

3149

6/30/96

*Lansing School District*

**AGREEMENT**  
**BETWEEN**  
**LANSING SCHOOL DISTRICT**  
**AND**  
**LANSING ASSOCIATION OF EDUCATIONAL**  
**SECRETARIES**  
  
**1993 - 1996**



**LANSING**  
**SCHOOL**  
**DISTRICT**  

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**Committed to Quality**

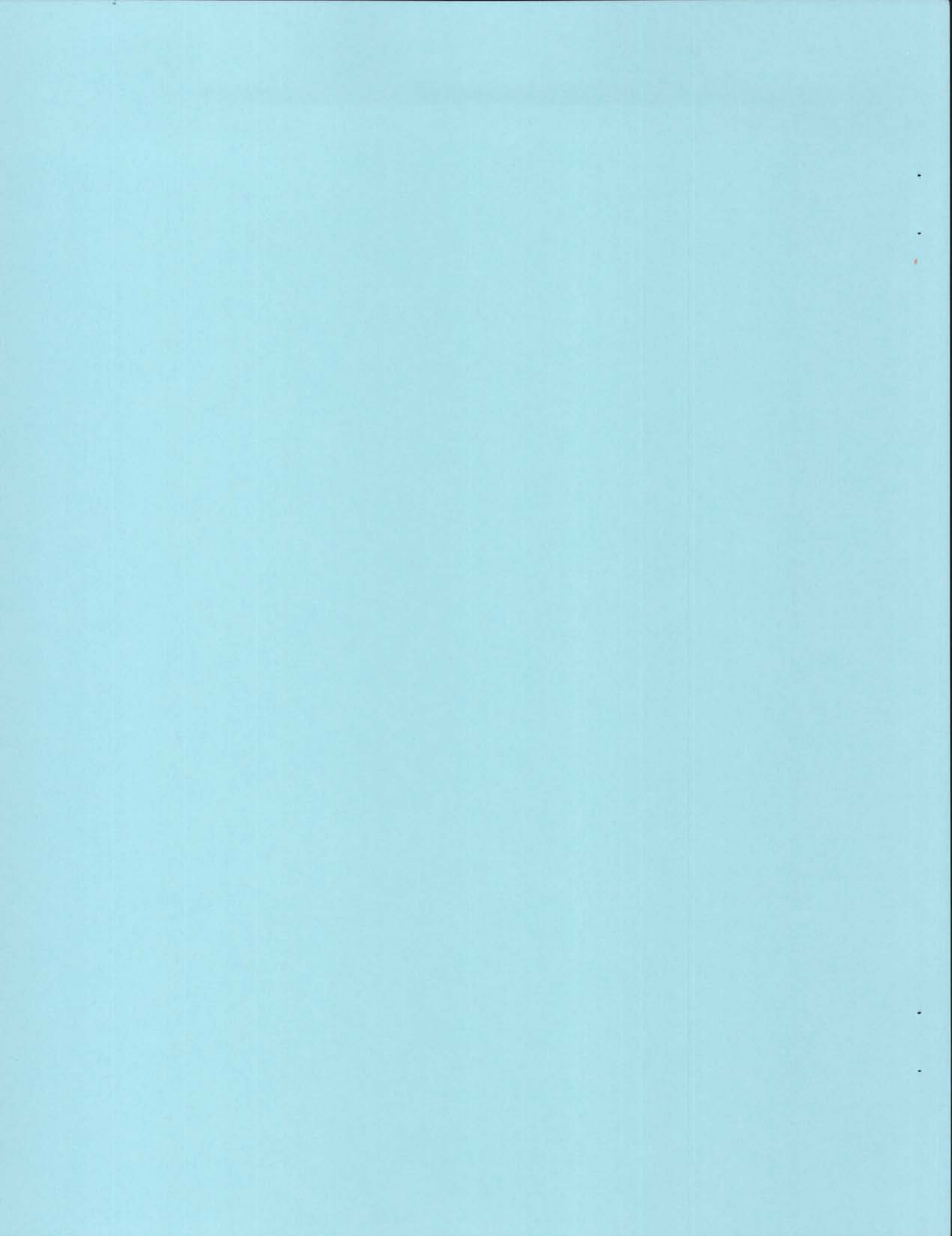
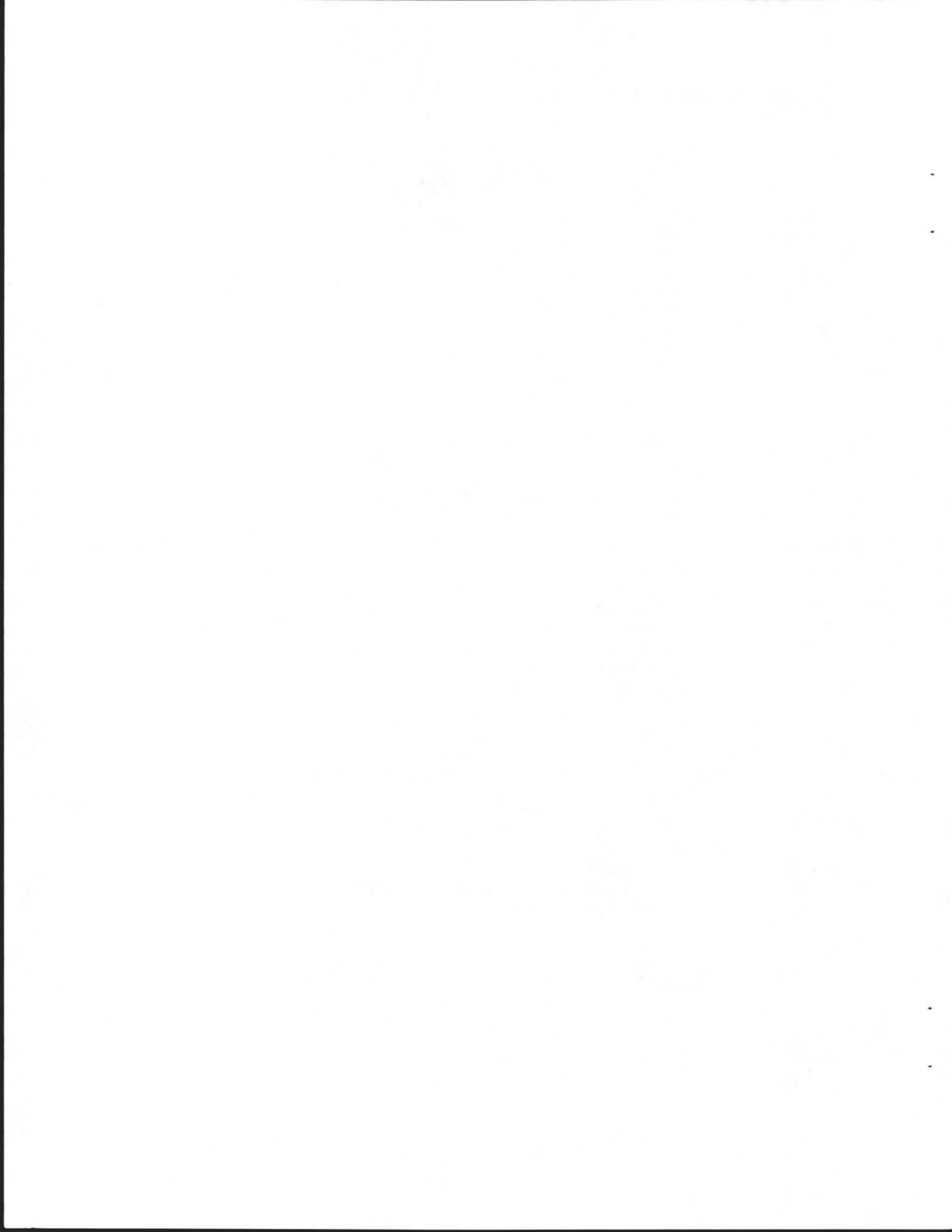


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## ARTICLE I

### RECOGNITION

- 1.01 The Board hereby recognizes the LAES as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "secretary" when used hereinafter in this Agreement shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.
- 1.02 The following secretarial personnel comprise, by way of illustration, this bargaining unit: Secretaries, Financial Transactions Clerks, Library Technicians, Data Entry Clerks, Office Service Clerks and all other personnel placed on the secretarial wage schedule, but excluding eight (8) unclassified secretaries, substitute secretaries and supervisory personnel.
- 1.03 The Board agrees not to negotiate regarding the terms and conditions of employment for bargaining unit members with any educational secretaries' organization other than the LAES for the duration of this Agreement.

## ARTICLE II

### COMPENSATION

- 2.01 The hourly wages of secretaries covered by this Agreement are set forth in the Appendix which is attached to and incorporated in this Agreement.
- 2.02 Authorized overtime worked in excess of eight (8) hours in one day or forty (40) regular hours in any one week shall be paid for at time-and-one-half of the regular rate.
- 2.03 All Sunday work shall be reimbursed at time-and-one-half.
- 2.04 When overtime is required, reasonable notice shall be given to the secretary involved, except in extenuating circumstances.
- 2.05 A secretary engaged during the working day in negotiating in behalf of the LAES with representatives of the Board or participating in any grievance procedures which are scheduled by the Board or the Administration, shall be released from regular duties without loss of salary.

## ARTICLE III

### HOURS OF WORK

- 3.01 The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Saturday.
- 3.02 The following work shifts shall be in effect:
- a. Any shift that begins on or after 4:00 A.M., but before 11:00 A.M., shall be described as the first shift.
  - b. Any shift that begins on or after 11:00 A.M., but before 7:00 p.M., shall be described as the second shift.
  - c. Any shift that begins on or after 7:00 P.M., but before 4:00 A.M., shall be described as the third shift.
- 3.03 Secretaries working the second shift shall receive an additional ten cents (\$.10) per hour premium pay. Secretaries working the third shift shall receive an additional fifteen cents (\$.15) per hour Premium Pay.
- 3.04 The lunch period will normally be scheduled for one hour. However, beginning the first week after school closes to the first week before school opens in the fall, the lunch period will be scheduled for one-half hour unless mutually agreed otherwise by the secretary and immediate supervisor.
- 3.05 Lansing Public Library secretaries shall work a total of forty (40) hours per week to be scheduled between the hours of 8:00 A.M. to 9:00 P.M., Monday through Friday, from 9:00 A.M. until 6:00 P.M. on Saturdays, and from 12:00 noon until 6:00 P.M. on Sundays. No employee shall be scheduled to work more than two evenings in one week, two consecutive Saturdays or one Sunday per month without their consent.

## ARTICLE IV

### PROBATIONARY PERIOD

- 4.01 New secretaries hired into the unit shall be regarded as probationary secretaries for the first six (6) months of active employment.

## ARTICLE V

### FILLING OF VACANCIES

- 5.01 The major responsibilities and qualifications of each occupational index by class listed in Appendix B of the Agreement are identified in the Lansing School District's May, 1979 Classification Plan for the Clerical-Secretarial Service and serve as official class specifications. The Board retains the exclusive right to determine and assign the responsibilities, duties and tasks performed by bargaining unit members. In the event the Board intends to significantly alter the major responsibilities of an existing position or create a new position not previously in existence, the Board shall notify the Association prior to implementation of such change(s) and provide the Association the opportunity to discuss the effects of the change with the Board.
- 5.02 A. Newly created positions and vacancies within the bargaining unit shall be advertised for bargaining unit personnel and others through position vacancy notices posted in each building, copy to LAES. An applying employee meeting the minimum posted qualifications will be interviewed by a selection panel appointed by the employer, unless the number of bargaining unit applicants is unreasonably large. Applying employees not meeting the minimum qualifications will be so notified prior to the interviews. In determining the individual to be selected for the position, consideration shall be given to factors such as qualifications (as listed in the 1979 Classification Plan job descriptions, as amended), experience, evaluation of performance within the past two years, seniority, written supervisory recommendations from persons other than those serving on the interview panel, and membership in an underrepresented group (e.g., racial ethnic, etc.). The employer shall provide the LAES with a written list of the applicants and the name of the successful candidate within 10 working days of the appointment. Unsuccessful LAES candidates shall also be notified in writing of their nonselection and the name of the successful candidate within the same time period. (Weighting assigned to the selection criteria was determined by the parties and listed in the 1994 secretarial/clerical selection grid.)
- B. Vacancies in level IV and level V positions will not be filled by a non-bargaining unit applicant unless no internal applicant possesses the minimum qualifications, or the selected non-bargaining unit applicant is significantly better qualified for the posted vacancy than all qualified internal applicants.

- 5.03 A. Secretaries normally assigned to specific locations may expect to enjoy continuity in such assignments, except in instances where the school administration determines lateral transfers are required. If a lateral transfer is determined to be required by the school administration, the association and affected employee(s) will be notified 30 days, or more if possible, before the change is implemented. In cases of involuntary transfers, secretaries and the association, if requested, shall have the opportunity to meet with the chief administrator for personnel matters and/or designee to discuss the transfer.
- B. Secretaries that have elementary school assignments may expect to enjoy the continuity referenced above. However, if their current administrator has been assigned a lateral transfer from one elementary school to another, the secretary to the administrator may have the option of transferring with the administrator or staying at the current job location. If there is a secretarial employee at the second location that would be displaced and the two secretaries cannot agree which employee will be reassigned, the employee with the greater amount of association seniority shall be allowed the final choice.
- 5.04 If a secretary is forced from a position due to a transfer and there are no job openings in the secretary's classification or a higher classification, the secretary would be paid the regular classification salary in a lower classified job until the secretary could be offered or assigned to a job in the secretary's classification or a higher classification.
- 5.05 New hires shall not be eligible to compete with other bargaining unit members for promotion or transfer until they have completed one year of service with the district as a member of the bargaining unit. No member of the bargaining unit may compete with other bargaining unit members for promotion or transfer within one year of being promoted or transferred. Exceptions to this provision may be made by mutual agreement between the Board and the Association.
- 5.06 The Board and the LAES recognizes the significance and priority of increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Lansing School District. The Board and the LAES shall promote an aggressive effort to recruit members of minority groups for employment in the schools.
- 5.07 The Board declares its support of a policy of promotions from within its own secretarial staff.



5.08

The Board will make a good faith effort to post and fill all new and vacant positions in a reasonable period of time. The Board will not use temporary employees to avoid the creation of a new position, except where it can be shown that the work satisfies one of the following definitions: (1) It is of a seasonal nature, temporary in duration, and the placement shall in no event exceed a total of 20 weeks for the intended purpose; (2) It is of a temporary nature, the purpose is not anticipated to be recurring in nature, and the placement shall not exceed 20 weeks without mutual agreement by the parties to extend the temporary placement; or (3) It is of a temporary nature, to assist the regular work force with normal periods of heavy work load off and on during the year, and the use of the temporary employee(s) shall not exceed a total of 20 weeks during any fiscal year. This provision shall not alter the Board's practice of determining whether and when to declare a vacancy in a position from which the incumbent has taken a leave of absence. This provision shall not be interpreted as impacting the use of temporary employees to substitute for bargaining unit members.

#### ARTICLE VI

#### COMPENSABLE LEAVE

- 6.01 All secretaries shall be allowed one day of sick leave per month of employment to be used for personal illness or injury. By way of example, i.e., an eight (8) hour a day employee earns eight (8) hours of sick leave per month; a six (6) hour a day employee earns six (6) hours of sick leave per month.
- 6.02 Each secretary shall be entitled to up to 1600 hours of accumulation on the unused portion of each year's sick leave which shall be available to the secretary in future years.
- 6.03 Secretaries unable to perform their duties because of illness should notify their immediate supervisor before or at the start of the work day.
- 6.04 Other approved absences with pay, but chargeable against the secretary's sick leave, shall be granted for the following reasons:
- a. Absence necessitated by exposure to contagious diseases in which the health of students or other employees would be impaired by the secretary's attendance on duty.
  - b. A maximum of five consecutive days for critical illness in the immediate family, unless the attending

physician verifies that the secretary needs to participate in the care of the critically ill member of the immediate family. Immediate family shall include the secretary's spouse, children, parents, foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care the secretary is principally responsible.

- c. A maximum of five consecutive days for death in the immediate family.
- d. One day, except when travel requires an additional day, for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance.

6.05 When a secretary is absent and has no sick leave to cover such leave, the secretary may, with the approval of the immediate supervisor and the chief administrator for personnel matters and/or designee, have the day or days charged against earned vacation time.

- 6.06
- a. Each secretary shall complete an Employee Time and Absence Record for each absence, such statement to be filed in the immediate supervisor's office.
  - b. The immediate supervisor may request a physician's statement for an absence of five (5) or more days' duration.
  - c. Medical verification of disability may be required for absences immediately before or following a secretary's non-scheduled workday(s) or where a secretary's attendance record shows frequent absences. In such cases, the secretary shall be notified in writing of the need for such verification prior to the absence for which the verification is required.

6.07 Any secretary who willfully violates or misuses this Compensable Leave policy shall be subject to disciplinary action.

## ARTICLE VII

### LEAVE DAY WITH PAY

7.01 Two (2) leave days (16 hours), with pay, shall be granted annually to each full-time employee on the employment rolls as of July 1. [Three (3) leave days shall be granted for 1994-95 only.] Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

|                       |          |
|-----------------------|----------|
| July through December | 16 hours |
| January through March | 8 hours  |
| April through May     | 4 hours  |
| June                  | 0 hours  |

Secretaries working less than eight (8) hours per day shall be entitled to a pro-rata share of leave days with pay granted to full-time employees.

- 7.02 The leave days with pay, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to the employee in increments of not less than two (2) full hours. (See Memorandum of Understanding, Appendix D, Page 37.)
- 7.03 The leave days with pay, or any fraction thereof, shall not be utilized during an absence for sick leave, or during any other leave of absence.
- 7.04 An employee taking a leave day with pay shall file a notice of the intent to take such day with the secretary's immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency\*). Such notice shall include a statement of the reason for such leave.
- 7.05 A. Leave day with pay shall not be used for:
1. Recreational pursuits, shopping or pleasure trip with spouse (including accompanying spouse on business trip).
  2. Other employment or seeking new employment.
  3. Child care, except for time associated with taking children to appointments during the business day that are not covered by section 6.04 B., such as medical, dental and optical.
  4. Any other leave provision in this Agreement.
- B. Requests for leave days with pay may be denied for:
1. The day before or the day after a holiday, holiday-related or vacation day.
  2. The first and last week of each semester.
- 7.06 In the event an employee does not use a portion of the leave day with pay, that unused portion shall be transferred to the secretary's regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

\*An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should make, and has made, every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

## ARTICLE VIII

### VACATIONS

8.01 All secretaries working on a twelve month basis shall receive an annual vacation with full pay based on the following schedule:

|                             |         |
|-----------------------------|---------|
| The first six years         | 2 weeks |
| Upon completion of 6 years  | 3 weeks |
| Upon completion of 12 years | 4 weeks |

- 8.02 Secretaries working less than twelve months, or less than eight (8) hours per day, shall be entitled to a pro-rata share of the vacation allowance granted to full-time employees.
- 8.03 Vacations shall be computed from July 1 through June 30th. The vacation allowance to which an individual is entitled shall be determined by the number of years of service the secretary has completed by June 30th of a given year.
- 8.04 Vacation allowance shall be pro-rated during the first year of employment to the nearest half day. (Based on 5/6 of a day per month of service to June 30th).
- 8.05 Secretaries must use all accumulated vacation time except for a maximum of ten (10) days allowable carry-over.
- 8.06 Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the secretary. Vacations during the summer months shall be limited to three weeks unless otherwise agreed.
- 8.07 Vacations shall be scheduled for a period of not less than one day unless otherwise approved by the immediate supervisor.

## ARTICLE IX

### HOLIDAYS

9.01 The following days shall be recognized and observed as paid holidays:

|                        | <u>1993-94</u> | <u>1994-95</u> | <u>1995-96</u> |
|------------------------|----------------|----------------|----------------|
| Independence Day       | 7/5/93         | 7/4/94         | 7/4/95         |
| Labor Day              | 9/6/93         | 9/5/94         | 9/4/95         |
| Thanksgiving Day       | 11/25/93       | 11/24/94       | 11/23/95       |
| Day after Thanksgiv*   | 11/26/93       | 11/25/94       | 11/24/95       |
| Christmas Day (all)    | 12/24/93       | 12/26/94       | **12/25/95     |
| New Year's Day (all)   | 12/31/93       | 1/2/95         | **1/1/96       |
| M. L. King, Jr. Birth. | 1/17/94        | 1/16/95        | 1/15/96        |
| Memorial Day           | 5/30/94        | 5/29/95        | 5/27/96        |

9.02 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

9.03 In addition, the following holiday-related time off with pay will be granted:

|                       | <u>1993-94</u> | <u>1994-95</u> | <u>1995-96</u> |
|-----------------------|----------------|----------------|----------------|
| Day before Christmas  | 12/23/93       | 12/23/94       | **12/22/95     |
| Day before New Year's | 12/30/93       | 12/30/94       | **12/29/95     |
| Good Friday (all)     | 4/1/94         | 4/14/95        | 4/5/96         |

9.04 Secretaries shall be expected to work the day preceding and following a holiday to be eligible for holiday pay. Secretaries working less than 52 weeks shall be eligible for holiday pay on Good Friday, Christmas Day, and New Year's Day provided they work their scheduled work day preceding and following this holiday.

9.05 Holidays occurring during the vacation period shall not be charged against vacation allowance.

9.06 Short year employees working in a school which is closed on the Presidents' Day holiday will be excused without pay on that day. The work year calendar for employees so affected will be extended by one (1) day at the end of the school year so that they will not experience a loss in annual wages. Additionally, such employees may request use of vacation time on Presidents' Day, pursuant to the terms of Article VII, Vacations.

If any other district employee group is granted a paid holiday on Presidents' Day during the term of this agreement, the Association may seek to reopen this agreement to negotiate the same paid holiday in exchange for a savings offset elsewhere in the contract.

\*Secretaries working in the Library shall be given comparable day off during that week.

\*\*Dates of observance subject to change.

## ARTICLE X

### REST PERIODS

- 10.01 All secretaries shall be allowed a rest period away from the desk for each four (4) hour work period, for a period not to exceed fifteen (15) minutes each time.
- 10.02 This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

## ARTICLE XI

### INSURANCE PROTECTION

- 11.01 Flexible Benefit Plan:  
The following benefits will be provided in accordance with Section 125 IRC and the Michigan School Code M.S.A. Section 41255.

A. Secretaries may upon written application select from the health insurance plans listed below:

- (1) Blue Care Network/Health Central, (High Option)
- (2) MESSA Super Care I.

The Board's contribution shall be 100% of the monthly premium for the Super Care I program. The cost to the Board for Health Central shall not exceed the cost of the monthly premiums offered in (2) above.

As an alternative to the medical insurance coverage described, above, the Board may initiate during the term of this agreement, a new health insurance benefit program. Both the implementation and the continuation of any such new health insurance program shall be at the discretion of the Board during the term of the agreement. Participation in such new program by bargaining unit members shall be voluntary. Upon implementation of such a program, a special conference may be initiated by the Board or the LAES to explore its terms.

B. Employees not electing option "A" benefits will receive \$45.00 per month in cash.

C. Employees electing either option "A" or "B" may purchase other MASA-SET tax exempt options on a salary reduction arrangement.

- 11.02 Part-time Secretarial Employees (4 or 5 hours):  
Part-time secretarial employees are eligible to participate in the flexible benefit plan provided above. The Board's contribution shall be 50% of the amount provided to full-time employees.

- 11.03 Employees wishing to purchase a Tax Sheltered Annuity (Section 403-B IRC) may do so through any of the Board approved carriers including the SEG/Prudential T.S.A. Program by a Salary Reduction Agreement between the Lansing School District and the employee.
- 11.04 Dental Care Insurance Plan:
- A. The Board shall provide Delta Dental Plan of Michigan (Plan D) for all full-time secretarial employees.
  - B. Employees must work thirty (30) or more hours per week to be eligible for Dental Insurance.
- 11.05 Vision Care
- Vision care will be provided to all employees and their dependents (children 19 to 25 are covered provided they are full time students or meet Federal IRS rules for dependency).
- Coverage: The vision reimbursement plan will pay 80% of reasonable and customary services for examinations, frames, lens, or contact lens following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye.
- Contact lens for cosmetic purposes are not covered. However, if the insured individual chooses contacts in lieu of glasses, an allowance of \$80.00 will be made towards their cost, including examinations.
- The vision care benefit will be provided once in the 12 month policy year for eligible persons.
- 11.06 The Board reserves the right to substitute another carrier for any of the above insurance benefits if it would be economically advantageous, providing the current level of benefits are maintained or improved, and providing that the Board has advised the Association of proposed changes and has responded to the Association's concerns and questions before changes are effected.

## ARTICLE XII

### LEAVES OF ABSENCE

- 12.01 Leave of Absence for Reasons of Health  
Any secretary whose personal illness extends beyond the period compensated under Article VI (Compensable Leave) and accumulated vacation time shall be granted a leave of absence without pay for such a period of time which in accumulation with absence with paid sick leave and accumulated vacation time shall not exceed one year. One

additional year may be granted by mutual agreement between the LAES and the Board. (Secretaries with less than one year of service will be eligible for a leave under this provision which does not exceed the length of their employment with the District.)

Upon return from such leave, a secretary shall be assigned to the same position, or a position of like nature, if available. Before the secretary returns from such a leave of absence, the Board may require a certificate of good physical and mental health.

12.02 Leave of Absence for Illness in the Immediate Family (as defined in Compensable Leave Article)

Any secretary who, due to illness in the immediate family which necessitates that the secretary be away from the work station for an extended period of time shall be granted a leave of absence without pay not to exceed six (6) months. In cases involving terminal illness, secretaries with at least one year of service may request a leave extension of six (6) additional months.

12.03 Maternity Leave (without pay)

- a. If the secretary desires a leave of absence, the secretary must file a written request with the Personnel Office at least thirty (30) days prior to the anticipated date of such leave.
- b. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
- c. After the termination of pregnancy, the secretary shall be permitted to return from leave. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the secretary must provide a physician's certification that the secretary is physically sound and able to perform all normal duties of the secretary's position. The Board may choose at its option and expense to have the secretary examined by the Board's physician prior to the secretary's return to work.
- d. Section 12.06 of this Article shall not be applicable to maternity leaves.

12.04 Adoptive Leave

Any secretary may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by



the adoption agency, the secretary desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the secretary assumes custody of the child and shall continue for a stated period not to exceed one year. (Secretaries with less than one year of service will be eligible for a leave under this provision which does not exceed the length of their employment with the District.)

12.05 Military Leaves of Absence

Secretaries who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted and all accumulated compensable leave acquired prior to entry into the service will be reinstated. Military Leaves of Absence, and credit on the salary schedule shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment. The provisions set forth in other sections of this Article shall not be applicable to this section.

12.06 Notification of Return from Leave of Absence

A secretary returning from a leave of absence must notify the Personnel Office at least one (1) month before the expiration date of the leave or the date of return in order to permit planning, scheduling, and placement. Failure to do so shall be considered as a voluntary quit. No secretary on a leave of absence shall be guaranteed a return to his/her former position. Reasonable attempts shall be made to place the secretary in a position commensurate with the secretary's training and experience.

12.07 Leaves for Other Purposes

- a. Jury Duty - The secretary who receives a jury duty interview and appearance notice must notify the Personnel Office within one (1) school day of such notice. If any secretary is summoned and reports for jury duty, the secretary shall be paid the difference between the amount received as a juror and the normal week's pay, provided the secretary is available for work within the regular work schedule when not occupied for jury duty. It is understood and agreed that a secretary shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the secretary must furnish the employer with a written statement from the appropriate public official

listing the amount and the dates the secretary received pay for jury duty. Any secretary found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action. Said disciplinary action is not subject to the Grievance Procedure.

- b. Witness Duty - A leave of absence with full pay not chargeable against the secretary's sick leave shall be granted for a court appearance when subpoenaed as a witness in any case connected with the secretary's employment or the school, provided the secretary is not a plaintiff in the suit and provides to the school district a copy of the subpoena and any sums received as subpoena fees. The secretary may retain all mileage reimbursement fees.
- c. Association Leave - Leaves of absence with or without pay may be granted for Association duties by the mutual consent of the LAES Executive Board and the Chief Administrator for personnel matters and/or designee.
- d. Miscellaneous - Leaves of absence without pay may be granted for other reasons deemed appropriate, provided they do not exceed one (1) year.
- e. Parental Leave - A parental leave of absence shall be granted upon the following conditions:
  - (1) The leave shall be for a stated period not to exceed one (1) year (or the length of the secretary's employment, whichever is shorter).
  - (2) Upon completion of the leave, the employee will return to a level position from which the secretary left provided there is one available and provided the secretary meets the minimum qualifications of the position.
  - (3) Should there be no appropriate level position available the employee will continue on parental leave until such time as an appropriate level position opens for which the employee is qualified. At that time the employee must return to work or be terminated.
  - (4) During this parental leave, the employee will be allowed to serve as a substitute secretary.
- f. Family and Medical Leave Act of 1993 - The Board shall extend such additional considerations and benefits to secretaries as are required by the Family and Medical Leave Act. If a secretary takes

advantage of the benefits of the law, the Board may require the employee to use all or part of his/her compensable leave bank during the leave.

#### ARTICLE XIII

##### LONGEVITY

- 13.01 Longevity payments shall be paid in a lump sum on the first pay period in December of each year.
- 13.02 Longevity payments will be made to each employee according to the following schedule based on the years of service with the employer as of December 1st of any given year. Longevity shall not be prorated except in the case of death or retirement.
- |    |  |       |
|----|--|-------|
| a. | After five years through nine years            | \$325 |
| b. | Beginning ten years through fourteen years     | \$505 |
| c. | Beginning fifteen years through nineteen years | \$685 |
| d. | Beginning twenty years and over                | \$865 |

#### ARTICLE XIV

##### LAYOFF AND RECALL DEFINED

- 14.01 Layoff is defined as a reduction in the work force.
- (a) The Association will be given not less than thirty-six (36) hours notice of intent to layoff and will be given the opportunity to immediately discuss the circumstances with the employer.
- (b) A secretary shall be given at least fifteen days notice of layoff. Secretaries, subsequently displaced, if any, shall be notified of such displacement as soon as practicable but not less than one working day after the more senior secretary has exercised the right to displace.
- 14.02 In any reduction of the secretarial staff, an employee will be provided the opportunity to use bargaining unit seniority as follows:
- (a) First, to displace the least senior person in a position at the same level, provided
- (1) the secretary possesses the necessary ability to perform the work adequately, with minimal instruction and
  - (2) the secretary displaced is junior in bargaining unit seniority.
- (b) Second, in the event the member is unable to displace another at the same level, to displace the least

senior person in a position at the next lower level, provided

- (1) the secretary possesses the necessary ability to perform the work adequately, with minimal instruction and
- (2) the secretary displaced is junior in bargaining unit seniority.

(c) Third, the use of seniority set forth in (b) may be repeated at each succeeding lower level.

Any secretary who is displaced may use bargaining unit seniority in the same manner.

Upon notification of layoff or displacement, the secretary will be advised as to the position under (a), (b) or (c) above to which displacement rights may be exercised.

The use of bargaining unit seniority to displace another employee must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

14.03 Secretaries on layoff shall retain their seniority for a period of two years or length of seniority in the bargaining unit on the date of layoff, whichever is shorter. Those secretaries having the greatest seniority shall be recalled first.

14.04 At each layoff, or recall following layoff, the Board may designate certain individual secretaries, for the purpose of affirmative action, whose services are required under the special circumstances then existing. Such secretaries may be retained in, or recalled to service, regardless of their seniority. At any one time, special circumstances shall not effect more than ten percent (10%) of the secretaries and shall be discussed at a special conference prior to implementation.

#### ARTICLE XV

#### RESIGNATION

15.01 Any secretary desiring to resign shall file a letter of resignation with the Personnel Office at least ten (10) working days prior to the effective date.

15.02 Any secretary who resigns from his/her position in the manner described in Paragraph 15.01 of this Article maintains the secretary's right to earned vacation time and earned longevity pay.

ARTICLE XVI

RETIREMENT

Note: Board of Education Policy #4218

- 16.01 All employees are covered under the Michigan Public School Employees Retirement System. Retirement in the district shall be governed by the policy of the Board of Education.

ARTICLE XVII

RETIREMENT PAY

- 17.01 Having reached the age requirements of the Michigan Public School Employees Retirement Plan and having completed at least ten (10) years of service with the Lansing School District, or upon death, the employee or beneficiary shall receive a lump sum payment computed by multiplying the employee's daily rate by fifty percent (50%) of accumulated sick leave days, but not to exceed \$1,500.

ARTICLE XVIII

WORKER'S COMPENSATION

- 18.01 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first seven (7) days following the date of injury.

Beyond the seventh day, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a prorata basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

- 18.02 All on-the-job accidents or injuries must be immediately reported to the on-duty departmental supervisor.

## ARTICLE XIX

### INCLEMENT WEATHER

- 19.01 When it is necessary for the Superintendent of Schools to close schools because of inclement weather, every effort shall be made to make such public announcement by 6:30 A.M.
- 19.02 On days when schools must be closed because of inclement weather, all secretaries should report to assigned stations at the regular time or as soon thereafter as safe travel conditions will permit. Secretaries who are unable to report to work shall notify their immediate supervisor at the earliest practicable time. Absences or delays in reporting to work on such days shall not result in deduction from sick leave, personal leave or salary.
- 19.03 The Chief Administrator in each building shall be authorized to excuse secretaries on an individual basis from completing the normal work day when weather conditions cause such action to be advisable.
- 19.04 Inclement Weather
- a. Effective after August 1, 1987: Employees scheduled to work less than 52 weeks and who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities (such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities) will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.
  - b. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits" during the school year associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as state above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned

for the school year had there not been scheduled days of instruction cancelled for such reasons.

## ARTICLE XX

### PROTECTION OF SECRETARIES

- 20.01 Any case of employment-related assault upon a secretary, during working hours or arising out of an employment situation, shall be immediately reported to the Board of Education or its designated representative. The Board shall provide legal counsel to advise the secretary of the secretary's rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

## ARTICLE XXI

### CONFERENCES AND WORKSHOPS

- 21.01 Secretaries will be granted released time with pay for attending the following:
- a. Michigan Association of Educational Office Personnel meetings. One meeting each year. There shall be ten (10) representatives which shall include the President and immediate Past President of the LAES.
  - b. Michigan Library Association meetings. One meeting per year. No more than three (3) representatives eligible in any one year.
  - c. Two Educational Secretarial Workshops. The Board shall pay \$65.00 of the expenses of each representative. Five representatives of the LAES may attend each workshop.
  - d. Request for deviation of the above shall be made to the chief administrator for personnel matters and/or designee.
- 21.02 A secretary to be eligible to attend any of the above conferences or workshops must have the approval of the immediate supervisor prior to submitting a written request to the officers of the LAES. Final approval rests with the chief administrator for personnel matters and/or designee.

## ARTICLE XXII

### SPECIAL CONFERENCES

- 22.01 Special conferences for important matters will be arranged between the LAES President and the chief administrator for personnel matters and/or designee, upon the request of

either party. Such meetings shall be between the LAES representatives and representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.

- 22.02 Whenever possible, conferences shall be held between the hours of 7:00 P.M. and 11:00 P.M. If conferences are called by the Board at other hours, the members of the LAES shall not lose time or pay for time spent in such special conferences.

### ARTICLE XXIII

#### GRIEVANCE PROCEDURE

- 23.01 **Definition**  
A claim by an employee or the LAES that there has been a violation or misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- 23.02 **Representation**  
At any stage of the grievance procedure, an employee is entitled to have LAES representation present.
- Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the LAES, if the adjustment is not inconsistent with the terms of this Agreement, providing that the LAES has been given opportunity to be present at such adjustment. However, only the LAES has the authority to carry a grievance to arbitration.
- 23.03 **Time Limits**
- a. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.
  - b. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
  - c. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be



deemed a withdrawal of the grievance and shall bar further appeal.

- d. Time limits may be extended in any specific instance by mutual agreement in writing.

23.04

Procedure

In handling and processing a grievance, the following procedure shall apply:

- Step One: Within ten (10) working days of the time a grievance occurs, the employee, with or without LAES representation, will present the grievance to the immediate administrator with the objective of resolving the matter informally. Within three (3) working days after presentation of the grievance, the administration shall respond to the employee. In order to be considered a grievance discussion, the employee and/or union representative must so advise the administrator during the meeting.
- Step Two: If the grievance is not resolved at Step One, the employee must within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance." The "Statement of Grievance" shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the facts giving rise to the grievance, identify all employees known to be affected or on whose behalf the grievance is being submitted, and shall indicate the relief requested.
- The administrator shall give the employee or the LAES an answer in writing no later than five (5) working days after receipt of the written grievance.
- Step Three: If the grievance is not resolved at Step Two, the employee must submit the grievance within five (5) working days to the chief administrator for personnel matters and/or designee. Within ten (10) days of receipt of such grievance, the chief administrator for personnel matters and/or designee shall meet with a representative of the LAES and the aggrieved to discuss the issue. A written answer shall be given to the LAES

representative within five (5) working days after such meeting.

**Step Four:** If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the LAES, provided written notice of the request for submission to arbitration is mailed to the Board and the American Arbitration Association (or mutually selected arbitrator, if applicable) within fifteen (15) working days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing.

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

23.05

#### Powers of the Arbitrator

- a. It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to establish or alter salary schedules.
  3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
  4. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the Arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a

policy document or an action by the insurance company.

5. The Arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the Arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
  6. The Arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the LAES or the Board during the first three steps of the grievance procedure.
- b. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - c. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be binding on the LAES and the Board.
  - d. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

23.06 General Grievance Information

- a. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- b. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- d. A LAES grievance report form can be obtained from a LAES representative.
- e. No decision in any one case shall require a retroactive wage adjustment in any other case.
- f. No grievance shall be filed for or by any employee after the effective date of resignation.

- g. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- h. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- i. In the event the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, when such order does not involve unsafe acts.
- j. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the LAES representative.
- k. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
- l. If a grievance is filed by the LAES, it may be processed initially at Step Three.

#### ARTICLE XXIV

##### ASSOCIATION DUES AND SECURITY

- 24.01 Secretarial employees may authorize deduction of monthly membership dues/fees by signing the Authorization of Dues/Fees Deduction Form.
- 24.02 During the life of this Agreement and in accordance with the terms of the Dues/Fees Deduction Form, the Board agrees to deduct only membership dues/fees from the pay of each secretarial employee who executes or who has executed the Dues/Fees Deduction Form and filed the same with the Board. The Board shall be entitled to rely solely on the written notice of the President of the LAES, as to the amount to be deducted from the employee's wages and the secretarial employees from whom such deductions are to be made; provided that the Dues/Fees Deduction Form shall be given to the Payroll Department at least three (3) weeks prior to the pay day of which deductions are to be made, and provided deductions for dues/fees shall not supersede any legally required deductions and the Board shall not be required to make any check-off for dues/fees if the secretarial employee's pay is not sufficient to cover the dues/fees in any pay period.
- 24.03 Accompanying the transmittal of monies deducted, the Board shall send a list of secretarial employees who have had monies deducted from their pay, the amount deducted from

each secretarial employee and any other pertinent information necessary to administer this Article.

- 24.04 Deductions under all properly executed Dues/Fees Deduction Forms shall become effective at the time the authorization is signed by the secretarial employee and shall be deducted from the first pay period of the month, September through June.
- 24.05 A secretarial employee shall cease to be subject to check-off dues/fees for this unit beginning with the month immediately following the month in which the secretary is no longer a member of the bargaining unit. LAES will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
- 24.06 The LAES agrees to reimburse the Board \$25 for the cost incurred in administering this Article.
- 24.07 Employees covered by this Agreement at the time it becomes effective, and who are members of the LAES at that time, shall be required as a condition of continued employment, to continue membership in the LAES for the duration of this Agreement.
- 24.08 Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the LAES, or pay to the LAES each month a service charge in an amount properly determined by the LAES.
- In the event a secretary shall not pay such service fee directly to the LAES or authorize payment thereof through payroll deduction, the LAES may enforce payment against the secretary through a collection action in an appropriate court of competent jurisdiction.
- 24.09 Employees shall be deemed to be members of the LAES within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this Article if they are not more than thirty (30) days in arrears in payment of the service fee.
- 24.10 Employees who fail to comply with the requirements of this Article, and who have been found to be in arrears by a court of competent jurisdiction, will be discharged by the Board within thirty (30) days after receipt of written notice to the Board from the LAES.

24.11 LAES agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's compliance with this Article of the Agreement.

The Association will certify at least annually to the Board the amount of said fees to be deducted and certify that said fees include only those amounts permitted by the agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the representation service fees.

In the event the Association fails to provide certification or information referred to in this section, the Board shall have the right, upon one week's notice to the Association president, to discontinue all involuntary dues deductions for representation service fees contained in this article until such time as the Association has fully complied with the provisions of this contract.

#### ARTICLE XXV

##### ASSOCIATION AND SECRETARY RESPONSIBILITIES

- 25.01 All employees shall fully, faithfully, and properly perform the duties of their employment.
- 25.02 All LAES materials intended for distribution or display on any property under the management of the Board shall be identified as LAES material before display or distribution.
- 25.03 In cases of absence, the secretary shall notify the secretary's immediate supervisor.
- 25.04 All secretaries in the Lansing School District must comply with the Board policy which requires that an employee furnish evidence of freedom from communicable tuberculosis. Failure to provide such statement to the Personnel Department shall result in automatic disqualification and suspension without pay, for a reasonable period to obtain the test. Failure to comply within a reasonable time may result in disciplinary action.

- 25.05 No secretary will engage in LAES activities during employee working hours.

#### ARTICLE XXVI

##### DISCIPLINE OF SECRETARIES

- 26.01 No secretary shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein and shall begin at step three. It is understood that the Board's decision to discharge or discipline a probationary employee for other than LAES activity is not subject to the grievance procedure. It is further understood that reduction in work week days or hours, or layoffs or reclassification is not within the meaning of discipline.
- 26.02 Disciplinary action shall be defined as the administration of any written reprimand, suspension or discharge.
- 26.03 A secretary shall be entitled to have present a representative of the LAES for any disciplinary action.
- 26.04 Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the secretary's personnel file, and a copy thereof given to the secretary.
- 26.05 After a period of two years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the secretary in matter of promotion, transfer or job status.
- 26.06 Whenever feasible, the employer shall establish an improvement plan in lieu of discipline where the employee's work performance is at issue.

#### ARTICLE XXVII

##### CONTINUITY OF OPERATIONS

- 27.01 The LAES agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a secretary from the secretarial position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the secretary's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- 27.02 In the event of any action in violation of the foregoing, the LAES agrees to post notices immediately at any or all

schools affected or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the LAES and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Association, further, will use every other means at its disposal to assist in the immediate termination of such activity.

- 27.03 The LAES will not directly or indirectly take reprisals against a secretary who continues, or attempts to continue, his/her secretarial duties, or who refuses to participate in any of the activities prohibited by this Article.
- 27.04 The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

#### ARTICLE XXVIII

##### ASSOCIATION AND SECRETARY RIGHTS

- 28.01 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretarial employee of the Board shall have the right freely to join and support the LAES for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power covered by the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.
- 28.02 The LAES and its members shall have the right to use school facilities for LAES meetings during times when the building is serviced by the custodial staff upon approval of the Building Administrator. Reasonable use of existing bulletin boards may be made by the LAES.
- 28.03 Duplication equipment shall be made available to the LAES provided that:
- a. All such use shall be only when such equipment is not in use or needed for use, for educational or instructional purposes.
  - b. Request is made and use is arranged for in advance.
  - c. The use is strictly to service the official business of the LAES, such as records, notices, correspondence, etc.



- d. The purpose is for internal business use of the LAES and is not for public distribution.
- 28.04 The LAES agrees to pay at school cost for all materials used for its purposes.
- 28.05 Telephone facilities shall be made available to secretaries for their reasonable use. Long distance calls shall be made only in emergencies, with the prior approval of the supervisor, and at the secretary's expense, if personal.
- 28.06 The Board agrees to furnish to the LAES, in response to reasonable requests, Board adopted information concerning the financial resources of the district, and such other information as will assist the LAES in developing intelligent, accurate, informed and constructive proposals on behalf of the secretaries.
- 28.07 Secretaries shall be entitled to full rights of citizenship.
- 28.08 A. Officers of the LAES  
The Board shall grant an overall total of ten (10) leave of absence days without pay for the purpose of performing duties of the LAES. The LAES President must give written notice for this request as early as possible, but in any event no less than three (3) days, to the Chief Administrator for personnel matters and/or designee and the immediate Supervisor of the affected secretary and no more than two (2) secretaries may be absent under this provision at one time.
- B. Beginning July 1, 1991, the Board shall grant the LAES President, or the President's designee, a total of eight (8) hours per month, in addition to the time in A., above, without loss of compensation, as release time to perform the LAES duties listed below. The LAES representative using this time shall provide at least three (3) days advance notice to the applicable supervisor, shall send notice to the chief administrator for personnel matters or designee, and shall secure the approval of the applicable supervisor before using such time. The LAES agrees not to abuse this provision and the Board agrees to not unreasonably deny requests to use this time off. Appropriate uses of this time include:
- (1) Investigation, resolution and processing of grievances;
  - (2) investigation of working conditions;
  - (3) conferring with Board Representatives regarding the administration of this agreement; and
  - (4) conferring with the Association attorney.

It is understood that this provision does not affect the practice of granting paid time off to LAES Representatives to work on joint Association/Board Committees or to meet with Board Representatives when invited. The times referenced in this section shall not accumulate from month to month.

28.09 Upon appointment with the Personnel Office, secretaries shall have access to their personnel files up to three times each year to review any document prepared by the secretary, progress evaluation forms prepared by the supervisor, and other miscellaneous documents and information which are not received as privileged or confidential. Such records will be made available at the Personnel Office and will not be removed from said office.

28.10 The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital or other legally protected status.

The Board and the LAES agree to informally seek resolutions to problems associated with allegations of discriminatory treatment due to legally protected status. However, if a satisfactory resolution is not reached using internal procedures other than Arbitration, the affected employee(s) will be responsible to individually pursue such charges through procedures under Federal, State or local law. This provision shall not be construed to create an obligation upon the Association to pursue such individual claims under Federal, State or local law.

#### ARTICLE XXIX

#### BOARD RIGHTS

29.01 It is expressly agreed that the Board reserves all responsibilities, powers, rights and authority vested by law and the Michigan Constitution except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:

- a. Manage and control its business, its equipment, and its operations.
- b. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
- c. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.

- d. Determine the services, supplies, and equipment necessary to continue its operations.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees, including health conditions.
- g. Determine overall goals and objectives as well as the policies affecting the educational programs.

#### ARTICLE XXX

##### NEGOTIATION PROCEDURES

- 30.01 Within ninety (90) days prior to the expiration of this Agreement the parties will meet to discuss any proposed ground rules. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.
- 30.02 In any negotiations described in this Article, neither Party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the LAES, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 30.03 This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

#### ARTICLE XXXI

##### MISCELLANEOUS PROVISIONS

- 31.01 This Agreement shall supersede any rules, policies, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

- 31.02. Existing personnel policies pertaining to personnel in this bargaining unit shall be subject to change only after consultation with the Executive Board of the LAES.
- 31.03 Copies of this Agreement shall be presented to all secretaries now employed or hereafter employed by the Board.
- 31.04 If any provision of this Agreement or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 31.05 If an error is made in the calculation of a secretary's salary which results in underpayment, the School District shall be liable for the shortage. If an error should be made which results in overpayment to the secretary, the secretary shall be obligated to repay the School District. Such liability on the secretary and the School District shall be limited to each fiscal year.
- 31.06 When a bargaining-unit member assigned to a particular occupational index and class and/or the LAES believes that significant changes in the responsibilities of that assignment have taken place, consideration of the reclassification of the assignment by the Reclassification Committee may occur. The Reclassification Committee will meet to review the possible reclassification of an assignment upon receipt of an Employee Classification Form and in accordance with Guidelines for Filing a Classification Review Request and Operation of the Reclassification Committee. Any changes in the Guidelines for Filing a Classification Request and Operation of the Reclassification Committee are subject to the mutual consent of the parties.
- 31.07 When bargaining unit members dispense medication to students it shall be in accordance with Administrative Regulation No. 5141.2. Bargaining unit members shall not be required to administer medication by injection unless a life-threatening situation such as a bee-sting allergy requires the use of a pre-arranged antidote by injection and no administrator is available to administer the injection.

The parties will form a committee during the 1993-96 contract term to review the current administrative regulation on distribution of medication, and to recommend any desirable changes to the Superintendent.

31.08 Bargaining unit members shall not be charged with school disciplinary responsibilities on an on-going basis nor shall they be required to administer disciplinary punishment to pupils but shall have adult responsibilities in connection with student behavior.

31.09 New computer programs initiated and implemented by CIS and/or the State of Michigan that become part of the bargaining unit employees' responsibility should be added to their respective job descriptions and the District shall provide appropriate training with regard to the implementation of the program. It is understood that employees provided such training will be expected to use the skills they are taught, if requested to do so within a reasonable period after the training opportunity.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993 and shall continue in effect through June 30, 1996. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

LANSING ASSOCIATION OF  
EDUCATIONAL SECRETARIES

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiations Chairperson

\_\_\_\_\_  
Dated

APPENDIX A

Lansing Association of Educational Secretaries

SALARY SCHEDULE

|           | 1993-94 |        |        |        |        |
|-----------|---------|--------|--------|--------|--------|
|           | Step 1  | Step 2 | Step 3 | Step 4 | Step 5 |
| Level V   | 10.47   | 11.02  | 11.56  | 12.15  | 12.76* |
| Level IV  | 10.01   | 10.47  | 11.02  | 11.56  | 12.15* |
| Level III | 9.53    | 10.01  | 10.47  | 11.02* |        |
| Level II  | 9.07    | 9.53   | 10.01  | 10.47* |        |
| Level I   | 8.64    | 9.07   | 9.53*  |        |        |

The 1993-94 salary schedule shall be implemented retroactively to July 1, 1993 for those bargaining unit members employed on the date the contract is ratified.

The parties will reopen negotiations to determine the salary schedules for 1994-95 and 1995-96, during the fall of 1994.

\*All employees that have held the top step of their wage classification for five (5) or more years will be paid professional experience pay ("PEP Step") of an additional \$.10 per hour over the applicable top step rate.

APPENDIX B

LANSING SCHOOL DISTRICT

OCCUPATIONAL INDEX TO CLASSES

|       |                                     |
|-------|-------------------------------------|
| *0102 | Secretary I                         |
| 0103  | Secretary II                        |
| 0104  | Secretary III                       |
| 0105  | Secretary IV                        |
| 0202  | Financial Transactions Clerk I      |
| 0203  | Financial Transactions Clerk II     |
| 0204  | Financial Transactions Clerk III    |
| 0302  | Personnel/Student Records Clerk I   |
| 0303  | Personnel/Student Records Clerk II  |
| 0304  | Personnel/Student Records Clerk III |
| 0305  | Personnel/Student Records Clerk IV  |
| 0401  | Library/Media Clerk I               |
| 0402  | Library/Media Clerk II              |
| 0403  | Library/Media Clerk III             |
| 0504  | Library Technician I                |
| 0505  | Library Technician II               |
| 0602  | Data Entry Clerk I                  |
| 0603  | Data Entry Clerk II                 |
| 0701  | Office Services Clerk I             |
| 0702  | Office Services Clerk II            |

\*The fourth number indicates the level

## APPENDIX C

### Operation of the Reclassification Committee

#### Purpose

The purpose of the Reclassification Committee is to approve or deny requests by individuals and/or the LAES for the reclassification of assignments in which it is believed that job responsibilities have undergone a significant change.

#### Composition

Annually, the LAES and the LSD each shall provide three representatives who are employees of the school district to serve on the Reclassification Committee. A committee member shall serve as chairperson to be selected by other members of the Reclassification Committee.

#### Format

Within a reasonable period of time after the receipt of a completed Employee Classification Form filed by either a bargaining-unit member or the LAES, the Reclassification Committee will convene to review the request. Decisions of the Committee are final and are not subject to the grievance procedure.

#### Voting

Based on a careful review of the responsibilities inherent in a particular assignment, each member of the Reclassification Committee shall vote to approve or deny a request for reclassification. Voting on proposed classification matters shall be by secret ballot in accordance with procedures established by the committee. A majority of Reclassification Committee members voting in favor of a reclassification is required for approval. In the event of tie votes where the LAES has initiated or joined in the request, approval and denial of reclassification will alternate with the first tie vote resulting in approval of the reclassification and the second tie vote resulting in denial of the reclassification and so forth. All other tie votes shall result in a denial of the request. If more than one reclassification decision is to be considered by the committee at one session the order of consideration shall be on a random basis.

#### Ceiling

Assignments may not be considered by the Reclassification Committee more than once in any single year. No more than five assignment reclassifications may be approved during any single year of this Agreement (July 1 to June 30). Reclassifications occasioned by a reorganization or creation of a new position shall not be counted for this purpose.



APPENDIX D

MEMORANDUM OF UNDERSTANDING

between the

Lansing Association of Educational Secretaries, LAES  
and the

Lansing School District Board of Education, District

The LAES and the District agree that Section 7.02, Leave Days with Pay, shall be applied in the following manner. Employees utilizing a leave day with pay shall be charged a minimum of two (2) hours leave time for each chargeable event. Furthermore, time used beyond two (2) hours shall be charged as actually used rounded to the nearest quarter hour. Thus, by way of example, an employee utilizing 1-1/2 hours leave time shall be charged 2 hours; an employee using 2-1/2 hours shall be charged 2-1/2 hours; and an employee using 5 hours and 10 minutes leave time shall be charged 5 hours and 15 minutes.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Dated

\_\_\_\_\_  
For the LAES

\_\_\_\_\_  
Dated

APPENDIX E

MEMORANDUM OF UNDERSTANDING  
between the  
Lansing Association of Educational Secretaries, LAES  
and the  
Lansing School District Board of Education, District

When the building principal is notified by parents that a student requires immediate treatment for bee-sting allergy through injection, the district shall provide training in the proper administration of the injection to school office staff including secretarial personnel.

Additionally, if the bee sting kit prescribed by the physician is not the automatic injection type (epi-pen, etc.) the district shall contact the physician in writing encouraging the prescribing of the automatic injection type kit if medically appropriate.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Dated

\_\_\_\_\_  
For the LAES

\_\_\_\_\_  
Dated

