

Master Agreement

between the

Lapeer County Intermediate School District

Board of Education

And the

Lapeer Intermediate School District

Teaching Assistants P (LITAP) –

An affiliate of the MEA/NEA

2021-24

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ARTICLE 1 - Recognition

The Board of Education of the Lapeer County Intermediate School District ("Board") hereby recognizes the Lapeer Intermediate School District Teaching Assistants P ("LITAP"), an affiliate of the Michigan Education Association ("MEA") and the National Education Association ("NEA"), as the sole and exclusive collective bargaining representative for the purpose of negotiating an agreement with respect to wages, hours, and conditions of employment for all full-time and part-time Career and Technical Education (CTE) paraprofessionals. The term "Member" refers to all employees represented by LITAP.

Whenever it can be reasonably determined that a bargaining unit position will be available for one hundred fifty (150) or more consecutively scheduled workdays, an employee will be hired and become a Member of the bargaining unit with full rights, benefits, and obligations of this Agreement unless otherwise agreed to in writing by both parties.

ARTICLE 2 - Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement and applicable State and Federal Constitutions, statutes, rules and regulations.

ARTICLE 3 - Association Rights

Duly-authorized representatives of LITAP shall be permitted to transact official LITAP business on District property, other than during normal hours of instruction, with prior approval from Administration, provided that this shall not interfere with or disrupt normal school operations. The Principal, or the Principals' designee, shall be informed of a representative's presence when possible.

Whenever LITAP representatives are scheduled by mutual agreement during work hours to participate in meetings, grievance hearings, or negotiations they shall suffer no loss of pay.

ARTICLE 4 - Member Rights and Protection

During normal school activities, Members are not to advocate their religious or political philosophies, especially for the purpose of influencing students to support any cause, whether political or religious.

ARTICLE 5 - Safety

The District agrees to comply with all relevant laws pertaining to the maintenance of a safe workplace environment.

The District shall furnish, without charge, appropriate safety equipment for Members.

ARTICLE 6 - Evaluations

Member evaluations will be conducted in accordance with District policy.

ARTICLE 7 - Personnel Files

The District agrees to comply with all relevant laws pertaining to the maintenance of personnel files.

ARTICLE 8 - Seniority

All new employees covered by this Agreement shall be considered to be new probationary employees during their first year of employment. During the probationary period, the District, in its sole discretion, shall have the right to dismiss or terminate any new probationary employee. An employee so terminated shall not have recourse to the Grievance Procedure set forth in this Agreement. Upon successful completion of the probationary period, the new employee's seniority shall be calculated from the first day of work.

A 3-day no-call/no-show will be considered and treated as a voluntary quit.

ARTICLE 9 - Staffing and Personnel Decisions

The District reserves the right to make all staffing and personnel decisions.

ARTICLE 10 - Calendar (Workdays and Workhours)

Workdays and workhours will be determined at the sole discretion of Administration.

ARTICLE 11 - Payroll Deductions

The District offers a 403(b) retirement plan ("Plan"). Participation in the Plan is universally available on a voluntary basis. The vendor list shall include companies mutually agreed upon by all the employee groups, both unionized and non-unionized, and the Board. Said companies must agree to comply with IRS Code mandates and the Plan as adopted by the Board prior to being considered for addition to the vendor list. A minimum of five (5) employees must request the same company before it will be considered for addition to the vendor list. Vendors in current use by Members will not be eliminated from the Plan unless the vendor refuses to comply with IRS code mandates or the Plan as adopted by the Board. The total number of companies on the vendor list shall not exceed ten (10) at one time. Upon appropriate written authorization from a Member, contributions to the Plan will be made via payroll deductions. Members may contribute to no more than two (2) companies during any given pay period.

ARTICLE 12 - Discipline

Member discipline will be handled in accordance with District policy. A just-cause standard will be applied when imposing discipline on Members who have been employed by the District at least one-hundred twenty (120) consecutive months and an arbitrary & capricious standard will be applied to all other Members when imposing discipline on Members who have been employed by the District less than one-hundred twenty (120) months. Any such discipline by the Board or its representatives shall be done in privacy. The Member shall be informed of the basis for disciplinary action.

The parties recognize the merits of progressive discipline. The Board agrees to follow a progressive discipline scale, which includes the following steps: Verbal warning (which will be reduced to writing and labeled as such), written warning, written reprimand, suspension with or without pay, and discharge. Administration reserves the right to impose the level of discipline appropriate to the seriousness of the offense committed. In addition, oral advisories, which are non-disciplinary in nature, and therefore not subject to the Grievance Procedure, may be issued at Administration's discretion. All formal discipline shall be signed by the Member and placed in the Member's personnel file.

ARTICLE 13 - Grievance Procedure

I. Definition of Grievance

Any claim by a Member, group of Members, or LITAP ("Grievant(s)") that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement, a violation of the right to fair treatment under the terms of this Agreement, established District policy governing employees, or a complaint concerning disciplinary action, shall be a grievance and shall be resolved through the procedure set forth in this Article.

II. Purpose

- A. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any Member, or group of Members, with a grievance to discuss the matter informally with the appropriate Administrator.
- B. The Grievant(s) and the appropriate Administrator shall attempt to resolve the conflict through direct discussion between the parties involved. Said discussion shall take place within ten (10) workdays of the event giving rise to the conflict absent exigent circumstances. An Association representative may participate in any such discussion if specifically requested in writing by the Grievant(s). The verbal discussion may be documented by either party in a written memo and signed by the author of the memo.

III. General

- A. All time limits herein shall consist of workdays. The time limits provided in this Article shall be strictly observed and may be extended only upon written mutual consent of the parties.
- B. Forms for filing and processing a grievance shall be designed by the Superintendent, or the Superintendent's designee, and the Association. They will make provisions for the description of the alleged contract violation (time, place, circumstance, etc.), suggested solution, and other such information that both parties deem necessary.
- C. Any grievance upon which a disposition is not made by the District within the time limits prescribed, or any extension which may have been mutually agreed to, shall be referred to the next step in the Grievance Procedure. Any grievance not carried to the next step within the prescribed time limits, as set forth in this Article or such extension which may have been agreed to, in writing, shall be considered automatically withdrawn.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- E. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.
- F. Information necessary to the determination and processing of any grievance shall be furnished upon request.
- G. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the Members.

IV. Procedure

- A. Level I (Administrator). If the Grievant(s) and the appropriate Administrator are unable to resolve the conflict through direct discussion between the parties involved as provided for in Section II, a grievance shall be submitted in writing to the appropriate Administrator within ten (10) workdays from its occurrence or said grievance shall be considered null and void. Within ten (10) workdays of receipt of the grievance, the Administrator or the Administrator's representative shall meet with the Grievant(s) in an effort to resolve the grievance. An Association representative may participate in any such meeting if specifically requested in writing by the Grievant(s). Within ten (10) workdays of said meeting, the Administrator or the Administrator's representative shall provide a written copy of their disposition.
- B. Level II (Superintendent). If the Grievant(s) is not satisfied with the disposition of the grievance upon completion of Level I, or if no disposition has been provided within the timelines set forth under Level I, the Grievant(s) may file an appeal with the Superintendent or the Superintendent's designee. Said appeal shall be filed either within ten (10) workdays of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level I. Within ten (10) workdays of the receipt of the appeal, the Superintendent, or the Superintendent's designee, shall meet with the Grievant(s) in an effort to resolve the grievance. An Association representative may participate in any such meeting if specifically requested in writing by the Grievant(s). Within ten (10) workdays of said meeting, the Superintendent, or the Superintendent's designee, shall provide a written copy of their disposition of the grievance to the Grievant(s).
- C. Level III (Arbitration). If the Grievant(s) is not satisfied with the disposition of the grievance upon completion of Level II, or if no disposition has been provided within the timelines set forth under Level II, the Grievant(s) may initiate arbitration.
- D. LITAP agrees not to submit for arbitration a grievance filed on behalf of a new probationary employee.
- E. The American Arbitration Association guidelines shall govern the arbitration proceedings, including the selection of the arbitrator. Both parties agree that the decision of the arbitrator shall be final and binding, subject to the right of the Board or LITAP to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect. The fees and expenses of the arbitrator shall be shared equally by the parties.

V. Powers of the Arbitrator

- A. The arbitrator shall be limited to deciding whether there has been a violation of the terms of the Articles and sections of this Agreement and any binding past practices which exist between the parties. The arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- B. The arbitrator shall have no power to:
 - 1. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement;
 - 2. Establish salary scales;

3. Interpret State or Federal law unless specifically referred to in this Agreement;
 4. Order any monetary adjustments when no financial loss has been incurred;
 5. Make any arbitration awards or grievance settlements retroactive beyond the date of occurrence or non-occurrence of the event upon which the grievance is based;
 6. Rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including, but not limited to, any matter subject to the procedures specified by the Civil Rights Commission, the Workers' Compensation Agency, or the Employment Relations Commission; or
 7. Rule on any matter involving a prohibited or illegal subject of bargaining under State or Federal law.
- C. The arbitrator shall be limited to deciding whether there has been a violation of the terms of the Articles of this Agreement and any binding past practices which exist between the parties. The arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

VI. Expedited Arbitration

Both parties to this Agreement may mutually agree to process a grievance at Level Four to expedite arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association; the conduct of said hearing shall be controlled by its rules.

VII. Miscellaneous

Whenever Association representatives are scheduled by mutual agreement during workhours to participate in meetings, grievance hearings, or negotiations; they shall suffer no loss of pay.

ARTICLE 14 - Benefits and Leaves

I. Paid Time Off (PTO) Days

Members will receive nine (9) Paid Time Off (PTO) Days, which may be used on days when a Member is normally scheduled to work for illness/injury, personal business, holiday, vacation, bereavement, or jury duty purposes.

- A. PTO Days will be credited on July 1st.
- B. Members may accumulate up to 20 PTO Days.
- C. All requests for PTO Days must be made via the Employee Access Center (EAC). When a Member submits a leave request, he/she is certifying that the leave request is for a valid reason. Misuse of PTO Days may result in discipline.
- D. Administration, in its sole discretion, reserves the right to grant or deny requests for PTO Days.
- E. All PTO Days must be taken in half-day or full-day increments.

II. Workers' Compensation

A Member who is on a medical leave as the result of a work-related injury or illness will be compensated in accordance with the Worker's Disability Compensation Act. For portions of a work-related medical leave not covered by the Act, a Member will be expected to use his/her PTO Days for compensation purposes

III. Unpaid Leave

Administration, in its sole discretion, reserves the right to grant or deny requests for unpaid leave.

ARTICLE 15 - Compensation

I. Wages

A. New Hires

A newly hired Member will be paid \$13.62 per hour to start and \$17.17 per hour after he/she has worked 90 calendar days and has received a satisfactory rating on his/her new hire evaluation.

B. Current Members

1. Year 1 of Agreement: Current Members who have been employed by the District for at least six (6) months as of October 20, 2021 will receive a 2% increase in their wages effective October 21, 2021.
2. Year 2 of Agreement: Current Members who have been employed by the District for at least six (6) months as of June 30, 2022 will receive a 2% increase in their wages effective July 1, 2022.
3. Year 3 of Agreement: Current Members who have been employed by the District for at least six (6) months as of June 30, 2023 will receive a 2% increase in their wages effective July 1, 2023.

II. Class Cancellations

In the event classes are cancelled for Lapeer County Career and Technical Education students, Members will not be expected to report to work (if classes are cancelled prior to the workday) or will be allowed to leave within fifteen (15) minutes following the students' dismissal (if classes are cancelled during the workday) and will not be compensated for time not worked on those days unless they use a PTO Day; however, Members will be required to report on make-up days for classes that were cancelled and will be compensated for time worked on those days.

III. Additional Compensation

- A. Any additional compensation for activities outside the CTE calendar must be requested, encouraged, or required by Administration or requested in writing by the Member at least (one) 1 week in advance and approved by Administration. Unless specifically addressed below, Members will be paid at their regular hourly rates for all hours worked outside the CTE calendar, which must be recorded on their timesheets.

- B. Members are expected to share rides and accommodations with other Members/employees when traveling on District business. Travel expenses will not be reimbursed unless approved in advance by Administration. See Administrative Guideline 4440A (Job-Related Expenses) for reimbursement amounts.

1. *Conferences and Training Sessions*

Members will be paid a stipend of \$130.00 in lieu of pay for a standard workday when in attendance at a conference or training session, whether the conference or training session extends overnight or not. If a conference or training session occurs on the evening of a standard workday, Members will be paid a stipend of \$65.00 as well as pay for a standard workday.

2. *Field Trips*

Members will be paid at their regular hourly rates for every hour worked while accompanying and supervising students on a district-approved field trip. Said additional hours must be recorded on their timesheets.

3. *Student Organization Competitions/Conferences (or other activities involving students)*

- a. Standard Workdays: Members that attend a student organization competition/conference or other activity involving students after the standard workday will be paid a \$65.00 stipend as well as pay for a standard workday, whether the event extends overnight or not. This includes local, regional, state, and national student organization competitions/conferences.
- b. Outside the CTE Calendar: Members that attend a student organization competition/conference day or other activity involving students outside the CTE calendar (i.e., Saturday/Sunday or during a school break) will be paid a stipend of \$130.00, whether the event extends overnight or not. This includes local, regional, state, and national student organization competitions/conferences.

4. *Open House and Advisory Committee Meetings*

Members that attend an Open House or Advisory Committee Meeting will be paid at their regular hourly rates for every hour in attendance up to 3 hours for an Open House and up to 4 hours for an Advisory Committee Meeting. Said additional hours must be recorded on their timesheets along with a notation that the additional hours were for an Open House or an Advisory Committee Meeting.

5. *Staff Meetings Outside the CTE Calendar*

Members that attend a staff meeting will be paid at their regular hourly rates for every hour in attendance. Said additional hours must be recorded on their timesheets, rounded to the nearest .5 hour along with a notation that the additional hours were for a Staff Meeting.

6. *Fund-Raisers*

Members are not required to attend fund-raisers; therefore, time spent at fund-raisers is considered to be volunteer work and will not result in additional compensation.

7. *Completer Surveys*

Members that assist with the Completer Surveys will be paid a \$65 stipend for the completion of up to 12 surveys and a \$130 stipend for the completion of between 13 and up to 25 surveys. Said assistance will be provided on days and hours outside the CTE calendar and stipends will be paid upon completion of the requisite number of surveys.

ARTICLE 16 - Miscellaneous

- I. The District will allow Debra Shutter-Thompson, Teri West, and Charles Drake to retain their current wages and/or benefits.
- II. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.
- III. If any provision of this Agreement, or any application of this Agreement to any Member, shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

ARTICLE 17 - Duration

- I. This Agreement shall take effect upon ratification by the Board and shall expire at 11:59 p.m. on June 30, 2024.
- II. A fully-executed copy of this Agreement entitled "Master Agreement between the Lapeer County Intermediate School District Board of Education and the Lapeer Intermediate School District Teaching Assistants P ("LITAP") - an affiliate of the MEA/NEA" shall be provided to the LITAP President and MEA UniServ Director.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly-authorized representatives on the 20th day of October, 2021.

Board

BY: 

Larry Czapiewski
Board President

BY: 

Paul Bowman
Board Vice President

BY: 

Steven A. Zott
Superintendent

BY: Ann M. Schwieman

Ann M. Schwieman
Chief Negotiator

LITAP

BY: 

Marty Zmiejko (Nov 10, 2021 11:16 EST)
Marty Zmiejko
MEA UniServ Director & Chief Negotiator

BY: Ryan Hartsuck

Ryan Hartsuck
LITAP Acting President

Signature: Ryan Hartsuck
Ryan Hartsuck (Nov 10, 2021 11:20 EST)
Email: rhartsuck@lapeerisd.org

Signature: Ann M. Schwieman
Ann M. Schwieman (Nov 10, 2021 11:29 EST)
Email: aschwieman@lapeerisd.org

00. 2021-24 LITAP contract (BOE Mtg 10.20.21)

Final Audit Report

2021-11-10

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"00. 2021-24 LITAP contract (BOE Mtg 10.20.21)" History

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