

LEA Tentative Agreement August 19, 2021

Article I, Recognition, A.

- School Support Assistants
- Student Support Assistants
- Specialized Assistants (*through attrition, this classification will become obsolete)
- Technical Assistants
- ~~Interpreters~~ **Miscellaneous**

Article II: Lea Security

B. 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. Article II(B) - New Member Packet - The Packet will include a notice that PERA does not require the bargaining unit member to join the union. **All done online now**

Article III: LEA Considerations

C. Association Release Time

1. The LEA shall be entitled to a total of **300 LEA paid hours at \$9.65 per hour, and 100 hours District paid** hours to be utilized by the LEA as needed (subject to cancellation due to emergency), provided 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 Administrator for Human Resources 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 Administrator for Human Resources and/or designee.
2. **If all of the above provisions are satisfied, such leave time shall be billed to LEA, \$9.65 per hour, flat rate for the first 300 hours. The added 100 hours will be paid by the district.**
The District will pay for all actual wages at the current rate to cover the District's share of FICA, retirement contributions, and proportionate shares of costs associated with workers' compensation and unemployment expenses.

Article IV, Association and Assistant Responsibilities, D.

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 **one (1) hour** 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.

Article IV, Association and Assistant Responsibilities, G.

G. School District Student Discipline Code. The Assistant shall be knowledgeable of the discipline code, employee handbook, and district policies and shall act in accordance with each. The Administration will post online the handbook, code, and policy if Assistants would like to access them. **There shall be a hard copy in each building to reference.**

Article VI, Professional Development.

Professional Development Pay. Assistants who attend professional development and/or in-service during their regularly scheduled working hours will be paid at their regular rate of pay. The parties agree that during the term of this agreement, each LEA school support position **shall** receive three (3) hours of professional development; and all other

LEA **employees shall receive** six (6) hours of professional development. LEA employees must report absences for in-service days that are not attended.

Assistants who are authorized by their building administrator to attend additional professional development and/or in-service during district designated professional development days **shall** be compensated.

Article VI, Working Conditions, Overload Pay, H.

H. Overload Pay. 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 or an Assistant absorbs the duties and/or substitutes for an individual from another bargaining unit or work classification in addition to his/her normal duties, the Assistant(s) assuming the additional work responsibilities, for forty-five (45) minutes or more, will receive overload pay of ~~\$3.50~~ **\$5.00** an hour, subject to a maximum hourly overload cost of the current substitute rate, equally divided among affected Assistants.

Article VI, Working Conditions, Computer Access, O.

O. Computer Access. **Chrome book will be located in the classroom where assistant is assigned.**

Article VI, Working Conditions, Test/Certificate/Training Funding, K.

K. Test/Certificate: **The District shall pay the full cost for assistant testing once each school year. If any additional testing is required for the continued employment, the District will pay the cost up to \$100.**

Article VI, Assistants as Substitute Teachers, N.

Remove this language as employees utilize the overload form. **Need to update the CBA to match the actual process.**

Article VII, Seniority, Classifications, C.

C. Classifications. 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):

- School Support Assistants
- Student Support Assistants
- Specialized Assistants (through attrition, this classification will become obsolete)
- Technical Assistants
- ~~Interpreters~~ **Miscellaneous**

Article IX, Posted Vacancy Positions, 8.

- ~~8. Interested Assistants must apply in writing to the Human Resources Office by the end of the posting period.~~
- **8. Interested Assistant must apply through the online application process.**

Article X, Evaluation, D - it shall be considered just cause for dismissal if an Assistant receives two (2) consecutive unsatisfactory final evaluations. The first unsatisfactory evaluation will include a mandatory improvement plan.

Article XV, Employee-Earned Benefits

Insurance. The parties agree that the District will pay the full amount of the Hard Cap as allotted by law toward the cost of health care premiums only if the District realizes enough savings to offset by the change in Health Insurance plans for the LEA. The increased cost for the Hard Cap payment will be based on the 2021-2022 data expected to be available in January of 2022. The increases to the Hard Cap will be based on the dollar-for-dollar savings realized by the District as a result of the change in Health Insurance plans. **If the LEA decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LEA unit, it shall not result in an increase or decrease in the District's premium costs. Before changes are to occur, employees will be given at least 60**

calendar days advance notice of the change, as currently required by federal law.

PAK B - Cash Option. The District shall provide a cash option in lieu of medical benefits for those eligible. The cash amount is \$200 ~~\$350.00~~ per month.

Article XV, Employee-Earned Benefits, Self-Paid Dental Insurance Option, A.

A. Self-Paid Dental Insurance Option Shall be available to all assistants at the employees cost through the **LSD current plan** or a comparable plan mutually agreed upon by the parties within the District’s section 125 cafeteria plan. The District shall pay 50% of the **LSD current plan**, single subscriber rate for non- benefit eligible employees or a comparable Plan mutually agreed to by the parties

Article XVIII, Longevity, A.

1. After 5 years through 9 years	(\$260.00)	\$450.00
2. Beginning 10 years through 14 years	(\$343.00)	\$550.00
3. Beginning 15 years through 19 years	(\$426.00)	\$650.00
4. Beginning 20 years until retirement	(\$510.00)	\$800.00

Article XXIV, Duration of Agreement

This terms and conditions of this collective bargaining agreement shall be effective immediately by the Lansing School District Board of Education and remain in full force and effect until **August 15, 2024**.
Lansing School District Board of Education

Appendix A: Assistant Classifications

- School Support Assistants
- Student Support Assistants
- Specialized Assistants (* through attrition, this classification will become obsolete)
- Technical Assistant
- ~~Interpreters~~ **Miscellaneous**

Appendix B, Attendance Incentive, 5.

Attendance Incentive. All LEA members who are absent the equivalent often ~~(5)~~ (10) days or fewer (FTE Based) within a given school year shall receive \$200 off-schedule stipend. The following days will not be counted against the ~~ten (5)~~ (10) days or fewer of absences: (* definition of a day)

- District approved FMLA leave time;
- District approved conferences/workshops/professional responsibilities;
- Time away from work due to compliance with subpoenas related to LEA members work responsibilities or jury duty;
- District approved administrative leave that does not result in disciplinary action.
- ~~Unpaid leave of absence~~

Appendix B, Camp Pay, 6.

~~A.~~ 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 daily stipend equal to the minimum wage** times the number of hours worked, ~~whichever is less, submitted and approved on a timesheet. *(Currently daily rate of \$222 will increase as minimum wage increases over time.~~

~~B. The negotiated stipend rate is calculated to meet or exceed minimum wage and overtime standards.~~

C. Whenever possible on overnight trips, the District will attempt to ensure that each Assistant is relieved from responsibilities to care for students for four to six x (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.

Salary Schedule

Approval of Step 7 Added to Salary Schedule.

2021/2022: 2% salary increase, no steps + \$2000 stipend a year payable in two payments, the first pay \$1000.00 in December and first pay in June of \$1000.00. Employee must be actively at work on December 1st and June 1st in order to be eligible for the stipend. The stipend will be prorated for those hired after the start of the contract year.

2022/2023: \$2000 stipend, a year, payable at the first pay in December (\$1000.00) and first pay in June (\$1000.00). Employee must be actively at work on December 1st and June 1st in order to be eligible for the stipend. The stipend will be prorated for those hired after the start of the contract year.

2023/2024: Step increase for all active members, employees.