at regular straight-time rates for the following holidays: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and either the day before Christmas or the day after, New Year's Day and either the day before New Year's Day or the day after, Good Friday, and Memorial Day. To be eligible for pay for any given holiday, the Employee must work the scheduled working day before and the next scheduled working day after the holiday.

B. Holiday Falling on Saturday or Sunday. Should a holiday fall on a Saturday or Sunday, either the Friday before or the Monday after will be considered as the holiday. Actual days off for holidays will be determined by action of the Board.

C. Annual Leave.

An active Employee will accrue annual leave time with pay in accordance with the following schedule:

Up to 2 years seniority:	1/2 day per month
2-5 years seniority:	1 day per month
5 years or more seniority:	1-1/2 days per month

Employees hired after September 15, 1991 will earn annual leave as follows:

Twelve (12) month Employees will accrue annual leave time with pay in accordance with the following schedule:

Up to 2 years seniority:	1/2 day per month
2 years or more seniority:	1 day per month

A non-probationary Employee may use earned annual leave time with prior administrative approval. An Employee who quits, retires or is laid off for more than twenty-five (25) days will receive pay for any annual leave time remaining as of the effective date of the quit, retirement or lay-off. No Employee may accrue more than twenty (20) days of unused annual leave time. Accrued annual leave time may be used during shut downs with ten (10) days prior written notice. The annual leave time changed to twelve (12) month Employees during the summer schedule will be prorated to the nearest quarter (1/4) day.

D. Rate during Annual Leave. Employees will be paid their current rate based on their regular scheduled day while on annual leave and will receive credit for any benefits provided for in this Agreement.

ARTICLE 16

WORKING HOURS AND OVERTIME

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

- L. Suspension of Operations Before 6:30 A.M. Should inclement weather exist, every reasonable effort will be made to determine by 6:30 A.M. whether or not Livingston Educational Service Agency operations should be suspended for the day. If such a decision is made before 6:30 A.M., it will be announced over WJR (760KHZ, AM) between 6:30 and 8:00 A.M. The status of operations will be identified as LIVINGSTON INTERMEDIATE. All Employees are expected to listen for such an announcement. If it is announced that LIVINGSTON INTERMEDIATE is closed, no Employee is expected to report for work that day.
- M. If no such announcement is made, all Employees are expected to report for work as scheduled.
- N. If an Employee is unable or unwilling to appear for work as defined in Paragraph M above, he/she will be charged for the time lost over the interval beginning at the time he/she would have been scheduled to begin work and ending at one of the following three times, whichever occurs first: (1) the time he/she would have finished his/her scheduled work, (2) the time the Agency closes on that day, or (3) the time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Employer to close or advises the public in the Employee's home area to drive only in an emergency. (This provision does not apply to the Employee who is reasonably delayed in getting to work because of inclement weather.)
- O. Suspension of Operations After 6:30 A.M. In the event that inclement weather should cause a decision to close the Agency after 6:30 A.M., the Employer will try to notify all Employees of the decision immediately.
- P. Loss of Pupil Instruction Days. In the event Michigan law prohibits the Agency from counting certain days as needed days of pupil instruction because those days were missed due to conditions beyond the control of school authorities (i.e., days when school is missed due to inclement weather), then Employees shall not be paid for those days and the Agency shall reschedule those days. Employees shall be paid for working on the rescheduled days.
- Q. Ten-month Employees who have submitted a written request to work as a substitute over the summer will be given the priority to work if they are available to work for the entire period the position is to be without the regular Employee. They will not accrue benefits and will be paid at the substitute rate. The Employer's selection and assignment from those requesting work is final.

ARTICLE 17

MISCELLANEOUS PROVISIONS

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

ARTICLE 18

NON-DISCRIMINATION


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

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991 and shall continue in full force and effect until 11:59 P.M., June 30, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

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

By: 
Dennis E. Nauss
Staff Representative

By: 
Nancy Weiss
Chairperson

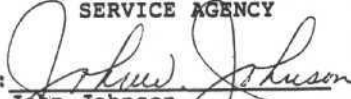
By: 
Katrinka Crabtree

By: 
Andrea Lowinski

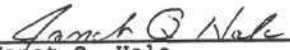
By: 
Theresa Mancini

By: 
Donna Simison

BOARD OF EDUCATION
LIVINGSTON EDUCATIONAL
SERVICE AGENCY

By: 
John Johnson
President

By: 
Charles L. Johnson
Superintendent

By: 
Janet Q. Hale
Administrative Assistant

APPENDIX A

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

<u>YEAR</u>	<u>GRADE</u>	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1991-92	A3	\$8.22	\$8.62	\$9.05	\$9.52	\$10.00	\$10.50	\$11.05
	A2	8.02	8.44	8.86	9.32	9.79	10.28	10.80
1992-93	A3	\$8.71	\$9.14	\$9.59	\$10.09	\$10.60	\$11.13	\$11.71
	A2	8.50	8.95	9.39	9.88	10.38	10.90	11.45
1993-94	A3	\$9.15	\$9.60	\$10.07	\$10.59	\$11.13	\$11.69	\$12.30
	A2	8.93	9.40	9.86	10.37	10.90	11.45	12.02

KEY: A3 Teacher Assistants with 2 or more years of college.

 A2 Teacher Assistants with less than 2 years of college.

2. Increments. To go into effect on the anniversary of Employee's seniority date.
3. Longevity. Teacher Assistants with fifteen (15) through twenty (20) years of service with the Agency on September 30 of any school year will receive an additional \$100. Teacher Assistants with twenty (20) years or more of service within the Agency on September 30 of any given school year will receive an additional \$150.

APPENDIX B
AUTHORIZATION FORM

TO; _____
Employer

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

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

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

By: _____
Print Last Name First Name Middle Name

Address Zip Code Telephone

Department Classification

Signature Date

