

8994

8/31/94

COLLECTIVE
BARGAINING
AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

and

**LAKE SHORE FEDERATION OF SUPPORT STAFF
LOCAL 4793, MFT/AFT/AFL-CIO**

ST. CLAIR SHORES, MICHIGAN

SEPTEMBER 1, 1991 -- AUGUST 31, 1994

Lake Shore Public Schools

PREAMBLE

THIS AGREEMENT is made this 1st day of September, 1991, by and between the Board of Education of the LAKE SHORE PUBLIC SCHOOLS, hereinafter referred to as the "DISTRICT" and the LAKE SHORE FEDERATION OF SUPPORT STAFF, LOCAL 4793, MFT/AFT/AFT-CIO, hereinafter referred to as the "UNION".

PURPOSE

It is the intent and the purpose of this Agreement to provide orderly collective bargaining relations between the DISTRICT and the UNION, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to improve and promote the most efficient and productive operation of the DISTRICT. In consideration of this mutual understanding and the Agreement hereinafter set forth, it is mutually understood between said DISTRICT and said UNION as follows.

ARTICLE I

BARGAINING UNIT, UNION DUES CHECK-OFF, AGENCY SHOP

1.00 Bargaining Unit

The DISTRICT recognizes the UNION as the sole and exclusive bargaining representative for all regularly scheduled, full-time and part-time teacher assistants, hall/recess monitors, in-house suspension monitors, lunch-recess monitors, special education teacher assistants, Chapter 1; Preschool and reading teacher assistants, Young 5's assistants, latchkey caregivers, and security guards.

Excluded: Secretaries, custodians, administrators, public relations coordinator, life guards, substitutes, adult education personnel and all other employees.

1.01 UNION Dues and Service Fees

A. UNION Dues and Service Fees Check-Off

1. Check-Off

Upon filing with the DISTRICT of a written authorization form for payroll deduction, signed by the employee, the DISTRICT agrees, during the term of this Agreement and any extension or renewal thereof, to deduct bi-weekly UNION membership dues or service fees from the pay of such employee in equal bi-weekly installments and to remit the sum within two (2) weeks following the deduction to the Treasurer of the UNION. The form of the authorization shall be as follows:

2. List and Assignments of Bargaining Unit Members

The DISTRICT shall forward to the UNION, within thirty (30) calendar days after the start of the school year, a list of all

employees within the bargaining unit. Further, the DISTRICT shall notify the UNION of any employee in the bargaining unit employed after the commencement of the school year.

3. UNION Notification to the DISTRICT

The UNION agrees to give written notification to the DISTRICT by August 1 of each school year stating the bi-weekly membership fee or service fee to be deducted during the school year.

4. Sufficient and Excessive Deductions

The DISTRICT agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The UNION agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

B. UNION Security

1. Agency Shop

In any academic year, failure of a bargaining unit employee to join the UNION, or to pay a service fee in an amount of money no greater than the UNION'S regular and usual yearly dues, shall result, upon proper notification to the DISTRICT, in the employee's termination. This termination shall not be subject to the grievance procedure. For present employees, such payment shall commence thirty-one (31) days following the ratification of this Agreement and for new employees the payment shall start thirty-one (31) days following their date of employment.

2. Save Harmless

The UNION shall indemnify, defend and save the DISTRICT, DISTRICT Administrators and Board of Education members, harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the DISTRICT for the purpose of complying with Section A and B of this Article.

ARTICLE II

2.00 EMPLOYEE RIGHTS AND RESPONSIBILITIES

2.01 Bulletin Boards

The DISTRICT shall allow the UNION to use space on a bulletin board in each building owned or leased by the DISTRICT for posting notices of UNION recreational and social affairs, UNION elections and appointments, and UNION meetings and educational classes. Other notices may be posted with the permission of the building supervisor.

2.02 Wearing of Insignias

Membership insignia or pins appropriate for normal wear may be worn by employees covered by this Agreement.

2.03 Use of Building Facilities

After providing appropriate notice to the DISTRICT, the UNION shall have the right to use a designated area of a building owned or leased by the DISTRICT for the purpose of conducting UNION meetings at reasonable hours before or after the employee work day. If the UNION desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional direct costs incurred by the DISTRICT.

2.04 Required Meeting During Working Hours

Employees who attend meetings, conferences, negotiations, hearings, etc. shall only be paid if required by the DISTRICT to attend such meetings during their regular working hours.

2.05 UNION Officials in School Buildings

UNION employees or officials shall be permitted to transact UNION business on school property after approval of the building supervisor.

2.06 Mailboxes and Telephones

In buildings owned or leased by the DISTRICT, the DISTRICT agrees to make available to employees covered under this Agreement mailboxes and a telephone, if available, for local calls only.

2.07 UNION Mail

Mail from the UNION shall be identified as such before it shall be put in the school mailboxes. With this exception, the UNION shall have the right to distribute and place mail in the mailboxes. The DISTRICT shall in no way be held liable for any loss or damage to the UNION distributed mail.

2.08 UNION Use of Equipment

The UNION may use equipment owned by the DISTRICT as provided below.

- A. All work will be done before or after working hours or at duty free times.
- B. The use of equipment must be requested of and approved by the building administrator or supervisor.
- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.
- D. All work done will be in keeping with the purpose of this Agreement.
- E. The UNION agrees to provide supplies and material used.
- F. The UNION agrees to reimburse the DISTRICT for the repair of such equipment as a result of damage due to negligence on the part of the UNION.
- G. The UNION will notify the building administrator prior to use of any DISTRICT equipment.

2.09 Representation When Meeting With Administrators

Employees shall, at their request, be entitled to the presence of a UNION representative when said employee is called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action. If a meeting is scheduled for such a purpose, the employee will be so informed beforehand. Normally expected evaluations of performance are excluded from this clause.

2.10 Equal Employment Opportunity

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, handicap, sex, age, national origin, political belief, marital status or membership in, or association with the activities of the UNION.

2.11 Special Conference

A special conference for important matters will be arranged between the Local President and designated representatives of the DISTRICT upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

2.12 Personnel File

Employees shall have the right to review their personnel files in the presence of the Superintendent or his designee. Upon their request, they

may be accompanied by a UNION representative. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Records concerning whether an employee has filed a grievance shall not be kept in his/her personnel file, but shall be kept separately.

Certain pre-employment materials, such as confidential references and/or credential files, shall be exempt from review.

2.13 DISTRICT Mail Service

UNION notices intended for all members of the bargaining unit, shall be delivered to respective building UNION representatives at a time when other central office mail is distributed to a particular building.

2.14 Released Time

The President of the UNION and/or his designee shall be permitted to attend grievance meetings if held during working hours.

2.15 Agenda and Minutes of the Board of Education Meetings

Upon the written request of the UNION, the DISTRICT shall provide a copy of official minutes of public Board meetings and available Board agendas.

2.16 Right to Consult With Administrator

Nothing in this contract shall be construed to prohibit any employee, UNION representative or UNION committee from consulting with administrative officials at mutually scheduled times.

2.17 Memos and Notices

Whenever the DISTRICT issues a memo or notice of a general nature, the memo or notice shall be posted and the UNION will be given a copy.

2.18 Employee Contracts

Any contract between the DISTRICT and an individual employee with the bargaining unit shall be expressly subject to the terms and conditions of this Agreement.

2.19 Teaching Direction and Work Related Requests

It shall be the responsibility of the building/program administrator, designee, and/or classroom teacher to provide instruction, supervision and direction to an employee regarding his/her duties and further, employees are expected to comply with work related requests and to accept the teaching direction of the classroom teacher and building/program supervisor.

2.20 Responsibility to the DISTRICT

The UNION, recognizing its professional responsibilities, agrees to use its influence to encourage all employees and the employees agree to perform efficient work and service, to utilize their time and all equipment furnished by the DISTRICT to the best of their ability, to protect the DISTRICT'S property and interests, and to cooperate with the DISTRICT and the employees in all departments in promoting the welfare of the DISTRICT and improving its service.

2.21 Responsibility to Honor Board Policies and Administrative Regulations

It is the responsibility of the employees covered under this Agreement to comply with board policies and administrative regulations.

2.22 Tuberculosis Report

Current Health Department rules do not require routine TB testing of school employees. Therefore, the DISTRICT will not impose such a requirement for employees.

In the event that such a rule would be restored, the DISTRICT and UNION agree that the collective bargaining agreement will be amended to reflect the law and/or regulation.

2.23 Intent to Terminate Employment

The employees covered under this Agreement agree to notify the Administrative Services Office in writing as soon as possible of any intent to terminate employment with the DISTRICT. It is recognized by the employee that they have an ethical responsibility to notify the DISTRICT of their resignation at least two weeks prior to their expected last date of employment.

2.24 Emergency Situation

For the protection of students, employees may be required to remain on duty in the event of an emergency situation as determined by the building/program supervisor or his designee.

2.25 Absence From the Building

Employees will not leave their buildings during working hours without the consent of their building/program supervisor or his designee.

2.26 Absenteeism and Tardiness

Absenteeism or tardiness shall be avoided whenever possible. Excessive absenteeism or tardiness shall be cause for disciplinary action.

2.27 Supervision of Students

Employees, as is the case with all instructional personnel, will assume an active role in supervising students throughout their work day.

ARTICLE III

3.00

BOARD RIGHTS

3.01

The Board, on its own behalf and on behalf of the electors of the DISTRICT, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
- B. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees;
- C. to decide upon the means and methods of performing the work and to determine the size of the work force and layoff governed by this Agreement;
- D. to continue its policies and practices of assignment and direction of its employees, determine the number of employees and scheduling of all the aforementioned;
- E. to determine hours of employment, duties, responsibilities of all employees under this Agreement; and the terms and conditions of employment;
- F. to establish, modify or change any work or business or school hours or days.

3.02

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and Constitution and Laws of the United States.

ARTICLE IV

4.00

GRIEVANCE PROCESS

4.01

Definition of Grievance

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

1. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.
2. Any Board policy, rule or regulation not involving wages, hours and other terms and conditions of employment.

4.02

Employee's Right to Present a Grievance

An employee shall have the right, at any time, to present his/her own grievance to the DISTRICT, subject to the provisions of this Agreement. The employee shall further have the right to have their grievance fully adjusted if a violation, misapplication or misinterpretation of the Agreement is found to exist.

4.03

Informal Resolution

In the event that an employee or the UNION has a complaint, they are encouraged to contact the immediate supervisor or administrator in charge who together with the employee shall endeavor to solve the problem. The employee may have a UNION representative at such a meeting if they desire.

4.04

Step 1 - Formal - To Building Administrator

In the event that a complaint has not been resolved informally, the employee and/or the UNION must submit the grievance, in writing, to their immediate administrator within ten (10) working days of the occurrence of the alleged violation. The immediate supervisor shall respond to the grievance, in writing, within five (5) working days of receiving the grievance.

4.05

Step 2 - Formal - To the Superintendent

If the grievance is not resolved in Step 1, the employee and/or the UNION may appeal the grievance, in writing, to the Superintendent or his designee within five (5) working days after receipt of the immediate administrator's response. The Superintendent, or his designee, shall arrange a hearing within five (5) working days of receipt of the appeal. All appeals shall be signed and dated by the employee and the UNION President. The employee may, at his or her option, be represented at the hearing by a UNION Representative. The Superintendent, or his designee, shall answer the grievance, within five (5) working days after the grievance.

4.06 Step 3 - Arbitration

If the grievance is not satisfactorily resolved in Step 2, the UNION, and only the UNION, may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the other party, in the Detroit offices of the American Arbitration Association within 15 calendar days after the decision in Step 2 is rendered.

The Demand for Arbitration, the selection of an Arbitrator, and all arbitration proceedings shall be in accordance with the Rules of the American Arbitration Association governing labor arbitration.

The Arbitrator's decision shall be final and binding upon the DISTRICT, the UNION, and the employee or employees involved. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority.

4.07 If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether he/she has jurisdiction to act, and if he finds that he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

4.08 Power of the Arbitrator

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the DISTRICT where the DISTRICT is given discretion by the terms of this Agreement or by the nature of the area in which the DISTRICT was acting.

The Arbitrator shall have no power to award monetary damages. The Arbitrator shall have no power to render a decision based on the law, as expressed by the legislature and the courts.

4.09 Filing Fee and Costs of Arbitration

The filing fee and the cost for the services of the Arbitrator, including per diem expenses, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

4.10 Time Limits

Any grievance not advanced to the next Step by the employee and/or UNION within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the DISTRICT and the UNION in writing; then the new date shall prevail.

4.11 Back Wages

Except in the case of payroll error, the DISTRICT shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.

4.12 Grievance Occurring Prior to the Effective Date or After Termination of Agreement

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

4.13 Processing of Grievance During Non-Working Hours

Grievances arising under this article shall be processed during non-working hours unless mutually agreed otherwise.

4.14 Processing of Grievance After Resignation

No grievance shall be filed or processed further by an employee or the UNION after the effective date of the employee's resignation.

4.15 Representation

Any party to a grievance shall have the right to be represented by the Michigan Federation of Teachers, and the American Federation of Teachers, but a party shall not be accompanied nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the UNION (except as stated above).

ARTICLE V

5.00 NO STRIKE CLAUSE

5.01 No Strike or Work Interference

The UNION and the employees agree that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.

5.02 Action by UNION

The UNION further agrees that it will take prompt action to prevent or stop strikes, sit-downs, stay-ins, slow-downs or work interference or curtailments of any kind by notifying the employees and the public that it disavows these actions.

ARTICLE V

6.00 SENIORITY, LAYOFF AND RECALL, GENERAL WORKING CONDITIONS

6.01 Probationary Period

During an employee's first sixty (60) days worked, exclusive of leaves of absence, the employee shall be considered to be in a period of probation.

6.02 Definition of Seniority

Seniority shall be defined as length of continuous service in the bargaining unit, after completion of the probationary period, exclusive of layoff and unpaid leave days. During such layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date of the termination date of the layoff and/or leave.

6.03 Placement on Seniority List

After completion of the probationary period, employees shall be placed on a seniority list as of the first day worked. All employees shall earn seniority on the basis of one year worked equals one year seniority.

Seniority for all full and part-time employees hired prior to the effective date of this Agreement shall accumulate seniority from their last date of hire (one year worked = one year seniority) minus any time off for permissive leave.

6.04 Posting of Seniority List

Within two months following the commencement of the academic school year, the DISTRICT shall post a seniority list on building bulletin boards, with a one (1) week advance copy to the UNION, and such list will be presumed accurate unless the Assistant Superintendent for Administrative Services is notified, within thirty (30) work days from the posting date, by either the UNION or any employee of alleged inaccuracies.

6.05 Termination of Seniority

An employee shall be terminated and lose seniority rights if he/she:

- A. Quits
- B. Is discharged.
- C. Is laid off for a period of three (3) years.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the DISTRICT.

- F. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the UNION and DISTRICT.

6.06 Discipline of Probationary Employees

In the period of probation, the Assistant Superintendent for Administrative Services, or his designee, shall have the right to discipline, discharge or suspend the probationary employee and such action will not be subject to the grievance procedure. Provided, however, a conference with the Assistant Superintendent for Administrative Services, or designee, will be held upon the written request of the probationary employee filed in the Administrative Services Office within ten (10) days following the action of discipline, suspension or discharge.

6.07 Discipline of Seniority Employee

A seniority employee shall not be suspended or discharged without just cause.

6.08 Layoff and Recall

- A. The UNION recognizes the exclusive right of the DISTRICT to determine personnel reductions. Layoff shall take place by classification within the unit according to need as determined by the DISTRICT. The least senior employee in the affected classification shall be reduced.

- B. Unit Classifications:

Classification A (K-5)

Recess/Lunchroom Monitors
Bus Monitors
Hall Monitors

Classification B (6-12)

Lunchroom Monitors
Hall Monitors

Classification C

KinderDay/Latchkey Caregivers
*KinderDay/Latchkey Supervisors
Latchkey Team Coordinators
Latchkey Team Leaders

Classification D

High School Guard
In-House Suspension Monitors

Classification E

Health Assistant

Special Education Teacher Assistant

Regular Education Teacher Assistant

Chapter 1 Teacher Assistant

Chapter 1 Reading Assistant

Young 5's Teacher Assistant

*This position specifies a credential requirement. Only individuals with equivalent credentials/qualifications may bump into this position.

- C. The employee shall have the right to bump the least senior employee within their same classification. In the event that the employee is the least senior employee in that classification, the employee shall be placed on layoff status. In the event that two or more employees have the same exact seniority date the DISTRICT reserves the right to break all ties at its sole discretion.
- D. Employees may not bump any employee who has a schedule that exceeds their own by more than five (5) hours per week (average weekly schedule) regardless of classification.
- E. During layoff, neither wages nor fringe benefits will be paid, nor will sick days or wage increments or seniority accrue, but upon recall, unused sick days and seniority held at the start of the layoff shall be reinstated.
- F. In the event an employee on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Administrative Services Office, and such does not notify the Assistant Superintendent for Administrative Services in writing, by certified mail, return receipt requested, within five (5) days after the receipt of such offer, of his acceptance, then such employee shall have no further rights of reinstatement unless approved by the Assistant Superintendent for Administrative Services in writing. It is understood that it is an employee's responsibility while on layoff to keep the Assistant Superintendent for Administrative Services informed in writing of his/her current address and his/her failure to do so constitutes a waiver of his reinstatement rights.
- G. The five (5) day limitation in which the employee has to notify the DISTRICT of his acceptance, as set forth in Section C above, may be waived by mutual written agreement between the UNION and the DISTRICT.
- H. A laid off employee may accept the layoff and decline to bump if the position to which the employee could bump is one that would result in movement from a position of 20 or more hours per week to a position of less than 20 hours per week. Such an employee may remain on layoff until a position of 20 or more hours opens, or until recall rights have otherwise terminated or expired.

- I. Any employee who bumps an individual in a different job title will be considered to be on a trial period for thirty (30) working days. At the end of the thirty (30) working day trial period the appropriate supervisor may extend the trial period for an additional thirty (30) working days if the supervisor feels further evaluation is necessary. After the first or second trial period the appropriate supervisor may cancel the bump and restore the original employee to the job.
- J. Employees may bump individuals in a different classification if they have greater seniority within that classification and greater DISTRICT seniority.
- K. Classifications shall be used only for the purposes of layoff and recall and shall not be used for the purposes of defining or limited job responsibilities.

6.09 Address and Telephone Number

It shall be the responsibility of each employee to notify the DISTRICT of any change of address or telephone number. The employee's address and telephone number as it appears on the DISTRICT's records shall be conclusive when used in connection with all notices to employees.

6.10 Building Closings

In any situation (such as severe weather, hazardous road conditions, heating plant failure, etc.) when in the opinion of the Superintendent of Schools it is necessary to discontinue classes for pupils in any one school building or in the entire DISTRICT, information will be provided through a designated radio station or by telephoning the employee. Employees shall be paid the number of hours they were scheduled to work that day.

6.11 Reporting Child Abuse and Neglect

It shall be the responsibility of the administration to inform employees of their obligation(s) regarding procedure(s) for reporting child abuse and/or neglect in accordance with DISTRICT policy and State Law.

6.12 Job Descriptions

The UNION and the DISTRICT shall cooperatively develop job descriptions for unit positions.

6.13 Equipment and Supplies

Employees shall have access to available instructional equipment and supplies deemed by the DISTRICT to be necessary in the performance of their duties.

6.14. Use as Substitute Teacher

Employees shall not be used in place of a regularly scheduled teacher

whenever possible. In the event that an employee is required to work in place of a regularly scheduled teacher, the employee shall be paid time and a half for that specific period of time provided the length of time is at least one-half hour in length.

6.15 Treatment of Students

Employees will not use corporal punishment and will not verbally or physically abuse students.

6.16 Administering Medication

No employee shall be required to administer medication to a student or be required to perform invasive procedures without proper training and/or appropriate supervision.

ARTICLE VII

7.00 VACANCIES AND TRANSFERS

7.01 Posting of Vacancies

Whenever the Assistant Superintendent for Administrative Services or his designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local UNION President and by posting such vacancy for five (5) work days on staff bulletin boards.

7.02 Bidding on Vacancies

Any employee interested in bidding for a position that was posted may so indicate in writing to the Assistant Superintendent for Administrative Services before the close of the posting period (not less than 5 days).

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. Promotion shall be defined as movement to a position with a higher rate of pay.

Each employee transferred under this provision shall receive a 45 day trial period in the new position. Each employee receiving a promotion shall receive a 90 day trial period in the new position. During the trial period the employee shall receive the rate for the job she is performing.

The DISTRICT shall have the right to revert an employee back to her former position if such employee's work is unsatisfactory. In such cases, written notice of unsatisfactory conditions will be given to the employee.

7.03 Vacancies While Employees are on Layoff

The provisions of Section 7.01 and 7.02 of this Article shall not apply in the event there are employees on layoff.

7.04 Temporary Filling of Vacancy

Until a qualified applicant is selected, the Assistant Superintendent for Administrative Services or his designee may fill a vacancy on a temporary basis but, if the temporary employee applies for the vacancy, he shall not be considered to have greater qualifications than other applicants.

7.05 Involuntary Transfer

When an involuntary transfer is necessary, the least senior qualified employee within the classification shall be transferred. The employee will be notified and consulted in advance of the transfer but the decision of the Assistant Superintendent for Administrative Services shall be final and binding.

7.06 Administrative Initiated Transfer

The DISTRICT reserves the right to transfer employees for reasonable and just cause and shall be limited to:

- A. Difficulties encountered in performance of duties in current position.
- B. Personnel incompatibility.

An administrative initiated transfer will not occur until after a conference has occurred involving the employee, the appropriate administrator and Assistant Superintendent for Administrative Services. At the employees request a member of the UNION may be present.

ARTICLE VIII

8.00 LEAVES OF ABSENCE

8.01 Sick Leave

- A. Beginning with the 1992/93 school year all seniority employees who work twenty (20) or more hours per week shall be granted two (2) paid sick days per school year. Beginning with the 1993/94 school year all such employees shall be entitled to a total of four (two additional) paid sick days per school year.
- B. Beginning with the 1992/93 school year all seniority employees who work less than twenty hours per week shall be granted one (1) paid

sick day per school year. Beginning with the 1993/94 school year all such employees will receive a total of two (one additional) paid sick days per school year.

- C. Unused sick leave may be accumulated up to a maximum of ten (10). Banked sick days may be used within any given year for the purpose of illness. Upon retirement or severance from the school district there will be no cash surrender for these days.
- D. All employees shall be granted one unpaid leave day per month for every month they are scheduled to work. Absenteeism that exceeds this standard may be deemed excessive.
- E. In the event of an absence of an employee due to illness or disability in excess of three consecutive working days, the DISTRICT may require the employee to provide a physician's statement verifying the illness.
- F. Compensation for sick days will be based on the scheduled hours for the day in which the absence occurs.

8.02 Extended Sick Leave

Any employee who has a minimum of one (1) year continuous employment in the DISTRICT, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of Education, or its designee. Any health leave granted under this Section A shall be without pay or fringe benefits, seniority or sick day accrual. Written notice of intention to return shall be given in writing to the Assistant Superintendent for Administrative Services at least thirty (30) days prior to the expiration of the granted leave. The employee shall be granted the first vacant position within his/her classification with comparable hours.

8.03 Workers' Compensation

Any employee who is absent because of an injury, illness or disease compensable under the Michigan Workers' Compensation Act will have two (2) options for payment while absent.

- A. Option 1 - The employee may elect to receive only those monies that would be paid to him/her as directed by the Michigan Workers' Compensation Act for the period of time that the employee is absent.
- B. Option 2 - The employee may elect to have the monies that would be paid to him/her as directed by the Michigan Workers' Compensation Act supplemented with a sufficient amount to maintain his/her regular salary for a period not to exceed his/her sick leave accumulation. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. At

monies directed by the Michigan Workers' Compensation Act.

8.04 Bereavement Leave

- A. Beginning with the 1992/93 school year all employees shall be allowed two (2) days per school year, not deductible from his/her earned sick leave, for time necessary for bereavement and/or attendance at the funeral of an immediate family member. An immediate family member shall be defined as an employee's father, mother, spouse, sister, brother or child.
- B. Beginning with the 1992/93 school year, employees shall be allowed one (1) day per school year, not deductible from his/her earned sick leave for the bereavement and/or attendance at the funeral of other relatives. Other relatives shall be limited to mother/father-in-law, grandparents, grandchildren and aunts or uncles.

8.05 Military Leave

Military leave of absence, without wages or fringe benefits, shall be granted to any regular full-time employee who shall be inducted, or who shall enlist, for one period of enlistment or military duty in any branch of the Armed Forces of the United States. An employee shall be reinstated to his/her former position.

8.06 Jury Duty

- A. A regular full-time employee shall be granted a leave of absence, not deductible from his/her earned sick leave for jury duty.
- B. An employee who serves on jury duty on a day he/she would have been scheduled to work shall either be paid the difference between his pay as a juror and his regular pay or, at the DISTRICT'S option, endorse over his juror's pay to the DISTRICT and be paid his regular pay.

8.07 Child Care/Adoption Leave

A leave of up to one (1) year for the purpose of child care and/or adoption, without pay or fringe benefits shall be granted. Following the leave, the employee shall be returned to the first vacancy in the same or comparable position.

8.08 Union Leave

A leave of up to one (1) year, and renewable annually, without pay or fringe benefits, shall be granted to an employee serving in an appointed or elected Federation position. Such employee shall be granted the first vacant position within their classification with comparable hours.

8.09 Other Leave

- A. Leaves of absence without wages, or fringe benefits, may be granted at the discretion of the Assistant Superintendent for Administrative Services. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Assistant Superintendent for Administrative Services at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the employee's right to employment in the DISTRICT.
- C. Upon expiration of the granted leave and timely and proper notice to the Assistant Superintendent for Administrative Services, the employee shall be assigned to a vacant position for which he/she is qualified and has the ability to perform.
- D. When an employee is granted such a leave of absence, he/she shall, upon return be placed on the same level on the salary schedule held prior to leave of absence and sick days accrued at the start of the leave shall be reinstated.

8.11 Leave Restrictions

Except as provided in 8.08 above, a leave of absence shall not be granted for the purpose of alternate employment. During the term of the leave the employee shall not secure or engage in alternate employment.

ARTICLE IX

9.00 EMPLOYEE COMPENSATION, FRINGE BENEFITS
AND RELATED MATTERS

9.01 Salary Schedule

The salaries of employees covered under this Collective Bargaining Agreement are set forth in the Salary Schedule.

9.02 Adjustments to the Salary Schedule

The steps in the salary schedule are based upon years of employment in the DISTRICT (not seniority). Adjustments from one step to the next will be made only at the commencement of the next appropriate academic year.

Employees covered by this Agreement shall be placed at the appropriate step upon ratification of this Agreement. Credit for years of employment prior to this Agreement shall be granted when determining placement on the salary schedule.

9.03 Tuition Reimbursement

Beginning with the 1993/94 school year employees who have completed at least two years of seniority shall be entitled to 50% reimbursement to a maximum of \$325 per academic year for actual tuition paid for courses taken with the prior approval of the Superintendent or his designee and which have a direct relationship to job responsibilities.

The DISTRICT agrees to allocate the sum of \$2,500 per year for the purpose of reimbursing employee tuition. In the event the total request for reimbursement exceeds the amount allocated, payments to each employee shall be reduced in proportion to which the total request exceeds the allocation.

Qualifications for tuition reimbursement are as follows:

- A. Completion of application/approval form as provided by the DISTRICT.
- B. Appropriate verification (report card or transcript) indicating satisfactory completion of course(s) taken.
- C. Copy of appropriate tuition receipt.
- D. Copy of Superintendent's approval.

The deadline for application for tuition reimbursement shall be October 1 (for classes taken during the preceding year) of each year. Reimbursement shall be made on or before December 1.

If an employee does not make application within the specified deadline he/she shall forfeit his/her right to tuition reimbursement for that course(s) only.

9.04 Duty Free Period

An employee shall be entitled to a thirty (30) minute unpaid duty free period at a time directed by the building/program supervisor if the employee is regularly scheduled to work 5 1/2 hours or more per day. Such a period may be mandatory at the discretion of the building/program supervisor.

Employees regularly scheduled to work four (4) or more hours per day shall be entitled to a fifteen (15) minute duty free paid break per day. Employees scheduled to work eight hours per day shall be entitled to two (2) such duty free paid breaks.

9.06 Mileage Allowance

Beginning with the 1992/93 school year employees will be reimbursed at a rate of \$.20 per mile for approved use of their personal vehicle while on school business. This provision shall not apply to transportation to and from their work site.

9.07 Damage to Personal Property

The DISTRICT agrees to reimburse employees for loss or damage to their personal property brought to their work location to be used in their work assignment, if prior written notification has been given to their supervisor, or if it is required in the employee's assignment.

Reimbursement for such items will be limited to \$100 per year for individual claims and limited to a maximum of \$500 per year total. No claim shall be filed on a loss of less than \$5.00. Personal property shall not include cash.

9.08 Paid Holidays

If an employee is required to work on a holiday, the employee will be paid double time his/her regular rate of pay for the hours worked.

The following days are recognized as holidays:

- New Year's Day
- Good Friday
- The week following Easter
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- All days between Christmas and New Year's Day

9.09 In-Service/Staff Development Time

Beginning with the 1993/94 school year the DISTRICT agrees to provide up to one day of paid in-service/staff development training per school year. Employees will be compensated for the full period of time that they are required to attend. The nature of such training will be at the DISTRICT'S discretion.

9.10 Mandatory Training

The DISTRICT agrees to reimburse total expenses for tuition, books and mileage of any employee who, at the DISTRICT'S specific request, obtains additional academic training for the purpose of becoming qualified in an area for which the DISTRICT is having difficulty securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

ARTICLE X

10.00

INSURANCE BENEFITS

10.01 Health Insurance

Beginning with the 1993/94 school year the DISTRICT shall permit eligible employees to enroll in group health/hospitalization insurance and pay the full premium through payroll deduction. The applicable premium rate shall be established by the DISTRICT utilizing the COBRA rates as provided by the DISTRICT'S health care provider. Coverage will be equivalent to that provided to Lake Shore Association of Educational Secretaries members. Eligibility requirements will be determined by the DISTRICT'S health care provider.

ARTICLE XI

MAILING ADDRESS FOR NOTICES

11.00

MAILING ADDRESS FOR NOTICES

11.01 Mailing Address

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
30401 Taylor
St. Clair Shores, MI 48082

Lake Shore Federation of Support Staff
(Home/school address of current President of L.S.F.S.S.)

ARTICLE XII

12.00

RATIFICATION

12.01 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, 1991.

BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS

David A. Webb, President

Clifford F. Kabacinski, Secretary

LAKE SHORE FEDERATION OF SUPPORT STAFF

Connie Schulz, President

Catherine Hazel, Secretary

APPENDIX A

SALARY SCHEDULE
1991/92

<u>Position</u>	<u>Current</u>	<u>1991/92</u>
In-House Monitors	\$8.00	\$8.40
Latchkey Team Teacher	7.20	7.56
Latchkey Team Coordinator	7.45	7.82
Latchkey Supervisor	8.80	9.24
All Others	6.70	7.03

BOARD SALARY PROPOSAL
1992/93

<u>Position</u>	<u>1991/92</u>	<u>Step #1(0%)</u>	<u>Step #2(2.8%)</u>	<u>Step #3(3.8%)</u>	<u>Step #4(4.8%)</u>
In-House Monitor	\$8.40	\$8.40	\$8.50	\$8.57	\$8.64
Latchkey Team Leader	7.56	7.56	7.77	7.85	7.92
Latchkey Team Coor.	7.82	7.82	8.04	8.11	8.20
Latchkey Supervisor	9.24	9.24	9.50	9.59	9.68
All Others	7.03	7.03	7.23	7.30	7.37

BOARD SALARY PROPOSAL
1993/94

<u>Position</u>	<u>Step #1(0%)</u>	<u>Step #2(1.8%)</u>	<u>Step #3(2.8%)</u>	<u>Step #4(3.8%)</u>
In-House Monitor	\$8.40	\$8.53	\$8.72	\$8.82
Latchkey Team Leader	7.56	7.91	8.06	8.22
Latchkey Team Coor.	7.82	8.18	8.34	8.51
Latchkey Supervisor	9.24	9.67	9.86	10.05
All Others	7.03	7.36	7.50	7.65

Step 1 = New Hire/Probationary Period
 Step 2 = After Probationary Period
 Step 3 = After 5 years
 Step 4 = After 10 years

APPENDIX B

MEMORANDUM OF AGREEMENT

The DISTRICT and LAKE SHORE FEDERATION OF SUPPORT STAFF agree that Job Development Center teaching assistants will be included in the bargaining unit if the program's fiscal agent is Lake Shore Public Schools. If this program is administered through any other district, the teacher assistants will not be members of the bargaining unit.

In the event that employee wages are higher than those in the bargaining unit at the time they enter the unit, their wages will be frozen until such time as the schedule reaches their salary level.

David A. Schultz
Assistant Superintendent for
Administrative Services

Connie Schulz
President, L.S.F.S.S.

Date

Date

APPENDIX B

MEMORANDUM OF AGREEMENT

It is agreed that the LAKE SHORE FEDERATION OF SUPPORT STAFF will not hold the DISTRICT responsible for layoffs and reduction provisions of this collective bargaining agreement prior to the ratification of the agreement.

David A. Schultz
Assistant Superintendent for
Administrative Services

Connie Schulz
President, L.S.F.S.S.

Date

Date

