

6/13

6/30/2004

**COLLECTIVE BARGAINING
AGREEMENT**

between

LAKE SHORE PUBLIC SCHOOLS

and

**LAKE SHORE ASSOCIATION
OF
EDUCATIONAL SECRETARIES**

Lake Shore Public Schools

ST. CLAIR SHORES, MICHIGAN

JULY 1, 1999 -- JUNE 30, 2004

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

<u>ARTICLE</u>			<u>PAGE</u>
<u>ARTICLE I - RECOGNITION</u>			1
Sec.	1.	Purpose	1
Sec.	2.	Definitions	1
Sec.	3.	Recognition of Association	2
Sec.	4.	Scope of the Agreement	2
Sec.	5.	Distribution of Agreement	2
Sec.	6.	Health Requirements	2
Sec.	7.	Educational Requirements	3
Sec.	8.	Consolidation	3
<u>ARTICLE II - ASSOCIATION MATTERS</u>			3
Sec.	1.	Association Use of School Rooms	3
Sec.	2.	Access to Board Information	3
Sec.	3.	Conduct of Association Business	3
Sec.	4.	Special Conferences	4
Sec.	5.	Dues Deduction and Representation Fee	4
Sec.	6.	Agency Shop	4
Sec.	7.	Concerted Activities	5
Sec.	8.	Creation of New Positions and Re-Classification of Positions	6
<u>ARTICLE III - PROBATIONARY EMPLOYEES</u>			6
Sec.	1.	Probationary Employees	6
<u>ARTICLE IV - GENERAL PROVISIONS AFFECTING EMPLOYMENT</u>			7
Sec.	1.	Employee Responsibility	7
Sec.	2.	Employee Evaluation	7
Sec.	3.	Discipline and Discharge	7
Sec.	4.	Open Personnel File	8
Sec.	5.	Confidential Information	8
Sec.	6.	Employee Classifications	9
Sec.	7.	Transfer of Employees	10
Sec.	8.	Seniority	15
Sec.	9.	Layoff and Recall	16
Sec.	10.	Conference-Workshop Allocation	17
Sec.	11.	Rights of Assault	18
Sec.	12.	Help for Unpacking Shipments	18
Sec.	13.	Upgrading of Skills and Abilities	18
Sec.	14.	New Positions Outside of the Unit	19
Sec.	15.	Assuming a New Position	19
Sec.	16.	Qualifications	19

<u>ARTICLE V - EMPLOYEE'S WORK SCHEDULE AND VACATIONS</u>			19
Sec.	1.	Working Hours	19
Sec.	2.	Holidays and Work Schedules During Christmas and Easter Recess	21
Sec.	3.	Vacations	22
<u>ARTICLE VI - LEAVES OF ABSENCE, SICK AND EMERGENCY LEAVE AND OTHER LEAVES</u>			24
Sec.	1.	General Leave	24
Sec.	2.	Pregnancy and Child Care Leave of Absence	24
Sec.	3.	Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave	25
<u>ARTICLE VII - EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS</u>			28
Sec.	1.	Employee Compensation	28
Sec.	2.	Longevity Pay	29
Sec.	3.	Pay Periods	29
Sec.	4.	Overtime Pay Rate and Compensatory Time	29
Sec.	5.	Insurance Benefits; Tuition Reimbursement	30
Sec.	6.	Severance Pay	34
Sec.	7.	Tax Sheltered Annuities	35
<u>ARTICLE VIII - GRIEVANCE PROCEDURE</u>			36
Sec.	1.	Definition	36
Sec.	2.	Procedure	36
Sec.	3.	General Provisions	38
<u>ARTICLE IX - DURATION, SEVERABILITY, AND AUTHORITY</u>			39
Sec.	1.	Duration of Agreement	39
Sec.	2.	Severability	40
Sec.	3.	Authority of the Board	40
<u>ARTICLE X - MAILING ADDRESS FOR NOTICES</u>			40
Sec.	1.	Mailing Address for Notices	40
<u>ARTICLE XI - RATIFICATION</u>			41
Sec.	1.	Ratification	41
<u>APPENDIX A</u>			42
1999 -2002 SALARY SCHEDULE			42
<u>LSAES SALARY CLASSIFICATION</u>			43
<u>APPENDIX B</u>			44

COLLECTIVE BARGAINING AGREEMENT

LAKE SHORE BOARD OF EDUCATION LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

THIS AGREEMENT entered into this 1st day of July, 1999, between the Board of Education of the LAKE SHORE PUBLIC SCHOOLS, hereinafter called the **BOARD**, and the LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES, hereinafter called the **ASSOCIATION**.

ARTICLE I

RECOGNITION

Section 1. Purpose

The parties hereby enter into this agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965.

Section 2. Definitions

- (A) **BOARD** shall mean the Board of Education of the Lake Shore Public Schools, its successors or assigns.
- (B) **ASSOCIATION** shall mean the Lake Shore Association of Educational Secretaries.
- (C) **EMPLOYEE** shall mean any member of the bargaining unit.
- (D) **ADMINISTRATOR** shall mean any employee of the **BOARD** who is not a member of the bargaining unit who holds a supervisory or administrative position.
- (E) In the construction of the words used in this agreement, whenever the singular number is used it shall include the plural. The pronouns and relative words used in this agreement, are written in the feminine and singular but shall be understood to include the masculine and plural.
- (F) **SCHOOL YEAR** shall mean when teachers and students are in session.
- (G) **WORK YEAR** is 45, 46, 47, or 52 weeks.
- (H) **FISCAL YEAR** shall mean July 1 through June 30.

Article I

Section 3. Recognition of the Association

The **BOARD** recognizes the **ASSOCIATION** as the sole and exclusive bargaining representative for all regularly employed full time and part time secretarial and clerical employees except for the non-unit secretaries and/or administrative assistants, substitute employees, and any other executive or supervisory positions now in existence or hereafter established by the **BOARD**. The **BOARD** agrees that it will not enter into any collective bargaining agreement with any secretary or clerk or any other organization on behalf of secretaries and/or clerks. The **BOARD** further agrees that during the term of this agreement it will not re-classify any existing position(s) within the unit to executive, supervisory, or confidential status, without prior bargaining on such matter with the **ASSOCIATION**.

Section 4. Scope of the Agreement

It is mutually agreed that this collective bargaining agreement represents the complete agreement between the parties, and any other matter outside of this agreement which has not been incorporated by reference herein shall not be deemed a part of such collective bargaining agreement.

Section 5. Distribution of Agreement

The **BOARD** shall prepare copies of this agreement for distribution by the **ASSOCIATION** to each employee covered hereby.

Section 6. Health Requirements

Each employee shall maintain a condition of health, including freedom from substance abuse, sufficient to permit her to successfully perform the express and implied duties of the position for which she is employed. The **BOARD** reserves the right to require a health examination for any employee, as the case may be, by such duly licensed physician as the **BOARD** may designate at its expense.

Employees suspected of being under the influence of alcohol, narcotics or other drugs may be required to submit to an examination, including a chemical analysis of blood and/or urine, through a district appointed clinic. Refusal to submit to such examination will be considered an admission of being under the influence of alcohol, narcotics or other drugs. Such an examination may only be required by the building principal, the Superintendent or their designee.

Current Health Department rules do not require routine T.B. testing of school employees. Therefore, the **BOARD** will not impose such a requirement for employees. In the event that such a rule or regulation would be restored, the **BOARD** and **ASSOCIATION** agree that the collective bargaining agreement will be amended to reflect the new rule or regulation.

Section 7. Educational Requirements

All employees hired after September 1, 1994 will be required to possess a high school diploma. A GED certificate will not be sufficient to meet this requirement.

Section 8. Consolidation

In the event the Lake Shore School District should consolidate with or be annexed to another school district, this agreement shall continue in full force and effect, until the date of its expiration, to the extent permitted by law.

ARTICLE II **ASSOCIATION MATTERS**

Section 1. Association Use of School Rooms

The **ASSOCIATION** may use available district facilities to conduct business meetings upon request to the appropriate administrator.

Section 2. Access to Board Information

The **BOARD** agrees to furnish the **ASSOCIATION**, upon request, such data as it may possess at the time concerning the financial resources of the District, cost of programs, and any other information upon a subject which the **BOARD** is obligated to bargain on, together with any written information it may possess which is relevant and material to the processing of any grievance.

Section 3. Conduct of Association Business

All **ASSOCIATION** business conducted during business hours will be in a manner that shall not interfere with the assigned duties of any employee. Such business will be done only if it cannot be delayed to non-business hours. In such cases the approval of the immediate supervisor will be obtained. Such business shall be conducted without the assistance of students or student co-ops.

Article II

Section 4. Special Conferences

The parties agree to meet during the school year to confer on matters of mutual concern. Such meetings will be held at a time and place that are acceptable to both parties. The agenda must be agreed upon in advance of the meeting, with the discussion limited to the items thereon. It is also understood that these conferences will not be used to circumvent the established grievance procedure or to effect an early opening of negotiations on the master contract.

Section 5. Dues Deduction and Representation Fee

- (A) The **BOARD** shall deduct **ASSOCIATION** dues/registration fees through payroll deduction for each employee whom the **ASSOCIATION** has a written authorization to do so, provided the **ASSOCIATION** certifies to the **BOARD** the name of each employee.
- (B) Such deductions shall continue until the employee, in writing, revokes authorization or their services with the District are terminated, whichever occurs first.
- (C) Such deductions shall be made on a bi-monthly basis in twenty-four (24) equal installments.
- (D) All deductions will be forwarded by the **BOARD** to the **ASSOCIATION'S** financial officer no later than seven (7) calendar days after such deductions are made.
- (E) The **ASSOCIATION** agrees to indemnify and save the **BOARD** harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the **BOARD** in reliance upon the certified lists furnished to the **BOARD** by the **ASSOCIATION** for the purpose of complying with any of the provisions of this section.

Section 6. Agency Shop

- (A) Within thirty (30) days after the commencement of employment or the commencement of the work year, whichever occurs later, each employee, as a condition of employment shall:
 - (1) Tender the current Association dues/representation fee to the **ASSOCIATION**, in such an amount as the **ASSOCIATION** may prescribe (but in no event shall such amount exceed the current monthly dues required of **ASSOCIATION** members).

Article II

- (B) After the conclusion of the prescribed time period the **ASSOCIATION** may certify to the **BOARD** the name of any employee who has failed to exercise one of the options set forth in (A) above. Such certification shall include a statement of the **ASSOCIATION'S** good faith attempt to inform the employee of the options available and of the employee's refusal to exercise either of them.
- (C) After receiving the **ASSOCIATION'S** certification the **BOARD** shall notify such employee, in writing, that her employment with the school district will be terminated in thirty (30) days. It is understood that payment or authorization of dues or the representation fee within the thirty (30) day period shall revoke the termination notice.
- (D) Any employee dismissed under the provisions of this section and who, at a later date, is re-hired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the **ASSOCIATION** when such employee left the district, provided that the **ASSOCIATION** certifies to the **BOARD**, not later than thirty (30) days after such employee's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the **ASSOCIATION'S** good faith attempt to collect the amount outstanding and of the employee's refusal to pay.
- (E) The **ASSOCIATION** agrees to indemnify and save the **BOARD** harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the **BOARD** for the purpose of complying with any of the provisions of this section.
- (F) This section shall take full force and effect on the effective date of an amendment of existing law which will authorize the agency shop. However, no employee will be dismissed for failure to pay to the **ASSOCIATION** any membership dues or representation fee which accrued prior to the effective date of this section (agency shop).

Section 7. Concerted Activities

The **ASSOCIATION** agrees that it will not encourage, support or condone any strike during the life of this agreement. The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment as set forth in Section 1 of the Public Employment Relations Act.

Article II / III

Section 8. Creation of New Positions and Re-Classification of Positions

The **BOARD** reserves to itself the prerogative of creating new positions and re-classifying positions, and such prerogative shall include establishing the duties that such unit positions shall carry. However, the **BOARD** agrees that before establishing any wages, hours, or other terms and conditions of employment for such unit positions, it shall bargain with the **ASSOCIATION** on such matters, provided it is obligated to do so by law.

ARTICLE III

PROBATIONARY EMPLOYEES

Section 1. Probationary Employees

- (A) New employees shall be on probation for the first 180 calendar days of their employment. The following provisions shall apply to all probationary employees:
- (1) There shall be no seniority among probationary employees.
 - (2) The **ASSOCIATION** shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
 - (3) The **BOARD** shall have sole discretion in matters of discharge and discipline of such employees which shall not be subject to the grievance procedure.
 - (4) Upon completion of the probationary period, an employee will be considered to have seniority computed from the first day of employment within the **ASSOCIATION**.
 - (5) Probationary employees may apply for any vacancy within the bargaining unit and such employee shall be subject to transfer and assignment in accordance with the applicable provisions of this agreement.

ARTICLE IV

GENERAL PROVISIONS AFFECTING EMPLOYMENT

Section 1. Employee Responsibility

It is mutually agreed that the educational quality of the school system reflects the ideals, motives, preparation and conduct of its employees. In discharging work responsibilities, each employee shall be responsible to her immediate supervisor and shall diligently and to the best of her ability perform required work responsibility and assignments and comply with the provisions of this contract and the rules and regulations and policies of the **BOARD** relative to the maintenance, management and carrying on of the schools of the district. When the administrator of a building is not present in the building, it is understood that an employee will not be responsible for the building beyond the normal scope of her duties.

Furthermore, the members of the **ASSOCIATION** involved in the dispensing and/or administering medication and/or medical treatment to students of the Lake Shore Public Schools, will be protected and covered by the district's language for insurance for the Lake Shore Public Schools, and **BOARD** policies/procedures

Section 2. Employee Evaluation

All Employees shall be formally evaluated on at least a biennial (every other year) basis in a manner prescribed by Board policy.

- (A) Evaluations shall include (but not be limited to) cooperatively developed goal statements for the employee.
- (B) The administrator responsible for evaluation shall hold a pre and post evaluation conference with the employee.
- (C) The administrator shall provide the employee with a copy of the evaluation and the original shall be placed in the employee's personnel file after it has been signed by the employee and the administrator. It is understood that the employee may attach a written response to this evaluation if desired.

Section 3. Discipline and Discharge

No secretary who has successfully completed the probationary period shall be reprimanded, discharged or otherwise reduced in rank or compensation without just cause. However, no discharge shall be considered final until the employee affected and, if she chooses, a representative of the **ASSOCIATION** have had an opportunity to discuss the reasons for such discharge with the employee's supervisor and the Superintendent's designee.

Article IV

Section 4. Open Personnel File

This provision shall apply to all materials placed in an employee's personnel file after initial employment by the Board. Such file shall be maintained in the Personnel Office under the following circumstances:

- (A) No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that she has read such material by affixing her signature to the actual copy to be filed, with the understanding that such signature merely signifies that she read the material to be filed and does not necessarily indicate agreement with its content.
- (B) The employee shall have the right to answer any material filed and their answer shall be attached to the file copy.
- (C) The employee may examine her file as to materials placed in such file after initial employment, and shall be permitted to reproduce any such material in the file.
- (D) Materials shall be removed from the personnel file if and when an employee's claim that such material is inaccurate is sustained through the grievance procedure.
- (E) Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in their personnel file. Each employee may provide an updated resume on an annual basis to be inserted in their personnel file.

Section 5. Confidential Information

- (A) It is understood by both parties that members of the bargaining unit have access to certain confidential information having to do with students, other employees, records, etc. that must not be released except to authorized personnel.
- (B) The immediate supervisor shall inform the employee(s) under his supervision as to those materials which should be considered as confidential and to whom the employee is authorized to give them.
- (C) It is further understood that confidential information shall not be discussed with other employees, citizens, students, state and city agencies, etc., unless there is authorization to do so.

Section 6. Employee Classifications

The parties recognize that certain positions shall be for less than a twelve-month period each year. The parties further recognize that on occasion it is necessary to employ additional personnel to perform the duties of an absent full time employee or otherwise to assist in performing the workload then existing. To distinguish these various classifications, the following definitions and provisions are agreed upon.

- (A) **Full Time Employee.** Any employee whose position has an annual work period of ten months or more on a regular work week and works 25 hours or more per week shall be considered a full time employee, and entitled to all fringe benefits under this agreement, provided that certain benefits such as sick leave and vacation shall be credited on a prorated basis correlated to the amount of time worked. It is understood that any person employed for a federally funded program on a regular basis and who works 25 hours or more per week shall also be considered a full time employee under this definition.
- (B) **Part Time Employee.** Effective 7-1-98, any part-time **ASSOCIATION** member who is employed on a weekly work period of less than 25 hours per week shall be considered a part-time employee and shall be entitled to group dental and optical insurance fully paid by the **BOARD**. Such employees will receive sick leave and vacation benefits credited on a pro-rated basis.
- (C) **Substitute Employees.** Any person employed on a daily basis shall be considered a substitute employee and not entitled to any benefits under the agreement. They shall be paid in accordance with the rates for such employment established by the **BOARD**. However, any person in this capacity for a period in excess of ninety (90) consecutive working days in the same position shall be deemed a full time employee and the probationary period in that classification shall begin at that point. Seniority, however, shall begin as of the first date of their continuous unbroken employment as a substitute and shall be entitled to all fringe benefits. This provision shall take effect on July 1, 1969 and shall not be retroactive prior to that date.
- (D) Employees hired under special programs funded by the Federal Government shall not be a part of the bargaining unit represented by the **ASSOCIATION**. Further, the **BOARD** shall not use persons employed under such programs to replace regular employees. Such employment shall be maintained within all the guidelines written for such programs.

Article IV

Section 7. Transfer of Employees

- (A) **TRANSFER** shall mean movement from one position to another position in the unit which carries the same or a lower weekly salary.
- (B) **PROMOTION** shall mean movement from one position to another position in the unit which carries a higher weekly salary.
- (C) **General Provisions**
 - (1) Presently working employees will be accorded an opportunity to apply and be interviewed for transfer and promotion to available positions through the bidding process before the employment of new personnel.
 - (2) All vacant, new or re-classified positions within the unit will be listed and announced through a special bulletin for a period of at least six (6) working days. It is understood that vacant or re-classified positions shall be posted within at least (30) working days after a vacancy or re-classification occurs. It is further understood that this provision is not intended to limit the BOARD'S right to eliminate positions within the unit.
 - (a) The special bulletin shall include the duties and qualifications for each new or vacant position.
 - (b) It is understood that a new, vacant, or re-classified position may be filled on a temporary basis pending the posting of such position. However, no service rendered in such temporary position shall be considered as experience if the temporary employee bids on such position when it is posted.
 - (3) Any position which becomes vacant during the summer months may be filled temporarily by outside personnel. However, within a reasonable time after the commencement of the school year such position, if it is to be continued, shall be posted.
 - (4) A vacancy in an administrative or supervisory position within the district shall not be deemed to constitute a secretarial opening in that office.

(D) Voluntary Transfer and Promotion

- (1) Any employee interested in bidding for a position that was listed in the special bulletin above may so indicate in writing to the Assistant Superintendent for Administrative Services before the close of the posting period.
- (2) An interview will be held between each employee who enters a bid and the appropriate administrator, and where necessary or appropriate, the administrator in charge of personnel.
 - (a) Transfer of any employee shall be based upon all of the following factors: qualifications, amount of experience in the particular classification, amount of experience in closely related classifications, and seniority.
 - (b) The promotion of any employee shall be based upon qualifications, training, and previous work record. Seniority shall be considered only when two or more employees have substantially equal qualifications, training, and previous work record.
- (3) If the request is denied, the employee shall, upon request, be granted a meeting with the appropriate administrator, to discuss the reasons for the denial of the transfer.
- (4) Each employee transferred or promoted under this provision shall receive a 45 work day trial period in the new position. During the trial period the employee shall receive the rate for the job she is performing.
 - (a) An employee shall have the right during her trial period to revert back to her former position if she so desires.
 - (b) In addition, the **BOARD** shall also have the right to revert an employee back to their former position if such employee's work is unsatisfactory. In such cases, written notice of unsatisfactory conditions will be given to the employee.

Article IV

- (5) It is understood that whenever an employee is transferred (voluntary or Involuntary), promoted or recalled and such employee does not meet the applicable qualifications set forth in Appendix B of this agreement, the **BOARD** may require such employee to undergo training to improve skills so that they will meet such qualifications. If such training is required, the **BOARD'S** only obligation shall consist of books and tuition.

(E) Involuntary Transfer - Excess of Employees

- (1) Whenever positions are eliminated and it is necessary to transfer employees from such positions to vacant positions within the bargaining unit, it shall be accomplished in the following manner:
 - (a) If there is only one (1) employee to be transferred, then such employee shall be moved to the vacant position. It is further agreed that any full time employee involuntarily transferred will bump the lowest seniority full time employee, who in turn would bump into a less than full time position if the incumbent in the less than full time position was lower in seniority.
 - (b) If there are two or more employees to be transferred, the affected employees will be assigned to the positions available for which they best meet the qualifications. Consideration shall also be given to the requests of the affected employees.
- (2) Before any involuntary transfer takes place, the effected employee shall discuss the new position's duties and qualifications with the receiving administrator.
- (3) It is agreed that any employee who is involuntarily transferred to a position which carries a lower weekly salary shall have their salary frozen until the new weekly salary catches up with the weekly salary she was earning prior to such transfer. However, if the transferee moves to a position requiring fewer weeks worked, she may be required to work an appropriate greater amount of weeks, or portion thereof, while their salary is frozen and fringe benefits proportionately maintained.
 - (a) It is agreed that any employee who is involuntarily transferred to a part time position shall maintain fringe benefit insurances, paid by the **BOARD**, until such time that the first available full time position for which she is qualified is offered to her.

Article IV

- (4) Any employee involuntarily transferred shall, upon request, be given a written statement establishing a priority for her on any opening that may occur in the former position, or any other similar position, and building from which she has been transferred.
 - (5) It is understood that employees may not be transferred to a higher paying position under this provision. If a higher paying position becomes available it will be posted in accordance with the voluntary transfer provisions in (C) above.
- (F) Administrative Initiated Transfer
- (1) Involuntary transfer for reasonable and just cause shall be specifically limited to:
 - (a) Difficulties encountered in performance of duties in current position.
 - (b) Personnel incompatibility.
 - (2) Such transfers shall only be made after:
 - (a) Two (2) separate conferences on the matter with employee's immediate supervisor.
 - (b) A further conference if the situation continues and a written formal warning must be given with at least 60 work days for the involved employee to correct the problem.
 - (c) If the situation continues, a review of the employee's 60 days' activities shall be written out and presented to the employee at the subsequent conference by their immediate supervisor.
 - (d) Such written evaluation shall be subject to the grievance procedure as to its accuracy and fairness.
 - (e) At the employee's written request, the **ASSOCIATION** may be notified of each conference regarding the possible involuntary transfer and may represent the employee therein.

Article IV

Section 9. Layoff and Recall

(A) Layoff Procedure

- (1) When the **BOARD** deems it necessary to reduce the working force it shall first inquire as to whether there are any employees within the affected classification(s) willing to take a voluntary layoff. If there are such employees, they shall be laid off first. During the period of layoff the employees shall not be entitled to any wages or fringe benefits but shall retain seniority rights and sick leave previously accumulated. Seniority shall not continue to accrue while on layoff status.
- (2) With the exception of the following positions Bookkeeper, AP/ Bookkeeper and all building principal secretaries, layoffs shall be accomplished according to the following procedures:

Any layoffs made will be accomplished by the lowest seniority. The employee(s) with the least amount of seniority within the designated classification(s) will be laid off until the classifications are reduced to a number determined by the **BOARD**. During the period of layoff, the employees shall not be entitled to any wages or fringe benefits, but shall retain seniority rights and sick leave time previously accumulated.

- (3) Any employee may exercise her right to bump the lowest seniority employee in an unprotected position. (Refer to Article IV (A) (2). If such employee does not meet the applicable qualifications for such position, the **BOARD** may require such employee to undergo training to improve her skills so that she will meet the required qualifications.
- (4) The **BOARD** shall give written notice of such voluntary or involuntary layoff at least seven (7) calendar days prior to the effective date of the layoff and a list of names of such employee(s) shall be furnished to the **ASSOCIATION** president on the same date the notice is given to the employee(s).

(B) Recall Procedure

- (1) After a layoff, employees shall be recalled to work by seniority within their classification. That is, the employee with the greatest amount of seniority within the classification shall be recalled first, the employee with the second greatest amount of seniority within the classification shall be recalled second, and so on, until all employees are recalled within their classification.

Article IV

- (2) The **BOARD** shall give the employee two (2) week's notice of recall either by certified or registered mail to the employee's last known address, and the employee must respond to such notice within seven (7) days after receipt thereof. In the event the employee fails to respond within the required time the **BOARD** will consider the employee as having terminated employment with the district.
- (3) It is understood that when an employee is recalled she must accept the position for which she is being recalled. In the case of a voluntary layoff, the employee may refuse the position offered without jeopardizing their rights provided the **BOARD** does not have to hire a new employee. If the **BOARD** would have to hire a new employee or continue to pay unemployment compensation when it would not otherwise have to, such employee may not refuse the position offered without terminating employment with the school district.
- (4) It is understood that recall shall occur only when a full time position is available. In the event that the open position is of a part-time nature, employees on layoff shall be given the first opportunity to take such position. However, such procedure shall not be considered as a recall and the recall provision stated above shall not apply.
- (5) Any employee involuntarily transferred because of layoff shall have at the time of recall the option of returning to their former position ahead of any employee laid off or any employee applying for transfer.
- (6) While employees are on layoff, no person outside the bargaining unit shall perform clerical duties previously assumed by members of the bargaining unit.
- (7) Any employee on voluntary or involuntary layoff not recalled within two years of the date of layoff, will be deemed to have terminated employment with the School District unless she applies for a three (3) year extension.
- (8) Any employee on layoff who declines a recall notice of comparable hours, will be removed from the recall list and all future rights to recall shall be terminated.

Section 10. Conference-Workshop Allocation

The **BOARD** agrees to establish an allocation fund to be used for conferences and staff development activities. Should this fund become depleted, the **BOARD** will consider providing additional funds. Unit employees who are required to attend conferences or

Article IV

workshops that are beyond their regular work day or work year, will receive compensatory time or direct compensation (at the employee's daily or hourly rate) as agreed by both employee and building administrator.

Section 11. Right Upon Assault

It is mutually agreed that employees should have a work environment that is free from physical and verbal assault and harassment. Any verbal or physical assault upon an employee which occurs as a result of an employee's job duties shall be immediately reported to the employer and police. In all cases of physical assault, the **BOARD** shall, at its expense, make available to the affected employee a **BOARD** selected attorney who shall advise the employee as to her legal rights regarding such an assault with the understanding that such services will not be provided for the purpose of initiating personal claims or lawsuits.

Section 12. Help for Unpacking Shipments

At the beginning of the school year (or two (2) weeks before classes start) help shall be furnished for the secretaries and clerical librarians to lift and open heavy shipments of books and supplies.

Section 13. Upgrading of Skills and Abilities

- (A) Employees shall possess such skills and abilities as may be necessary to successfully carry out the particular requirements of the position for which she is employed.
- (B) If the immediate supervisor determines that an employee does not have the necessary skills or abilities required for the position, she may be required to take training to upgrade their skills and abilities. The **BOARD'S** only obligation under this provision shall consist of books and tuition.
 - (1) Prior to requiring training, the employee shall be given, in writing, a list of the skills which are in need of upgrading and an opportunity to discuss the matter with their immediate supervisor.
 - (2) If the employee disagrees with the immediate supervisor concerning the upgrading of the skills listed in (A) above, she may request a meeting with the Assistant Superintendent for Administrative Services to discuss the matter further. At such meeting either party may request the presence of the **ASSOCIATION**.

Section 14. New Positions Outside of the Unit

Openings in positions outside of the unit will be posted in each building and employees in the unit will be given an opportunity to apply for such positions.

Section 15. Assuming a Temporary Position

In the event a full time employee is assigned by the **BOARD** to perform the responsibilities of a higher paid employee who is absent from work, such employee shall be compensated at the absent employee's rate of pay after she has assumed such responsibilities for a period in excess of ten (10) work days. It is understood the payment shall be retroactive to the first day she assumed the higher paying position.

Section 16. Qualifications

The **BOARD** and the **ASSOCIATION** will establish a committee to review and revise the job qualifications for all unit positions. A majority of the committee shall be comprised of members of the **ASSOCIATION**. Revised qualifications will be disseminated to all union members on an annual basis.

ARTICLE V
EMPLOYEES' WORK SCHEDULE AND VACATION

Section 1. Working Hours

- (A) The regular work day for all full-time employees shall be eight (8) hours exclusive of the lunch period.
- (B) The regular work week shall be Monday through Friday. Individual schedules for each building will be established by the appropriate administrator to accommodate the specific requirements of her building or department.
- (C) The scheduling of full-time employees' lunch time, which is not to exceed sixty (60) minutes in each case, shall be determined by the appropriate administrator after consulting with the employee. Such time shall be duty-free and uninterrupted, and the employee shall be permitted to leave the building during their lunch period.

All part-time employees shall be entitled to one fifteen (15) minute paid relief period per day to be taken at a time approved by their supervisor. Employees whose work day is eight (8) hours shall be entitled to a total of two (2) such relief periods.

Article V

(D) The work year for less than fifty-two (52) week employees is as follows:

- (1) 45 week employees commence two weeks before teachers and work one week after teachers.
- (2) 46 week employees commence two weeks before teachers and work two weeks after teachers.
- (3) 47 week employees commence three weeks before teachers and work two weeks after teachers.
- (4) Other than the times listed in (D)(1)(2) (3) above, no employee shall be scheduled to work when teachers and students are not scheduled in the buildings except as outlined in Section 2(E) of this Article.
- (5) Less than fifty-two (52) week employees interested in working during the summer shall notify the Personnel Office in writing by May 1st of their interest and availability. Any time worked during the summer months would be compensated at the then current substitute secretary rate.
- (6) Where a four day work week would create a hardship (lack of coverage) for a given building, the affected employee may be required to work five days. The employee may select one of the following options:
 - (a) Work the fifth day for additional compensation (regular daily rate).
 - (b) Work five reduced hour days.

Whenever possible the employee and the building principal will cooperatively determine the most advantageous schedule for both the employee and the building level needs.

(E) Summer Hours

Summer hours are defined as a 36 hour work week. Summer hours will commence the week after the end of the school year, and will conclude the end of the week prior to the start of the school year. Whenever possible, the employee and the building administrator will mutually determine the most advantageous schedule for both the employee and the building level needs.

(F) School Closing - Severe Weather Conditions

Employees may be required to work on days when school is canceled for students. Such determination shall be made at the sole discretion of the Superintendent and will be based primarily on safety factors. Secretarial employees will not be required to work on such days unless teachers and administrators are also required to work.

If schools are closed because of severe weather conditions after employees have reported to work, and students and teachers are sent home, employees shall not be required to remain more than one hour after students and teachers are dismissed. In the event it is necessary for employees to remain more than one hour after students and teachers are dismissed, they shall be given equal compensatory time or straight time pay at the discretion of the administrator.

In the event that lost school days must be made up due to inclement weather, acts of God, or other reasons, such days shall be considered paid in advance for employees scheduled to work and shall be made up at no additional cost to the **BOARD** provided teachers and students are required to make up the time lost.

Section 2. Holidays and Work Schedules During the Christmas and Easter Recess

(A) Each of the days listed below which occur during an employee's work year shall be considered a paid holiday. They are:

- | | |
|----------------|------------------------|
| New Year's Day | Labor Day |
| Winter Break | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Day Before Christmas |
| Fourth of July | Christmas Day |
| | Day Before New Year's |

(B) In order to receive holiday pay an employee must work on the day immediately preceding and immediately after each holiday or recess period except when she is off work for a valid reason and received pay from the **BOARD** for such day.

(C) If any of the above holidays fall on a Saturday, it shall be observed on the preceding Friday. If any of the above holidays fall on a Sunday, it shall be observed on the following Monday.

(D) No employee shall be scheduled to work on any of the above holidays.

Article V

- (D) No employees shall be scheduled to work on days during the Christmas and Easter Recess. Central Office employees may be scheduled to work on days during the Christmas, Easter, and other Recesses which are not holidays. If so, they shall be given equal compensatory time or straight time pay at the discretion of the administration.

Section 3. Vacations

Each full time employee shall receive credit for paid vacation time in accordance with the following schedule. Employment service for the purpose of determining vacation shall be computed as of the last day of the current fiscal year or the date the employee wishes to start her vacation, whichever comes first.

<u>Years of Service to the District</u>	<u>45-47 Weeks</u>	<u>52 Weeks</u>
3 months to 5 years (1 day per month worked per working year)	10 Days	12 Days
6 years to 10 years (1 1/2 days per month worked per working year)	15 Days	18 Days
11 years to 15 years (1 3/4 days per month worked per working year)	17 1/2 Days	21 Days
16 years and over for 45-47 week employees	20 Days	

The following provisions shall apply to vacations:

- (A) Employees who work 45, 46 or 47 weeks will be paid for their vacation on the first pay in June. Provided, however, upon request of the employee the Assistant Superintendent for Administrative Services may grant, for exceptional reasons, vacation time during the school year in lieu of payment.
- (B) Employees who work 52 weeks will schedule their vacation with the approval of their immediate supervisor. However, such vacation should be taken prior to the commencement of the next school year except when the immediate supervisor approves or requires, for good cause, a different arrangement as to when vacation time is to be taken. It is understood that such employees may receive pay, subject to the approval of the Assistant Superintendent for Administrative Services for working in lieu of taking vacation time.
- (C) An employee may request additional time off without pay in order to extend her vacation. Such request must have the prior approval of the Assistant Superintendent for Administrative Services.

Article V

- (D) Vacations for 52 week employees will be granted in accordance with the request of the employee on a seniority basis to the extent it is possible to do so and still maintain efficiency of operations.
- (E) When a legal holiday occurs during an employee's vacation period, she shall be given an additional day to be added to the end of the regularly scheduled vacation.
- (F) It is understood that 52 week employees have until December 31st of the current year to use vacation days which have been earned during the prior fiscal year.
- (G) It is understood that 45, 46, and 47 week employee who receives approval to take vacation days during the current work year and has not earned enough days to cover the length of the approved vacation period may draw on anticipated vacation days to be earned during the balance of the current work year, provided that she has enough summer pay set aside to cover the days drawn upon in advance.
- (I) It is understood that a 52 week employee who receives approval to take vacation days during the current work year and has not earned enough days to cover the length of the approved vacation period may draw on anticipated vacation days to be earned during the balance of the current work year, provided that she execute a promissory note prior to the date such days are to be used. A 52 week employee may draw her vacation pay in advance for a regular pay period which may fall during such vacation, provided she makes a written request thereof to the Business Office at least four weeks prior to the scheduled vacation. If the vacation is changed, the employee shall immediately, upon such change, give written notice thereof to the same office.

Paid vacation days shall not apply to new employees who work less than 52 weeks and are hired after September 1, 1994. This will not apply to less than 52 week employees who subsequently become 52 week employees.

- (I) In the event a 52 week employee becomes disabled and is under the care of a physician and/or is hospitalized at the time a vacation is scheduled to commence, such vacation shall be rescheduled. However, in the event the disability continues past December 31st of the current work year such employee shall be compensated for all unused vacation time which was earned in the previous work year.
- (J) In the event of death of the employee, earned vacation pay shall be payable to the estate of the deceased.

Article VI

- (c) Employee's own wedding (limit of 5 days).
 - (d) One sick day may be used for the purpose of personal business upon the exhaustion of the current year's personal leave by securing prior approval of the Superintendent or his designee.
- (2) After the first pay period of the fiscal year, an employee may draw on her anticipated sick leave. If repayment is not made in days accrued, the sick days used will be deducted from the employee's leave bank or last paycheck of the current fiscal year.
- (3) Absences directly resulting from on-the-job injuries or sicknesses shall not be chargeable to the employee's sick and emergency leave. The employee shall receive the difference between her scheduled salary and worker's compensation benefits up to the time she is eligible for Health and Accident Insurance. It is understood that an employee must apply and be judged eligible due to the nature of the injury or sickness for worker's compensation benefits in order to receive her scheduled salary without charge to her sick and emergency leave days. Moreover, the employee must show the worker's compensation check to the Payroll Department so that the proper deduction can be made.

Employees receiving payment under this provision shall be compensated at 85% of their wages. If the employee so chooses she may elect to use accumulated sick leave and/or vacation time to make up the difference in daily rate up to 15%. The employee must submit the request in writing to the Assistant Superintendent of Administrative Services not more than five working days of the date on which the reduced compensation begins.

- (a) Sickness is defined as measles, mumps, chicken pox, or lice, in such cases as the employee may establish reasonable evidence that she contracted such diseases as a direct result of employment.
- (b) Injuries or sickness shall be reported to the appropriate administrator as soon as possible but no later than three (3) days after the occurrence.
- (c) If an employee's on-the-job injury is a result of her own negligence or contributory negligence, her compensation shall be limited to that provided under the Worker's Compensation Act unless such employee elects to supplement such compensation by use of her accumulated sick and emergency leave days.

(B) Personal Business

- (1) Each full time employee shall be granted three (3) working days leave with pay each full working year for the purpose of personal business.
- (2) An employee must notify SubFinder at least three (3) working days prior to the use of a personal business day except in emergency situations. Moreover, an employee shall notify her immediate supervisor of her intent to take a personal business day at the same time she notifies SubFinder.
- (3) An employee must complete the form provided by the **BOARD** for use of a personal business day. Such form shall be completed prior to the use of such day, if possible.
- (4) No personal business days will be granted on the day immediately preceding or after a holiday or another time period during the school year when schools are scheduled to be closed to students and teachers except when prior approval is granted by the Superintendent or their designee. A request for a personal business day on such day must be submitted in writing.
- (5) A personal business day may not be used for the purpose of taking or extending a vacation.
- (6) At the end of the current fiscal year any unused personal business days shall be placed in the employee's accumulated leave bank (a minimum of 60 days up to a maximum of 90 days).

(C) Funeral Leave

Each full time employee shall be entitled to leave from work, if necessary, with pay in the following cases without charge to her sick leave or emergency leave or personal business leave:

- (1) Death in immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean: mother, father, brother, sister, child, wife or husband, grandchildren, daughter-in-law, son-in-law or grandparent. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.

Article VI / VII

- (2) Death of other relative or member of the household for a period not exceeding one (1) day. Other relative shall be defined as the following relatives: Aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-father, step-mother, foster parent or the employee's first cousin. The employee, at their request, may utilize a sick day or personal leave day for the death/funeral of persons not specifically listed.
- (3) Each full time employee upon returning to work shall complete and return to the Superintendent, a funeral leave absence form.
- (4) It is understood that funeral leave is to be used for the purpose of making funeral arrangements, attending funerals, and bereavement. It is further understood that the time granted under this provision for funeral leave is considered the maximum allowance, which should be used only when necessary.
- (5) It is understood that normal two-day weekends (Saturday and Sunday) shall not be considered as days used in accordance with this provision. All other days shall be considered as days used.

(D) Jury and Court Leave

Each employee shall be excused from her regularly assigned duties for jury duty or the attendance at court pursuant to subpoena provided the legal action was not initiated by the employee, her spouse or the Association. The employee shall be compensated her normal rate of pay for such jury duty. Upon payment by the court, the employee shall endorse the jury duty check over to the school district, but may keep the mileage reimbursement.

(E) Family Medical Leave Act of 1993

Employees may have additional leave of absence rights as provided under the Family Medical Leave Act of 1993. Copies of this act may be obtained from the Office of Administrative Services.

ARTICLE VII

EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS

Section 1. Employee Compensation

For services rendered to the school district during the work year, each employee shall be paid in accordance with the rate schedule in Appendix A of this agreement.

Section 2. Longevity

Each employee shall be paid longevity pay in addition to her weekly salary in accordance with the schedule below. Payment shall be made annually in one amount to be included with the first pay in December. It is understood that longevity pay shall be computed on the basis of years of service which shall mean the time actually worked by the employee up to June 30 of the current work year. It is understood that if an employee works less than her full work year, such longevity pay for that work year shall be prorated accordingly. If proration is necessary and longevity pay has already been paid for the current work year, the amount of overpayment shall be repaid by the employee to the BOARD.

<u>YEARS OF SERVICE</u>	<u>45 WEEKS</u>	<u>46-47 WEEKS</u>	<u>52 WEEKS</u>
6 - 10 years	\$425.00	\$450.00	\$500.00
11 - 15 years	475.00	500.00	550.00
16 - 20 years	525.00	550.00	600.00
21 years and thereafter	575.00	600.00	650.00

Section 3. Pay Periods

Each employee shall receive her pay in 26 equal installments spread over a 52-week period. The pay year for employees working less than 52 weeks shall begin when they are required to return to work for the next school year. The pay year for 52-week employees shall commence on July 1st.

Employees who are scheduled to work less than 52 weeks have the option of receiving their summer pay in a lump sum on the date of the second pay in June. Employees who wish to utilize this option shall notify the Payroll Office, in writing, no later than May 31.

Section 4. Overtime Pay Rate and Compensatory Time

- (A) As of July 1, 1998, whenever an employee is required by the appropriate administrator to work more than eight (8) hours per day, her schedule may be modified by the administrator during the balance of that pay period, to exchange hour-for-hour, time off for time worked. If such additional work time exceeds forty (40) hours for any given work week, the employee may receive in lieu of cash payment at some point prior to the end of the current semester,

Article VII

Compensatory time at the rate of time and one-half for all hours in excess of forty for that week.

- (B) Overtime pay shall be predicated on time worked beyond eight (8) hours per day and forty (40) hours per week, and shall be calculated at time and one-half when all of the following conditions have been met:
1. Flexible scheduling referred to in above would cause serious disruption of necessary services.
 2. The employee and immediate supervisor obtain prior approval from the Superintendent or his designee.
- (C) If it is ever necessary that the employee be required to work on a holiday, she will be paid double her hourly rate of pay for the hours worked which shall be in addition to her regular holiday pay.
- (D) It is understood that overtime and flexible scheduling shall be performed on the premises of the school district except when prior approval is secured from the Superintendent or his designee to perform it elsewhere.

Section 5. Insurance Benefits

Notwithstanding the benefit provisions of the sections below, the terms of any contract or policy issued by a carrier determined by the **BOARD** thereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The **BOARD**, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the **BOARD** shall not result in any liability to the **Board of Education** or the **ASSOCIATION**, nor shall such failure be considered a breach of any obligation by either of them. However, the **BOARD** shall continue to assist employees with the processing of claims and, further, periodically review the carriers' performance of their administration of the policy contracts with the District and advise the carriers when the **BOARD** or the **ASSOCIATION** finds their performance unsatisfactory.

(A) Long Term Disability Insurance

The **BOARD** agrees to pay the full cost of a group income protection disability insurance plan with a carrier determined by the **BOARD** for all employees after they have worked for at least one day. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan.

Article VII

- (1) 70% of the employee's monthly salary for the first 26 weeks of disability following the above 90 day calendar period, not to exceed a monthly cap of \$1,500 per month;
- (2) 66 2/3% of the employee's monthly salary after the above 26 week period and during the period of disability up to age sixty-five (65), not to exceed a monthly cumulative maximum cap of \$1,500 per month. At age 65 the following schedule shall apply.

65	- 24 months of benefits
66	- 21 months of benefits
67	- 18 months of benefits
68	- 15 months of benefits
69 & over	- 12 months of benefits
- (3) Annual 3% cost of living adjustments, with maximum of five (5) such adjustments.
- (4) Employees on long term disability (LTD) shall have their health insurance policies, (hospitalization, dental, optical) continued for one year from their last day worked.

(B) Group Term Life Insurance

Upon submission of a written application and acceptance by the carrier, the **BOARD** shall pay the full premium for a \$25,000 term life insurance policy through an insurance carrier to be determined by the **BOARD** for each employee who is eligible by hospitalization and medical insurance described in (C) below.

(C) Hospitalization and Medical Insurance

- (1) The **BOARD** will provide hospitalization and medical coverage for all full time secretaries as follows:

Upon submission of a written application and acceptance by the carrier, the **BOARD** shall pay the full premium for all employees employed full time and their eligible immediate family dependents as defined by the United States Internal Revenue Service as follows:

Article VII

Blue Cross Blue Shield Preferred Plan (PPO):

Comprehensive Hospital, Semi-Private Room, SAT2, Trust 15, Plus 15, D45NM, PSG-1, ML, FAERC, PPNV-1, CNM, RAPS-2, BMT, HMN, XTMJ, PTB, COB-3, Master Medical Option 3, MMC-POV, MCXTMJ, MMC-PTB, ICMP, Prescription Drugs \$5.00 (Preferred RX), EBMT, TSA, PTFS, RPS, HCB-1, XVA2, CNP, SOT-PE, GLE-1, PTS, FC, SD, and RM.

- (2) To be eligible for the above coverage, employees must be able to meet the "at work" requirement with the Lake Shore Public Schools before the above benefits are effective. Employees working less than a full work year shall have benefits terminated on the first day of the month following termination of employment. This provision shall be interpreted to be consistent with the requirements of the Family and Medical Leave Act of 1993 and COBRA.
 - (3) It is the employee's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change.
 - (4) For those employees so electing, the **BOARD** shall provide coverage under the same conditions as in (1) above, for the BC/BS Blue Care Network (HMO). The election may be made or changed only during the fall enrollment period.
 - (5) In the event of State or Federal legislation that impacts on current health/hospitalization coverage, it is agreed that those provisions affected by the new law shall be subject to renegotiation.
 - (6) Should at some future date the **BOARD** decide to investigate other health insurance carriers, self funding and/or third party administrators in order to provide the same or better coverage to employees as described above, the **ASSOCIATION** shall be allowed representation on the committee convened by the **BOARD** to study such alternatives. Once the **BOARD** makes a choice as to another carrier or third party administrator or to use self-funding for any of its health care programs, Article VII, Section 5 shall be reopened for negotiations.
- (D) Optical Insurance
- (1) Benefits will be provided for no more than one eye examination, one set of frames with two lenses or contacts during any consecutive 12 month period for employees and eligible dependents.

(a)	Eye Examination	\$43.00
(b)	Lenses	
	Single Vision (two lenses)	\$43.00
	Bifocal (two lenses)	\$72.00
	Trifocal (two lenses)	\$108.00
	Contacts (two lenses)	\$79.00
(c)	Frames	\$36.00

(d) Coverage is also provided for:

1. Aphakic lenses following cataract surgery, and
2. Contact lenses if visual acuity is not correctable to 20/40 or better in the better eye by the use of contact lenses, and
3. The maximum benefit during the lifetime of an insured family member for aphakic and contact lenses combined will be \$200.00.

E) Group Term Life Insurance for Retirees

The **BOARD** agrees to provide a \$6,000.00 group term life insurance policy for retirees who qualify for benefits under the Michigan School Employees Retirement System or Social Security and have employed by the **BOARD** for at least ten (10) years. It is understood that the **BOARD** shall determine the insurance carrier. This benefit shall not be provided to employees hired after September 1, 1994. Employees hired after this time would have the option of purchasing the same coverage within 31 days without a physical examination. Rates to be determined by provider.

(F) Dental Insurance

The **BOARD** will pay the full premium on dental insurance for each employee and their eligible dependents through an insurance company determined by the **BOARD**. Covered expenses shall include preventive, diagnostic, oral surgery and extractions, restoratives, endontic and periodontic treatment, repair or recementing of crowns, inlays, onlays, bridgework or dentures, general anesthesia, injection of antibiotic drugs, and prosthodontics. Coverage will be determined as set forth in the policy of insurance.

Type A Benefits = 100%

Type B Benefits = 85%

Type C Benefits = 70% of all covered expenses (50% for orthodontic treatment).

Comprehensive Dental Maximum Benefit Per Calendar Year per person covered = \$1,000.00.

Orthodontic Treatment Lifetime Maximum Benefit per person covered = \$1,000.00.

Article VII

(G) Section 125 Plan/Flexible Benefits Program

The **BOARD** shall offer to its employees a Section 125 flexible benefits program. This program will provide employees with alternative health care programs, supplemental coverage at the employees expense, and the opportunity to participate in flexible spending accounts. Employees will be offered monetary incentives to opt down or drop designated insurance programs. The terms and conditions of the flexible benefits program shall be approved by the school district's benefits committee which shall be comprised of representatives from each bargaining unit, **BOARD** and administration. Neither the flexible benefits program or the Benefits Committee shall have authority to change negotiated core benefits. During the course of this agreement the **BOARD** agrees that monetary incentives will not be reduced below the levels stipulated in the plans initial program year. This contract provision eliminates, in its entirety, the Memorandum of Agreement - January 19, 1995.

(H) Tuition Reimbursement

The **BOARD** agrees to allocate the sum of \$1,000.00 for the purpose of reimbursing employees for tuition paid in taking job related courses. Such courses must have the prior approval of the Assistant Superintendent for Instruction. Reimbursement will be paid at the end of each semester after an employee has submitted evidence that she has successfully completed the course(s).

Section 6. Severance Pay

- (A) Each employee who has been employed by the **BOARD** for a period of five (5) consecutive years shall be eligible for severance pay upon death or other termination of service. Such severance pay shall be an amount equal to 20% of the employee's accumulated sick and emergency leave paid at the daily rate of the employee's last annual salary.
- (B) The **BOARD** agrees to provide severance pay in the amount of 50% of the employee's daily rate of pay for retirees who qualify to receive benefits under the Michigan School Employees Retirement System or Social Security and have been employed by the **BOARD**. Ninety (90) days may be accumulated for severance.

An employee with less than 90 days will in their accumulated sick/leave bank be provided severance at the rate of 30% of the employee's daily rate of pay for retirees who qualify to receive benefits under the Michigan School Employees Retirement System of Social Security and have been employed by the **BOARD**.

- (D) It is understood that an employee shall have the option of accumulating sick and emergency leave days for severance purposes up to ninety (90) days or of receiving pay equal to \$30.00 per day for each unused leave day earned during the current work year (sick, emergency, and personal leave). The **BOARD** shall notify all employees by May 1st that such option is available and any employee who does not exercise such option by May 15th, and after employee has met the minimum 60 day bank requirement, shall be deemed to have requested payment for her current unused leave days. Payment shall be made in a lump sum on the second pay in July.

Section 7. Tax Sheltered Annuities

- (A) The **BOARD** agrees to make available to employees a tax sheltered annuity program. No limitation on the number of companies shall be imposed, however, employees shall be required to execute an agreement holding the board harmless for any liability for said investments. The **BOARD** reserves the right to establish reasonable rules and procedures for the administration of a tax sheltered annuity program.
- (B) Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during the first two full weeks of either semester.
- (C) An employee may, at any one time between enrollment periods, decrease her deduction by notifying the Business Office at least two weeks prior to the date the change is to take effect.
- (D) Effective October, 1983, deductions will commence on the first pay of October and March and will continue to be made on each pay thereafter.
- (E) Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination of such deductions.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any express provision of this agreement. However, it is agreed that the following matters shall not be subject to the grievance procedure:

- (A) The termination of services of any probationary employee.
- (B) Placing a probationary employee on an additional period of probation.
- (C) Any matter for which there is now or may hereafter be provided another remedial procedure established by law.
- (D) Any rule or regulation of any state administrative agency.
- (E) Any **BOARD** policy, rule or regulation which is not a mandatory subject of bargaining.

Section 2. Procedure

- (A) **Step One.** An employee may present her complaint to the appropriate administrator within fifteen (15) working days, after the incident or condition which is the basis of the grievance has occurred. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) working days after he has received such complaint. A written decision on the matter will be given to the employee and **ASSOCIATION** within five (5) working days after the conference.
- (B) **Step Two.** If the aggrieved employee desires to pursue her complaint further, she must appeal in writing to the Superintendent or their designated representative within five (5) working days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent or his designated representative shall schedule a conference to attempt to resolve the complaint within five (5) working days after the appeal is received. A written decision on the matter shall be given to the employee and **ASSOCIATION** within five (5) days following the conference.
- (C) **Step Three.** If the Superintendent's or their designated representative's answer is not satisfactory to the grievant, she may appeal to the Executive Board of the **ASSOCIATION** for arbitration. If such grievance does proceed to arbitration, the following rules shall be observed.

Article VIII

- (1) The **ASSOCIATION** shall file with the **BOARD** a demand for arbitration within thirty (30) calendar days after receiving a copy of the decision rendered under Step Two of the Grievance Procedure. Within ten (10) working days after filing with the **BOARD**, if a mutually acceptable arbitrator cannot be selected by the **BOARD** and the **ASSOCIATION**, the **ASSOCIATION** shall file with the **BOARD** and the American Arbitration Association a demand for arbitration.
- (2) The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings were concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
- (3) The award of the Arbitrator shall be accepted as final and binding on the **ASSOCIATION**, its members, the employee or employees involved, and the **BOARD**. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion or duress is present. The **ASSOCIATION** shall not then, by any other means, attempt to bring about a different resolution of the grievance.
- (4) It shall be the function of the Arbitrator, and she shall be empowered, except as her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the excess terms of this agreement.
 - (a) She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. Her powers shall be limited to deciding whether the **BOARD** has violated, misinterpreted, or misapplied any of the express terms of this agreement. It is understood that any matter which is not specifically set forth in this agreement shall not be subject to arbitration.
 - (b) She shall have no power to decide any question which under this agreement is within the authority of the **BOARD** to decide.
 - (c) She shall have no power to award monetary damages.

Article VIII

- (d) She shall have no power to render a decision based upon law, as expressed by the legislative bodies, the courts, or administrative agencies.
- (e) She shall have no power to substitute her judgment for that of the **BOARD**.
- (5) If the **BOARD** disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall first determine whether she has jurisdiction to act, and if she finds that she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- (6) The **BOARD** shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed.
 - (a) No decision in any one case shall require a retroactive adjustment in compensation in any other case.
- (7) The fees and expenses of the Arbitrator shall be shared equally by the **BOARD** and the **ASSOCIATION**. All other fees and expenses including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
- (8) Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be arbitrable.

Section 3. General Provisions

- A) The **ASSOCIATION** may have a representative present at each step of the grievance procedure who may represent an employee with her consent. The appropriate administrator, upon receiving a grievance, shall notify the **ASSOCIATION** as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the **ASSOCIATION** unless the **ASSOCIATION** has waived its right to be present or fails to attend the conference.
- (B) Each grievance or appeal shall, on forms printed by the **BOARD** and available through the **ASSOCIATION**, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant herself, and the relief requested.

- (C) At any conference under this grievance procedure, the employee, **ASSOCIATION**, and **BOARD**, may have present any and all witnesses they desire.
- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, if an administrator fails to call a conference within the specified time limits the employee may immediately proceed to the next step. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement which shall be expressed in writing.
- (E) A grievance shall always be filed at that step of the grievance procedure where there is authority to render a decision on the grievance.
- (F) Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.
- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference insofar as it does not violate the provisions of any Open Meetings Act which is now or may hereafter be in effect. Attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- (H) No grievance or decision rendered on a grievance shall be placed in an employee's personnel file.

ARTICLE IX

DURATION, SEVERABILITY, AND AUTHORITY

Section 1. Duration of Contract

- (A) This agreement shall be effective as of July 1, 1999 for a term of five (5) years and shall expire at 11:59 p.m., Eastern Standard Time, on June 30, 2004. The parties agree that wages (Compensation Rate Schedule, Appendix A) shall be negotiated in three years, July 1, 2002.
- (B) The parties agree to undertake negotiations for a new collective bargaining agreement no later than April 30, 2004.

Article IX

- (C) It is expressly understood, however, that any portion(s) of this agreement may be amended at any time during its duration by the mutual agreement of both parties, provided that both parties agree to negotiate on any proposed amendments. It is further understood that any agreements reached shall be reduced to writing and be distributed to all members of the bargaining unit.

Section 2. Severability

This agreement and each of the terms and conditions hereof, are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, the remaining provisions of this agreement, after severance, shall remain in full force and effect insofar as possible.

Section 3. Authority of the Board

It is mutually agreed that there is reserved exclusively to the **BOARD** all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, including specifically the Michigan School Code of 1955, as amended, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this agreement and then only to the extent such provisions are in conformance with applicable laws.

It is understood and agreed that the **BOARD** may continue to make and enforce any and all reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended.

ARTICLE X **MAILING ADDRESS FOR NOTICES**

Section 1. Mailing Address for Notices

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties.

In the event that either party shall desire to change the address for such notice, he shall furnish to the other in the manner required hereunder a written notice of such change of address.

Board of Education
Lake Shore Public Schools
28850 Harper
St. Clair Shores, MI 48081

Lake Shore Association of Educational Secretaries
(Home/school address of current president of L.S.A.E.S)

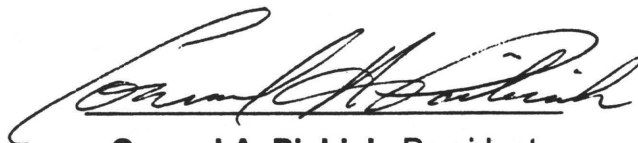
ARTICLE XI

RATIFICATION


Section 1. Ratification

IN WITNESS WHEREOF we have set our hands to this agreement with the intent that the execution hereof shall be deemed to be complete as of July 1, 1999.

**BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS**



Conrad A. Piebiak, President



Judith G. Claus, Secretary

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES



Jeanenne Cappo, President



Linda Plotkowski, Secretary

APPENDIX A

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

APPENDIX A						
1999/2000 SALARY SCHEDULE						
	1	2	3	4	5	6
I	379.35	406.70	430.85	476.43	501.76	540.03
II	383.21	412.73	438.32	486.40	508.05	546.56
III	404.71	431.16	453.91	503.11	528.99	565.11
IV	416.93	444.53	466.99	516.76	541.79	577.91
V	431.16	453.91	478.36	528.99	552.60	592.13
2000/2001 SALARY SCHEDULE						
	1	2	3	4	5	6
I	390.73	418.90	443.77	490.72	516.82	556.23
II	394.71	425.11	451.47	500.99	523.29	562.96
III	416.85	444.09	467.53	518.21	544.86	582.06
IV	429.44	457.86	481.00	532.26	558.04	595.25
V	444.09	467.53	492.71	544.86	569.17	609.89
2001 / 2002 SALARY SCHEDULE						
	1	2	3	4	5	6
I	402.45	431.46	457.09	505.44	532.32	572.92
II	406.55	437.87	465.01	516.02	538.99	579.84
III	429.35	457.42	481.55	533.75	561.20	599.52
IV	442.32	471.60	495.43	548.23	574.79	613.11
V	457.42	481.55	507.50	561.20	586.25	628.19

*** Individual annual compensation for LSAES employees will be determined by taking the weekly rate of pay and multiplying it by the number of work weeks. This amount will then be divided by the number of pay periods in the fiscal year.

*** The 1999/00 Compensation Schedule will be retroactive to July 1, 1999.

LSAES SALARY CLASSIFICATIONS	
GROUP I	Attendance Clerk (45) Elementary Clerk (45) Secondary Clerk (45) High School Bookkeeping Clerk / Secondary Clerk(45) Media Tech (45) Food Service / Purchasing Secretary (45) .5 Indian Ed Secretary (45) Voc Ed Clerk / Secondary Clerk(45)
GROUP II	Athletic Director Secretary (46) Secondary Assistant Principal Secretary I (47) Secondary Assistant Principal Secretary II (52) Family/Student Services Secretary-(46) Maintenance Secretary I (52) Scheduling Secretary (47) Counseling Department Secretary (47) Special Education Secretary (46) Technology Director Secretary (47)
GROUP III	Maintenance Secretary II (52) Elementary Secretary (46) Middle School Secretary (47)
GROUP IV	High School Secretary (52)
GROUP V	Bookkeeper (52) AP/Bookkeeper (52)

APPENDIX B

1999-04 Compensation Rate Schedule

1. Credit for outside secretarial or other job-related experience may be granted for all unit positions for up to 3 years on the existing salary schedule.

2. Extra-curricular Programs/Compensation

High School, Middle School, Elementary Activities: Unit secretaries who assume extracurricular positions shall be paid according to the current comparable rate.

3. It is mutually agreed that the current Special Education Secretary (Angela Shuman) position will be grandfathered in group III as long as she remains in the position.

4. Compensation will be paid for two (2) (one elementary and one secondary) district SASI Coordinator positions in the amount of \$1,000 each per school year.

5. Performance Incentive Enhancement:

Members of the bargaining unit who are assigned to a District school which has achieved Summary Accreditation as defined by the State of Michigan, shall receive a salary enhancement of up to 1.0% in recognition of the School's accomplishment. The enhancement shall be prorated to the number of hours the unit member spends in the building and in no event shall the total enhancement paid to any bargaining unit member exceed 1.0% of his/her salary.

The salary enhancement shall commence effective after receipt of the Accreditation and continue so long as the School's Summary Accreditation is maintained. It shall be paid as part of the regular bi-weekly compensation.

