

3129

6/30/98

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

of the

LAKEVIEW SCHOOL DISTRICT

and the

LAKEVIEW SECRETARIAL ASSOCIATION/MEA-NEA

1995-1998

Lakeview School District

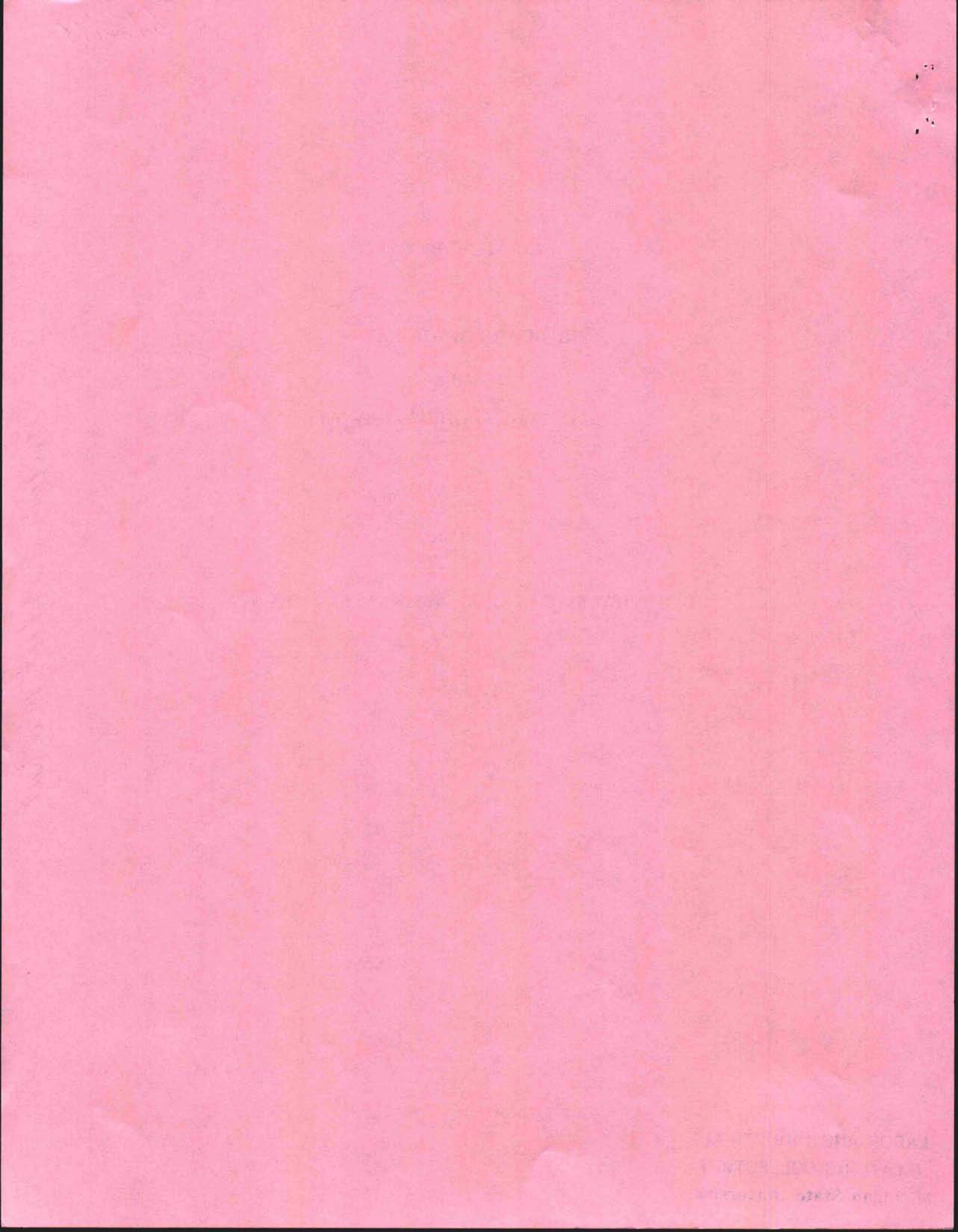


TABLE OF CONTENTS

	<u>Page</u>
COLLECTIVE BARGAINING AGREEMENT	1
ARTICLE I PURPOSE AND RECOGNITION	1
ARTICLE II SCHOOL BOARD RIGHTS	1
ARTICLE III PROFESSIONAL NEGOTIATIONS	2
ARTICLE IV ASSOCIATION RIGHTS	2
ARTICLE V EMPLOYEE RIGHTS	4
ARTICLE VI WORK SCHEDULE AND DUTIES, COMPENSATION AND BENEFITS	7
ARTICLE VII SENIORITY	7
ARTICLE VIII REDUCTION OF STAFF	8
ARTICLE IX VACANCIES, TRANSFERS, PROMOTIONS	9
ARTICLE X AUTHORIZED ABSENCE	11
ARTICLE XI GRIEVANCE PROCEDURE	15
ARTICLE XII GENERAL PROVISIONS	17
SCHEDULE A DUTIES, JOB DESCRIPTIONS, WORK SCHEDULE	19
SCHEDULE B COMPENSATION	21
SCHEDULE C FRINGE BENEFITS	24
LETTER OF UNDERSTANDING - Prairieview PDS	26

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made of the date hereinafter set forth by and between the LAKEVIEW SCHOOL DISTRICT, Calhoun County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the LAKEVIEW SECRETARIAL ASSOCIATION, a local affiliate of the MICHIGAN EDUCATION ASSOCIATION (hereinafter called the Association):

WITNESSETH:

ARTICLE I

PURPOSE AND RECOGNITION

Section 1. Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association and the employees.

Section 2. Recognition. The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 3. Employee Defined. The word "employee" as used in this Agreement refers to all regular secretaries and library secretaries of the Lakeview School District, excluding substitutes, students employed by the Employer, the secretary to the Superintendent, and the secretary to the Personnel Director.

Section 4. The Employer agrees not to negotiate with any other organization professing to represent the secretaries and library secretaries for the duration of this Agreement.

ARTICLE II

SCHOOL BOARD RIGHTS

Section 1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and/or the United States, including but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, right to contract or subcontract any secretarial services, methods of instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal, lay-off and assignments of all personnel.

Section 2. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of the Agreement.

ARTICLE III

PROFESSIONAL NEGOTIATIONS

Beginning not later than May 1 of the calendar year in which this Agreement expires, the Association and the Employer agree to negotiate over a successor Agreement in accordance with the laws of the State of Michigan.

ARTICLE IV

ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

Section 1. Special Conferences. Special conferences for important matters will be arranged between the president and the designated representative of the Employer upon the mutual agreement of both parties. Such meetings shall be between at least two representatives of the Association and two representatives of the Employer.

Section 2. Bulletin Boards & School Mail. The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of school mail to distribute Association materials. The Association shall assume responsibility for all such material posted, and in no event shall anything derogatory to the Employer be placed or allowed to remain on such bulletin boards. A copy of such materials will be furnished to the Employer upon request.

Section 3. Use of Facilities. The Association shall have the right to use school facilities with prior approval for meetings and equipment, including typewriters, copiers, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all said equipment.

Section 4. State Association Representatives. Duly authorized representatives of the state Association shall be permitted, with prior administrative approval, to transact official Association business on school property.

Section 5. Association Representatives. Employees shall be represented by representatives who shall be regular employees of the bargaining unit. With prior Administration approval, the representative, during working hours without loss of time or pay, may investigate and present grievances to the Employer. This provision shall not be abused by the representative and, if possible, attempts should be made to hold investigations outside business hours.

An alternative representative shall be appointed in the absence of the regular representative. The Association shall furnish the Employer, in writing, the names of the Association representatives upon their election or appointment by the Association.

Section 6. Agency Shop.

- A. Any bargaining unit member who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days worked from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Association an amount determined by the Association provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section 7. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.
- B. The procedure in all cases of discharge for violation of this Section shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to comply, the Association may file charges, in writing, with the Board and shall request termination of the bargaining unit member's employment.
 3. The Board, upon receipt of said charges and request for termination, shall immediately notify said bargaining unit member that her services shall be discontinued at the end of ten (10) days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn.
- C. Save Harmless - The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A and B of this Article of the Collective Agreement. The Association further agrees to indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency cost that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section, all at the Association's sole expense.

Section 7. Dues Checkoff.

- A. The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer by September 1, of each year, a list of active members of the Association.
- B. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month - September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made within the month following the month of deduction. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.

Section 8. Association Days

At the beginning of each school year, the Association shall be credited with four (4) days to be used by association members who are officers or agents of the Association to attend meetings or workshops of the Michigan Education Association, the National Education Association, or to attend to business concerning the Lakeview Secretarial Association. The Association president must give the Superintendent three (3) days notice prior to any day(s) needed. The Superintendent may give permission to use Association days with less notice at his/her discretion.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Non-Discrimination. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act

or other Laws of Michigan, or the Constitutions of Michigan and the United States of America, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective negotiations with the Board; or her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she may have under the Michigan General School Laws, or the applicable laws and regulations.

Section 2. Discipline.

- A. No employee shall be disciplined; which shall include, written reprimands, suspensions, demotions and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.
- B. Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 3. Files and Records.

- A. An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee, originating after initial employment and to have a representative of the Association accompany her in such review.
- B. Procedures for granting employees access to personnel records shall include the following:
 - 1. Requests to review records shall be made to the Office of the Superintendent (in writing) at least two (2) days prior to the requested date of review.
 - 2. Records may be reviewed only during regular hours of the Superintendent's office and only during periods when the employee is not "on duty" in his/her assignment (lunch hour, after school hours, etc.).
 - 3. No more than two (2) requests for review by an individual may be made during any one contract year and the interval between requests shall be no less than thirty (30) days.

4. Reasonable charges for materials to be copied may be made by the Superintendent's office.
- C. No material, which has an adverse effect on the employee's record, shall be placed in her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown through the grievance procedure through the Board level, whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in her file, such signature shall be understood to indicate her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

Section 4. Employee Protection.

- A. No employee shall be required to work when the temperatures in the buildings are not conducive to work or when no custodian or administrator is present.
- B. Any case of assault upon an employee shall be promptly reported to the supervisor or his designated representative. The Employer will provide legal counsel to advise the employee of her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 5. Miscellaneous.

- A. Restroom facilities will be provided for all employees.
- B. A list of substitute secretaries shall be provided, and in the absence of the secretary, substitutes may be called from this list and time sheets submitted to the Payroll office.
- C. Before any subcontracting of office personnel services occurs, the Administration will submit written rationale to the Association. Subcontracting of labor shall not eliminate bargaining unit positions which would necessitate layoffs or reduce hours of work for Association members.

ARTICLE VI

WORK SCHEDULE AND DUTIES, COMPENSATION AND BENEFITS

Section 1. Work Schedule. The employment schedule of each employee shall be as set forth in Schedule A.

Section 2. The basic compensation of each employee shall be as set forth in Schedule B.

Section 3. Individual Contract Summaries. Annual individual contract summaries shall be prepared and issued no later than October 1 of each year.

Section 4. Overtime Compensation - Computation

1. Time and one-half will be paid for all hours over eight (8) hours in one day or forty (40) hours in one week.
2. Double time will be paid for all hours worked on Sundays. Time and one-half shall be paid for all hours worked on holidays. This will be in addition to holiday pay if the employee is entitled to holiday pay for that day. Secretaries who are required to work on Saturday when teachers are scheduled to work shall be paid at time and one-half for hours in excess of their regular work week.
3. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable.

Section 5. Fringe Benefits. The Employer shall provide fringe benefits as set forth in Schedule C.

ARTICLE VII

SENIORITY

Section 1. Probationary Period. New employees hired into the bargaining unit shall undergo a probationary period of fifty (50) days worked. Upon completion of her probationary period, the employee shall obtain seniority status and her name shall be entered upon the seniority list as of her date of hire.

- A. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period; except that the termination of such probationary employee shall not be subject to the grievance procedure.
- B. Leave day credit and vacation time credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.

Section 2. Seniority Defined. Seniority shall be defined as length of service within the District as of the employee's first working day. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine the position on the list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

Section 3. Seniority Lists. The Employer shall prepare and maintain seniority lists as defined in this Article. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement, and semi- annually thereafter, and copies shall be furnished to the Association. The Association shall notify the Employer of any error within fifteen (15) days from and after receipt thereof.

Section 4. Loss of Seniority. Seniority shall be lost if the employee:

- A. Voluntarily quits;
- B. Is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
- C. Retires; or
- D. Otherwise terminates her employment relationship with the Employer.

ARTICLE VIII

REDUCTION OF STAFF

Section 1. Layoff Defined. The word layoff shall mean a reduction in the Employer's work force.

Section 2. Layoff Procedure.

- A. Probationary employees shall be the first laid off, provided there are employees with seniority in the bargaining unit who are available and can perform the required work. Thereafter, of the employees with seniority, the employee in her/his classification with the least seniority shall be the first laid off, provided always that the remaining employees are available and can perform the required work. When a position is eliminated, an employee shall be able to replace the least senior employee within that classification. If there is no one less senior within that classification, the employee shall be able to replace the least senior employee in the bargaining unit, if the employee is qualified for the position as determined by the Director of Personnel. If the senior employee is not qualified to perform that job, the senior employee shall be offered a job in that classification for which she/he is qualified and the employee thus displaced shall have the same right. For the purpose of layoff and recall, classifications are those designated in Schedule B.

- B. The Employer shall endeavor to give thirty (30) calendar days notice of layoff to the affected employee, and in any event three (3) weeks written notice of layoff shall be provided to the affected employee.

Section 3. Recall Procedure. Employees will be recalled in the inverse order of that specified in Section 2. Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to report to the Employer within ten (10) calendar days from the date of mailing or notice of recall, she shall be considered as quit unless during said ten (10) calendar days period she is granted a leave of absence.

- A. In the event of layoff, employees on leave shall be notified by the Association so they may exercise seniority.
- B. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
- C. Laid off employees shall be eligible for recall up to twelve (12) months following their layoff.

Section 4. A position shall only be filled temporarily by a substitute for ninety (90) continuous work days after which, if there are no bargaining unit members to fill the vacancy, the employee substituting in the position shall be offered the permanent position. If the substitute does not want the permanent status, the job shall be filled from outside the unit.

Section 5. Substitute pay will be at the first step of Class Ib. A previously employed person temporarily replacing a regular employee shall be paid at a rate not to exceed the rate of the employee being replaced. Secretaries who are supplementing the work force in temporary assignments shall not be paid more than one-half of their Lakeview experience at their class of last regular employment, not to exceed the 5th Step.

ARTICLE IX

VACANCIES, TRANSFERS, PROMOTIONS

Section 1. Vacancies.

- A. Vacancy Defined. A vacancy shall be defined as any position, either newly created or a present position that is not filled, excluding temporary vacancies. A temporary vacancy is a vacancy caused by an employee being on an authorized absence.
- B. Posting.
1. All vacancies to be filled must be posted within five (5) work days after the job becomes vacant. The Employer must make known its decision of filling all posted jobs within ten (10) work days after the expiration of the posting period.

2. Vacancies shall be posted in all buildings for at least five (5) working days before the appointment is made. During the summer months, each employee shall also be notified by mail. If an employee desires to be considered an applicant for a posted position, she shall make application, in writing, during the posting period.
 3. If a vacancy occurs while there are employees on layoff, the posting and bidding procedures, as outlined in this Article, shall occur as usual for persons currently employed before a recall is initiated.
 4. The following format shall be used to advertise the position:
 - a. Type of work
 - b. Place of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 5. The Association president shall receive notice of all postings and the name of the employee selected by the Employer.
 6. It will be the employees' responsibility for contacting the Administration if they wish to bid on any job opening that occurs while they are on vacation or otherwise absent.
 7. A posted position may be filled on a temporary basis during the posting period.
- C. Rates for New Jobs. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure and notify the Association of same. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiation.

Section 2. Transfers and Promotions.

- A. Any employee in the unit may bid for a vacancy. Transfers and promotions within the bargaining unit shall be made on the basis of ability and seniority. The position shall be awarded to the most senior applicant who has the qualifications and skills necessary to perform the duties of the vacant position. If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire.

Involuntary transfers shall be minimized and made only for just cause.

B. Trial Period. The successful applicant shall be given a trial period of up to thirty (30) working days to determine:

1. Her desire to remain on the job.
2. Her ability to perform the job.

During the thirty (30) workday trial period, the employee shall have the opportunity to revert back to her former position. If the employee is unsatisfactory in the new position, she shall be returned to her former position. Notice and reasons shall be submitted to the employee, in writing, by the Employer. The matter may then become a proper subject for a special conference, upon request of the affected employee.

C. Vacancies created by an employee serving a trial period may be filled by the Employer with a substitute without posting such vacancy for the duration of the trial period.

ARTICLE X

AUTHORIZED ABSENCE

Section 1. Sick Leave. Sick leave shall be administered in accordance with the following guidelines, namely;

A. Use. Sick leave may be used for:

1. Any physical or mental condition which disables an employee from rendering services.
2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the School District.
3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.

B. Sick Leave Amount. Each employee shall be credited with sick leave at the rate set forth in Schedule C.

C. Used Days. Sick leave shall be charged against scheduled work days only.

D. All employees, while on paid sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The Employer shall continue the payments of insurance benefits, if permitted by the carrier, while an employee is on unpaid sick or maternity leave not to exceed one year.

- E. When an employee needs to be released early from his/her duties for reasons specified in Article X, Section 1, A, 3, the employee shall be granted an early dismissal. If the release time is less than two (2) hours, that time shall not be deducted from the employee's leave days or any portion thereof. If the release time is more than two (2) hours, that time shall be deducted from the employee's leave days in half-day increments.

Section 2. Personal Leave. Two (2) days of emergency leave with pay, non- accumulative, each year to attend personal business of an urgent nature which cannot be attended to at a later time. Activities relating to personal pleasure or profit, recreation, social functions, interview for employment and other similar activities are not justified. The reason for leave will be required when applying for same. The Superintendent or acting Superintendent may, in his sole discretion, grant additional emergency leave days without pay, and in his sole discretion, may grant up to three (3) additional days with pay, subject to all of the above conditions.

Section 3. Funeral Leave. If a death occurs among the members of an employee's immediate family or household, the person shall be granted four (4) days of leave, with pay, which shall not be charged to her sick leave. (Definition of immediate family for funeral only: wife, husband, son, daughter, brother, sister, son-in-law, daughter-in-law, parent, grandparent, grandchild, father-in-law, mother-in-law.). One (1) day for brother-in-law, sister-in-law, aunt or uncle, niece, or nephew. Additional leave may be granted subject to the approval of the Superintendent.

Section 4. Jury Duty.

- A. All employees called for jury duty during normal working hours, or who are subpoenaed to testify during working hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding, shall be paid their full wage for such time.
- B. Any payment received by the employee for such duty shall be given to the Board with the exception of payment received for transportation costs.

Section 5. Worker's Compensation. Each employee will be covered by the applicable Worker's Compensation Law and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to her Worker's Compensation income an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and her regular weekly income based on regular scheduled hours but not to exceed one year. This amount shall not be deducted from sick leave. Employees returning to work from disabilities covered by Workers' Compensation within one (1) year shall have the right to return to their former position, if it exists, or to a comparable position with the same step placement that was held by the employee on Schedule B of this Agreement prior to the disability.

Section 6. Leaves of Absence Without Pay. The following leaves of absence without pay will be granted without loss of seniority:

- A. **Maternity Leave/Child Care Leave.** A leave of absence shall be granted to an employee for the purpose of childbearing and/or child rearing. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Such leave shall be granted without pay or increment for a period not to exceed one (1) year beyond the date on which the leave became effective unless recommended otherwise by her physician. The employee shall notify the Superintendent or Superintendent's designated representative in writing of his/her desire to take a leave. The letter requesting leave shall include the anticipated date of return and, except in emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall include either a physician's statement certifying pregnancy or a copy of the birth certificate of the child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. That portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
- B. **Serious Illness of the Employee or a Member of the Immediate Family.** Leave due to illness shall be for a period of not more than one year.
- C. **Meritorious Leaves.** Unpaid leaves for other reasons may be granted for reasons deemed meritorious by the Employer.

Section 7. Return From Unpaid Leave of Absence.

- A. An employee returning from a leave of absence shall be reinstated to the position and classification she held when her leave began. If the position has been eliminated, the employee shall be offered a like position.
- B. Employees returning from a leave of absence shall be required to notify the Employer in writing of the date of their intent to return three (3) weeks prior to such return.

Section 8. Vacation.

- A. An employee shall earn credit toward vacation with pay in accordance with the schedule in Schedule C.
- B. One week may be held over to be applied to the next year's vacation with the provision that the employee may not take more than three (3) weeks consecutively at any one time.

- C. Vacations may be taken at such times during the year as are suitable, considering the wishes of the employee and with approval of the Employer, and with consideration for the efficient operation of the office concerned. Vacation earned should be used that year except as stated in B above.
- D. Vacation dates shall be arranged through the office of the employee's immediate supervisor. In case of conflicts, vacation periods shall be granted according to seniority.
- E. Vacation dates shall be strictly adhered to and may be changed only by a letter to the employee's immediate supervisor two (2) weeks in advance, if possible, of the vacation period. Cases of personal illness or illness in the immediate family shall be considered exceptions to the rule.
- F. If an employee becomes ill and is under the care of a duly licensed physician during her vacation, her vacation will be rescheduled. In the event her incapacity continues through one year, she may be awarded payment in lieu of vacation.
- G. A vacation may be waived only upon mutual agreement of the employee and the immediate supervisor and with the approval of the Superintendent.
- H. An employee entitled to two or more weeks of vacation may receive an advance approximately equal to her next regular check. A written request must be received by the Payroll office by two (2) full weeks prior to the time vacation will begin. An employee will not be paid in one fiscal year for vacation taken in a following fiscal year.
- I. In case an employee resigns and gives two (2) weeks notice, she will be given her unused vacation credit. In case of death, the unused vacation credit will be paid to the spouse or family of the deceased employee.
- J. Employees shall be paid their current wage rate while on vacation and will receive any benefits provided for in this Agreement during such time.
- K. An employee retiring will be expected to date her retirement so that she has used her full vacation allowance prior to the effective retirement date.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is any dispute concerning a violation of any of the specific provisions of this Agreement.

Section 2. Grievance Levels.

A. **Informal Adjustment.** Prior to filing a written grievance, the grievant shall meet with the immediate supervisor within ten (10) days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings.

B. **Written Grievance.**

Step 1 - If the grievance is not satisfactorily resolved at the informal conference, the grievant shall have five (5) days within which to file with the immediate supervisor a written grievance, which grievance shall include:

1. An identification of the Grievant(s),
2. The date of the event,
3. The specific facts upon which the grievance is based,
4. The specific provision(s) of the Agreement violated, with explanation of how provision(s) are violated.
5. The specific relief requested,
6. The date of the grievance, and
7. The signature of the Grievant.

A reply shall be filed within five (5) days from the receipt of the written grievance.

Step 2 - If the Step 1 reply is not satisfactory and a request is made within five (5) days from the receipt of the Step 1 reply, the grievance may be advanced to the Superintendent or his designee. A meeting shall be held within five (5) days from the receipt of the request. Within five (5) days from the meeting, the Superintendent or his designee shall reply to the grievance in writing.

Step 3 - If the disposition of the Superintendent or his designee is not satisfactory and a request is made within five (5) days from the receipt of the Step 2 reply, the grievance may be advanced to the Board of Education. A meeting shall be held within fifteen (15) days from the receipt of the request. Within five (5) days from the meeting, the Board shall reply to the grievance in writing.

Step 4 - If the disposition of the Board is not satisfactory, the grievance shall be submitted to Arbitration if such request is made within twenty (20) days from the receipt of the Step 3 reply. Arbitration shall be conducted in accordance with the following guidelines, namely:

1. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association provided that the proposed arbitrator shall reside or have his place of business in the State of Michigan.
 2. The arbitrator shall not have the authority to vary the terms of the Agreement.
 3. The decision of the arbitrator shall be final and binding on both parties.
- C. Association grievances on the part of a group of employees or the entire Association may be initiated at Step 2. Prior to filing a written grievance, representatives of the Association shall meet with the Superintendent or his designee within ten (10) days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings.

If the grievance is not satisfactorily resolved at the informal conference, the Association shall have five (5) days within which to file with the Superintendent or his designee a written grievance utilizing the same format as in Section 2, B, Step 1.

D. General Procedures.

1. Definitions: As used in this Article, the word:
 - a. "Party" includes the Employer, the Association, and an employee or group of employees.
 - b. "Grievant" means the Association or employee filing the grievance for review. If a grievant is an employee, she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
 - c. "Event" means the condition, act, or omission which the Grievant alleges gave rise to the grievance.
 - d. "Day" means a calendar day except a Saturday, Sunday, or legal holiday observed by the Employer.
2. Form of Action. All grievances, replies and requests shall be in writing, filed with each party.
3. Exclusions. The grievance procedure shall not apply to:
 - a. The dismissal of any probationary employee.
 - b. Any provision of the Agreement which contains an express exclusion from this procedure.
4. Other Grievances. Either party may require that all grievances involving the same event be combined in one grievance proceeding.

5. **Withdrawals and Denials.** Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be automatically advanced to the next step. Time limits may be extended upon mutual agreement of the parties.
6. **Costs.** Any fee paid for the service of an arbitrator shall be shared equally by the parties. Each party shall be responsible for its own costs.
7. **Contract Termination.** The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Notices. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. **Employer:** Lakeview School District
15 Arbor Street
Battle Creek, MI 49015
- B. **Association** MEA-NEA
3000 6th Avenue
Battle Creek, MI 49015
- C. **Employee:** As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.

Section 2. Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties.

Section 3. Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The parties will meet to renegotiate such invalidated provision.

Section 4. Feminine Includes Masculine. Whenever in this Agreement the feminine gender is used, it shall include the masculine.

Section 5. Strikes and Lockouts. The Association agrees during the term of this contract that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Employer. The Employer likewise agrees during the term of this contract it will not engage in any lockout or related activity.

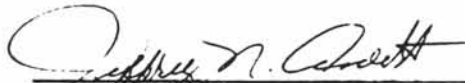
Section 6. Duplication of Agreement. The parties shall share equally the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

Section 7. Effective Date and Termination. This Agreement becomes effective as of July 1, 1995, and remains in force until June 30, 1998.


IN WITNESS WHEREOF the parties have caused this Agreement to be executed:

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT


LAKEVIEW SECRETARIAL
ASSOCIATION/MEA-NEA



President



President



Secretary



Chairman, Negotiating Committee



Assistant Superintendent

SCHEDULE A

DUTIES, JOB DESCRIPTIONS, WORK SCHEDULE

Section 1. Duties & Job Descriptions. A statement of general duties and job descriptions will be prepared for all bargaining unit positions. The Association and the Administration shall establish a review committee to meet in alternate years beginning in 1991-92 to review job descriptions. The committee shall be comprised of two administrators and two Association members appointed by LSA.

Section 2. Work Schedule.

A. Hours of Work.

1. All employees shall have their time arranged by the Principal or immediate supervisor.
2. Lunch and Relief Periods. All employees will be provided with a fifteen (15) minute relief period in the morning and a fifteen (15) minute period in the afternoon. Half-time employees will receive one fifteen (15) minute relief period.

All employees shall be entitled to an unpaid lunch period of at least one-half (1/2) hour per day.

B. School Closings.

1. All employees will be permitted to leave school no later than one (1) hour after the dismissal of teachers and students when school is in session one-half (1/2) day and the day precedes a holiday.
2. Should it become necessary to close school because of conditions not within the control of school authorities, additional days of work shall be scheduled to comply with Sec. 101(3) of the State School Aid Act. The rescheduled days will not increase the total additional work days of the employee and the employee will not be entitled to additional compensation. If a make-up day falls on a designated holiday and the employee is called to work, the employee shall receive his/her regular hourly rate in addition to the holiday pay.
3. Year-around employees will be required to work on snow/emergency days at the regular pay rate unless specifically excused by the Superintendent. If a make-up day falls on a Saturday and the employee is called to work, the employee shall be paid at a rate of time and one-half for all hours worked on Saturday.
4. Building secretaries shall be dismissed fifteen (15) minutes after the building is cleared except for the Central Administration secretaries, who will be released by their immediate supervisor, but within one-half (1/2) hour after all buildings have been closed.

5. On those days when school has not been closed during the regular school day and severe weather threatens, the school secretary may be dismissed by the Superintendent, or his designee, with no loss of compensation to the secretary.
 6. On school delay days all secretaries are to report no later than 1/2 hour ahead of scheduled school opening or sooner if safely possible.
 7. If one of the employees should be asked to work on emergency days, Act of God days, etc., she shall receive pay at the rate of "double time."
 8. The decision as to whether the library secretaries should work a full day on days when the school is in half-day sessions should be left to the discretion of the building Principal, with the time to be made up to total the number of required calendar days.
- C. Released Time. Released time with pay for one (1) in-service training day will be allowed as agreed between the Administration and individual secretaries or individual library secretaries.

SCHEDULE B
COMPENSATION

Section 1. Basic Compensation.

<u>Step</u>	<u>1995-96</u>				
	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class Ib*</u>
1	\$11.37	\$11.56	\$12.04	\$14.07	\$ 9.09
2	11.73	11.97	12.42	14.77	9.46
3	12.16	12.39	12.83	15.47	9.89
4	12.51	12.75	13.19	16.18	10.24
5	12.94	13.15	13.57		10.66
6	13.28	13.53	14.00		11.00

*Effective for Class I employees with hire dates after July 1, 1988.

The increase in compensation for 1996-97 shall be related to the percentage increase in the undesignated per pupil "foundation" grant for 1996-97. The amount by which the salary schedule increases shall be made will be determined by subtracting 150 basis points (1.5%) from the increase in the undesignated per pupil foundation grant for 1996-97. In any event, the salary schedule will be increased no less than 1.5%.

For example: If the amount of undesignated per pupil "foundation" grant for 1996-97 increases 3.5%, then the salary schedule will increase 2%.

The increase in compensation for 1997-98 shall be related to the percentage increase in the undesignated per pupil "foundation" grant for 1997-98. The amount by which the salary schedule increases shall be made will be determined by subtracting 125 basis points (1.25%) from the increase in the undesignated per pupil foundation grant for 1997-98. In any event, the salary schedule will be increased no less than 1.5%.

For example: If the amount of undesignated per pupil "foundation" grant for 1997-98 increases 3.5%, then the salary schedule will increase 2.25%.

The parties agree that it is to their mutual interest to increase the Association's knowledge base of the District's budgetary process and agree that the Association President or designee may observe and/or be informed of the ongoing budget building process.

The placement step for all new employees shall be no higher than step three (3) of their class.

If the District intends to place a new employee at a salary step other than number 1, the Association shall be notified. The parties shall meet to confer over such salary placement prior to the new employee being hired.

Each employee shall advance one (1) step on July 1 each year if she has a hire date into the bargaining unit prior to January 1; employees with hire dates between January 1 and April 1 will advance one-half (1/2) step; after April 1, there will be no advancement.

Section 2. Longevity

Longevity amounts found in SCHEDULE B COMPENSATION shall be increased in each of the years mentioned above by the percentage increase in the salary schedules.

	<u>1995-96</u>
11-15 years	\$450
16-19 years	599
20+ years	779

Section 3. Retirement Incentive.

Retirement Incentive amounts found in SCHEDULE B COMPENSATION shall be increased in each of the years mentioned above by the percentage increase in the salary schedules.

Any secretary who retires after twenty (20), twenty-five (25), or thirty (30) years of service in Lakeview School District shall receive the following, one year after the retirement date:

	<u>1995-96</u>
After 20 years	\$809
After 25 years	607
After 30 years	406

Section 4. Classifications Defined.

- A. **Class IV - General Description. School District Accountant.** The Board and Association agree to initiate a Class IV position pursuant and similar to the terms set forth in the *Proposed Position Profile*. It is not the intent of the Board that this position be managerial or supervisory of other persons within the bargaining unit.
- B. **Class III - General Description. Executive Secretaries:** Responsible directly to a District level administrator and assume responsibilities for district-wide operations.

Class III Positions

Secretary to Director of Restructuring and Curriculum
Payroll Secretary
Accounts Payable Secretary
Purchasing Secretary
Director of Operations' Secretary

- C. **Class II - General Description. Building Secretaries:** Responsible directly to a building level administrator and assumes responsibilities for building operations.

Class II Positions

Principal's Secretary - Elementary, Jr. High, and High School*
Junior High Office Secretaries
Assistant Principal's Secretary - High School
Guidance Office Secretary - High School
Athletic Director's Secretary and Receptionist - High School
Elementary Curriculum Director's Secretary
Bookkeeper - High School
Food Service Secretary - High School
Guidance Director's Secretary - High School
Guidance Director's Secretary - Junior High
Central Office General Clerical Secretary

- D. **Class I - General Description. General Clerical Worker:** Responsible for specific duties as assigned below the building level.

Class I Positions

Library Secretaries - Elementary, Jr. High and High School
Central Office Assistant
Transportation Secretary
Attendance Secretary, High School
Printer Clerk (flex time, as needed)

*Current secretary to High School Principal grandmothers at Class III.

SCHEDULE C

FRINGE BENEFITS

Section 1. Vacation Earnings.

- A. An employee who is normally employed less than twelve months or less than an eight-hour day or forty hours per week shall be entitled to vacation time on a pro-rated basis in proportion to time worked and years of service.
- B. Less than twelve-month employees shall earn vacation as follows:
1. Less than 1 year of service completed prior to October 1: 5/6 day per month worked.
 2. 1 year of service completed prior to October 1: 10 days per school year.
 3. 8 years of service completed prior to October 1: 15 days per school year.
 4. 15 years of service completed prior to October 1: 20 days per school year.
- C. Twelve-month employees shall earn vacation as follows:
1. Less than 1 year of service completed prior to October 1: 5/6 day per month worked.
 2. 1 year of service completed prior to October 1: 10 days per school year.
 3. 5 years of service completed prior to October 1: 15 days per school year.
 4. 12 years of service completed prior to October 1: 20 days per school year.

Section 2. Paid Holidays.

- A. The following holidays will be considered as "paid holidays."

*July 4	Christmas Day
Labor Day	Day before New Years
Thanksgiving	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

*July 4 shall be a paid holiday only for those employees scheduled to work the week including the legal holiday.

- B. If a holiday falls on a Saturday, it will be observed the preceding Friday. If the holiday falls on a Sunday, the Monday following will be observed as the holiday.
- C. If any of the paid holidays listed in item A above fall on a day when school will be in session, employees shall be on duty at regular pay.

Section 3. Sick Leave Amount. All employees, at the beginning of the school year, shall be allowed one (1) day of sick leave allowance for each month she receives pay in her regular position. An employee may use up to two (2) days of accumulated sick leave each year to attend to a family

member with illness, injury, or disability. Unused sick leave allowance shall accumulate to a maximum of one hundred and eighty (180) days and shall be designated as "accumulated sick leave allowance."

Section 4. Mileage. Employees who use personal vehicles for authorized school business shall be entitled, upon presentation of adequate documentation, to reimbursement at the current maximum non-taxable IRS allowance for such mileage.

Section 5. Insurance.

- A. The Employer shall provide to each full-time employee and eligible dependents the following insurance:
1. MESSA SuperCare I. The employee shall be responsible for paying the appropriate health care policy deductible.
 2. "Full-time" shall be considered thirty (30) hours per week or more on a regular schedule. Part-time employees shall receive a pro-rated amount.
 3. Premiums shall be paid for the full twelve (12) months.
 4. Prescriptions - the District will, upon proper documentation presented to the business office prior to September 1, December 1, March 1, and June 30 of each year, reimburse each employee \$1.50 for each prescription purchased by use of the MESSA drug card.
- B. The above insurance benefits will not be provided to the employee if comparable group health insurance benefits are being provided from another employer of the employee or her spouse, it being the intention not to provide duplicate health insurance coverage nor coordination of benefits coverage.
- C. Employees not electing or eligible for health insurance shall receive \$24.00 per month to be spent on MESSA options and annuities.
- D. Term group life insurance coverage will be provided for all employees in the amount of \$13,000.00.
- E. **Dental Insurance.** All secretaries and their eligible dependents will be provided dental insurance coverage paid by the District, Delta Dental E007.
- F. **Vision Care.** The Board shall provide without cost to the employee MESSA Vision Service Plan 2 for all employees and their eligible dependents as defined by MESSA.

LETTER OF UNDERSTANDING
AMONG THE
LAKEVIEW EDUCATION ASSOCIATION
LAKEVIEW SECRETARIES ASSOCIATION
AND THE LAKEVIEW BOARD OF EDUCATION

DATE: November 9, 1993

It is understood that any positions providing support to the Prairieview Professional Development School (PDS) will not supplant any existing bargaining unit work. These positions will be filled by Western Michigan University as the fiscal agent for PDS. The Lakeview School District Payroll Department will provide pay as a subcontractor of WMU.

Thomas L. Dunton 12-13-93

Wendy K. Remenar 12-13-93

Sharalyn Brandell 12-13-93

INDEX

	<u>Page</u>
Agency Shop.....	3
Association Representatives.....	2
Association Rights.....	2
Authorized Absence.....	11
Basic Compensation.....	21
Bulletin Boards and School Mail.....	2
Classifications Defined.....	22
Compensatory Time.....	7
Dental Insurance.....	25
Discipline.....	5
Dues Checkoff.....	4
Duplication of Agreement.....	18
Duties and Job Descriptions.....	19
Effective Dates.....	18
Employee Protection.....	6
Employee Rights.....	4
Files and Records.....	5
Fringe Benefits.....	7,24
Funeral Leave.....	12
General Provisions.....	17
Grievance Procedure.....	15
Health Insurance.....	25
Holidays.....	24
Hours of Work.....	19
Illness Leaves.....	11
Insurance.....	25
Health.....	25
Options.....	25
Life.....	25
Dental.....	25
Vision.....	25
Job Descriptions.....	19
Jury Duty.....	12

Layoff Procedure	8
Leaves of Absence without Pay	13
Life Insurance	25
Longevity.....	22
Maternity Leave	11
Meritorious Leave.....	13
Mileage	25
Miscellaneous	6
Options, Insurance	25
Overtime.....	7
Personal Leave	12
Probationary Period	7
Professional Negotiations.....	2
Promotions	10
Purpose and Recognition.....	1
Recall Procedure.....	9
Reduction of Staff.....	8
Released Time.....	20
Retirement Incentive	22
Salary Schedule.....	21
Save Harmless.....	3
School Board Rights	1
School Closings	19
Seniority	8
Sick Leave	11,24
Special Conference.....	2
Step Advancement	21
Strikes and Lockouts.....	18
Substitutes	9
Transfers and Promotions.....	10
Use of Facilities.....	2
Vacancies.....	9
Vacation	13,24
Work Schedule and Duties	7,19
Worker's Compensation	12

LETTER OF AGREEMENT

Between

LAKEVIEW SCHOOL DISTRICT

And

LAKEVIEW SECRETARIAL ASSOCIATION/MEA-NEA

The Lakeview School District shall provide a cash option in lieu of health benefits. The cash amount shall be \$24.00 per month for full-time employees. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a tax-sheltered annuity. To elect a tax-sheltered annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective June 1, 1996. Benefits currently being provided to bargaining unit members shall continue as is until this letter of agreement takes effect.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.

Each bargaining unit member is responsible for his/her share of FICA and applicable income taxes for the entitled amount if not electing a tax-sheltered annuity.


FOR THE BOARD


FOR THE ASSOCIATION

6-18-96
DATE

6-18-96
DATE

