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COLLECTIVE
BARGAINING
AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

and

LAKE SHORE ASSOCIATION OF
EDUCATIONAL SECRETARIES

ST. CLAIR SHORES, MICHIGAN

JULY 1, 1990 -- JUNE 30, 1993

Lake Shore Public Schools

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**LAKE SHORE BOARD OF EDUCATION
LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1990, 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.
- (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 and whenever the masculine is used it shall include the feminine

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 the three (3) secretaries to the Superintendent and Director of Personnel and Labor Relations, 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 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 cause the preparation of sufficient copies of this agreement to be made 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.

T.B. Test. Each employee shall file with the Personnel Office of the school district a statement showing evidence of freedom from communicable tuberculosis. Such statement must be filed in accordance with Rule 325.898, State of Michigan General School Laws.

ARTICLE II

ASSOCIATION MATTERS

Section 1. Association Use of School Rooms

The ASSOCIATION may use available rooms for its 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 which may be conducted during working hours will be done without the assistance of students and in a manner so as not to interfere with the regular assigned duties of any employee.

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 or a representation fee from the paycheck of each employee for whom the ASSOCIATION has on file a written authorization to do so, provided that the ASSOCIATION certifies to the BOARD the name of each employee who has authorized payroll deduction.
- (B) Such deductions shall continue until the employee, in writing, revokes his authorization or her services with the District are terminated, whichever occurs first.
- (C) Such deductions shall be made on a monthly basis in twelve (12) 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 school year, whichever occurs later, each employee, as a condition of employment shall:
 - (1) Tender the current membership dues to the ASSOCIATION, or (2) in the alternative, tender a 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).
- (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.

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 ninety (90) calendar days of their employment. However, it is understood that the BOARD, at its discretion, may require an additional probationary period not to exceed ninety (90) calendar days. 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 her probationary period, the employee will be considered to have seniority computed from the first day of her employment.
- (5) Probationary employees may not apply for any vacancy within the bargaining unit but 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 her work responsibilities, each employee shall be responsible to her immediate supervisor and shall diligently and to the best of her ability perform her 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.

Section 2. Employee Evaluation

Each employee shall be evaluated by an appropriate administrator/supervisor once each work year in accordance with the following procedure:

- (A) Each employee shall be evaluated in writing upon requirements and expectations established by the BOARD. The criteria for evaluation will be related to the responsibilities of the position which is being evaluated.
- (B) The administrator shall meet with the employee prior to the evaluation at which time he shall make known to the employee the general criteria upon which he will make the evaluation.
- (C) After the written evaluation is completed, the administrator will meet with the employee to discuss the evaluation.
- (D) The administrator shall provide the employee with a copy of the evaluation and the original will be placed in the employee's personnel file after it is signed by the employee and the administrator. It is understood that the employee may attach a written reaction to this evaluation if she so desires.
- (E) The evaluation shall be performed by a member of the administrative staff. However, in the event the employee is also supervised by a member of the teachers' bargaining unit, such evaluation may be written by the administrator after consultation with the teacher. An exception to this will be the evaluation

of the Secretary to the Chapter 1 Office which will be performed by the person in charge of that office.

Section 3. Discipline and Discharge

No secretary who has successfully completed her probationary period(s) 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.

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 her 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 she shall be permitted to reproduce any such material in her 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.

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 20 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 20 hours or more per week shall also be considered a full time employee under this definition.
- (B) **Part Time Employee.** Any person whose position has an annual work period of ten months or more in a regular work week and works less than 20 hours per week shall be considered a part time employee, and shall be entitled to group dental and optical insurance with full premiums paid by the BOARD. Such employee will receive sick leave and vacation benefits credited on a pro-rated basis correlated to the amount of time worked.
- (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 her probationary period in that classification shall begin at that point. Her seniority, however, shall begin as of the first date of her continuous unbroken employment as a substitute and she 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.

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 of Personnel and Labor Relations 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) Each employee will be informed in writing as to approval or denial of her transfer or promotion request within five (5) working days after all interviews are completed. If her request is rejected she shall, upon her request, be granted an interview with the appropriate administrator, and the

reasons for denial will be placed in writing at her request.

- (4) 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
 - (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 her former position if such employee's work is unsatisfactory. In such cases, written notice of unsatisfactory conditions will be given to the employee.
- (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 her skills so that she 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 is effectuated the affected 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 her salary frozen until her 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 her 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 her 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.
- (4) Any employee involuntarily transferred shall, at her 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 her 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.

(G) Involuntary Transfer -- Medical Disability

The BOARD may fill, on a permanent basis, a position vacated as a result of medical disability. Prior to such action, the BOARD or its designee shall meet with the ASSOCIATION to discuss the reasons for taking such action. An employee who becomes medically disabled shall continue to accrue district seniority and be classified as a "presently working employee" for purposes of the job bidding procedure. The employee shall not accrue sick, vacation, or personal

leave credit while absent. A physician's statement, suitable to the BOARD, to return to work shall be required. Fringe benefit insurances shall be maintained for an employee eligible for worker's compensation, while the employee is absent. Wages for an employee eligible for worker's compensation shall be sustained, on an annualized basis, at the step and category as existed on the date of injury.

- (1) Condition I: Return to work, vacancy exists within the bargaining unit. After receiving a physician's statement, suitable to the BOARD, to return to work, the employee shall be required to bid on any vacant position, or any position that becomes vacant as a result of the job bidding procedure. If the employee is returning to work from a disability eligible for worker's compensation, the employee's wages from her former classification shall be sustained, on an annualized basis, at the step and category described above, until such time as the wages for the new position, on an annualized basis, equal or exceed the former wage. If her former position required more weeks worked she may be required to work an appropriate greater number of weeks, or portion thereof, until her new annualized wage equals or exceeds her old annualized wage and her fringe benefits shall also be proportionately maintained. Failure to bid for a vacancy as herein described shall constitute a voluntary resignation and treated as such.
- (2) Condition II: Return to work, vacancy does not exist within the Bargaining Unit. In the event that a vacancy does not exist at the time the employee receives a physician's statement, suitable to the BOARD, to return to work, the employee shall be classified as a permanent substitute and may be assigned to fill-in or supplement in other clerical assignments throughout the district.
- (3) The employee will continue to receive fringe benefit insurances paid by the BOARD and wages from her former classification sustained, on an annualized basis, at the step and category described above. District seniority shall continue to accrue while assigned as a permanent substitute. Sick leave and vacation credit will be earned, on a prorated basis, for the number of days worked.
- (4) An employee in this classification must bid on any vacant position, or any position that becomes vacant as a result of the job bidding procedure. Failure to bid for a vacancy as herein described shall constitute resignation. Accumulated vacation days shall be used while classified as a permanent substitute, after prior approval is received from the Assistant Superintendent of Personnel and Labor Relations.

(H) Training Period for Employees Transferred

- (1) The BOARD agrees that, whenever possible, it will provide an employee who is transferring to another position an opportunity to work with the outgoing employee for a short period of time in order to familiarize herself with the duties and responsibilities of the new position.

Section 8. Seniority

- (A) Seniority for full time employees shall accumulate from the date of initial employment minus any time off for a general leave of absence.
- (B) Seniority for part-time employees shall accumulate from the date of initial employment minus any time off for a general leave of absence.
- (C) There shall be no distinction between 10-month and 12-month employees as to seniority. An employee who works 10 months shall be credited with one year of seniority as will an employee who works 12 months.
- (D) An employee whose services with the district are terminated and, who, at a later date is rehired shall be considered a new employee in terms of seniority.
- (E) Employees who take a pregnancy and child care leave of absence as set forth in ARTICLE VI, Section 2, will continue to accumulate seniority for the full duration of such leave.
- (F) Promotion Outside the Bargaining Unit

Any employee who is promoted to a position by the BOARD outside of the Bargaining Unit, shall continue to accumulate seniority within the former Bargaining Unit. Such employee may return to the unit only if there is a vacancy for which the employee is qualified.

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) Layoffs shall be accomplished according to the following classifications:
 - (a) Payroll Department employees
 - (b) Bookkeeping Department employees
 - (c) All other employees

Any layoffs made in the above classifications 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 employee shall not be entitled to any wages or fringe benefits but shall retain seniority rights and sick leave time previously accumulated.

- (3) Any employee in classification (a) or (b) who is identified for layoff may exercise her right to bump the lowest seniority employee in classification (c) and if 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 her skills so that she will meet such qualifications.

Any employee in classification (c) who is identified for layoff may exercise her right to bump the lowest seniority employee in classification (c) and if 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 her skills so that she will meet such 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.
- (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 her 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 her 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 her 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 her 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 her employment with the School District unless she applies for a three (3) year extension.

Section 10. Retirement

Each employee shall retire as of the date of her 70th birthday, provided that an employee shall be allowed to work a sufficient period beyond her 70th birthday to entitle her to receive full vacation for the calendar year in which her retirement is to take place.

Section 11. Conference-Workshop Allocation

The BOARD agrees to establish a conference allocation of \$25.00 per employee. Employees may apply for approval to attend secretarial training conferences and workshops, with reimbursement for their expenses being drawn from the above allocation. All applications must have the prior approval of the Assistant Superintendent for Instruction. It is understood that prior to submitting an application the employee must seek approval from the ASSOCIATION. However, approval or disapproval by the ASSOCIATION is advisory only and shall not in any way prevent the administration from acting contrary to the advice of the ASSOCIATION. It is further understood that conference days shall be granted for attendance at approved conferences and/or workshops with no charge to the employee's leave bank.

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 her 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 her immediate supervisor.
- (2) If she disagrees with the immediate supervisor concerning the upgrading of the skills listed in (A) above, she may request a meeting with the Assistant Superintendent of Personnel and Labor Relations 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.

ARTICLE V

EMPLOYEES' WORK SCHEDULE AND VACATION

Section 1. Working Hours

- (A) The regular work day for all full-time employees shall be seven (7) hours exclusive of the lunch period exempt for the employees in those positions listed below whose work day shall be eight (8) hours exclusive of the lunch period:

- All SG-AA Positions
- All SG-BB Positions
- All SG-C Positions
- All SG-D Positions
- All SG-E Positions
- All SG-F Positions

The employees in the above listed positions shall receive during the school year a salary differential of weekly wage divided by thirty-five (35) times 1.25 as compensation for the additional time on duty. In addition, those employees shall be granted an additional fifteen (15) minute relief period per day.

- (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 his building or department.
- (C) During the summer months when school is not in session, the work day for all seven (7) hour employees (Classifications A and B) shall be six (6) hours

exclusive of the lunch period and will work five (5) additional days during the school year.

Employees in Classifications AA, BB, C, D, E, and F will work eight (8) hours per day (an additional half hour per day) when school is in session. Summer hours will be eight (8) hours a day four (4) days a week.

- (D) The scheduling of full-time employees' lunch hours, 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 her lunch hour.
- (E) The work year for less than fifty-two (52) week employees is as follows:
- (1) 44 week employees commence two weeks before teachers and work one week after teachers.
 - (2) 45 week employees commence two weeks before teachers and work two weeks after teachers.
 - (3) 46 week employees commence three weeks before teachers return to school and work two weeks after teachers leave school.
 - (4) Other than the times listed in (E)(1)(2) 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.
- (F) School Closing - Severe Weather Conditions

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
 Good Friday
 Memorial Day
 Fourth of July
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving
 Day Before Christmas
 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 falls on a Saturday, it shall be observed on the preceding Friday. If any of the above holidays falls 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.
- (E) No employees, except Central Office employees, shall be scheduled to work on days during the Christmas and Easter Recess which are not holidays when children or teachers are not in the buildings.
 - (1) A skeleton staff of Central Office employees may be scheduled to work on days during the Christmas, Easter, and other Recesses which are not holidays at the discretion of the administration.
 - (a) In the event Central Office employees may be scheduled to work during such periods, 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>44-46 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 44-46 week employees | 20 Days | |

The following provisions shall apply to vacations:

- (A) Ten-month employees shall be paid for their vacation on the first pay in June. Provided, however, upon request of the employee the Assistant Superintendent of Personnel and Labor Relations may grant, for exceptional reasons, vacation time during the school year in lieu of payment.
- (B) Twelve-month employees shall 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 of Personnel and Labor Relations 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 of Personnel and Labor Relations.
- (D) Vacations for twelve-month 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 12-month 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 a 10-month 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.
- (H) It is understood that a 12-month 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 12-month employee may draw her vacation pay in advance for a regular pay period which may fall during her vacation, provided she makes a written request thereof to the office of the Director of Business Affairs at least four weeks prior to the scheduled vacation. If her vacation is changed, she shall immediately upon such change give written notice thereof to the same office.

- (I) In the event a twelve-month 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 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 her estate.

ARTICLE VI

LEAVES OF ABSENCE, SICK AND EMERGENCY LEAVE AND OTHER LEAVES

Section 1. General Leave

A leave of absence may be granted by the BOARD upon request of a seniority employee for any substantial and worthwhile purpose for a period not to exceed one (1) year. Upon the expiration of the leave period granted the employee shall be entitled to return to the district and assume the position held by the lowest seniority employee and shall have her seniority restored. The BOARD may extend the leave for an additional period of one (1) year, but such extension may be on terms other than those described above, all at the BOARD'S discretion. Seniority shall not continue to accrue while on General Leave status.

Section 2. Pregnancy and Child Care Leave of Absence

- (A) The employee shall be permitted to continue working for as long as she fully performs all of the express and implied duties and functions of her position. The following requirements shall apply to employees who are pregnant:
 - (1) An employee who is pregnant must inform the Personnel Office within a reasonable time after she has confirmation of her pregnancy.
 - (2) The employee shall submit periodic medical reports as requested, on forms provided by the BOARD.
 - (3) A pregnancy leave must be requested at least thirty (30) days prior to the date such leave is expected to commence.
 - (4) The employee's doctor shall determine the date when such employee shall cease working, provided that there has been compliance with (2) above. However, if any question arises relative to the pregnancy, the BOARD may require that the employee submit to medical examinations by a duly licensed physician selected and paid by the BOARD.
 - (5) The employee shall be able to utilize sick leave in accordance with ARTICLE VI, Section 3, only for the period the employee is medically unable to work. The period of such leave shall run from the date set by the employee's doctor as in four (4) above until at least the period of medical disability is completed. At that time the employee may immediately return to work. However, if the employee requests, she shall return to

work at the beginning of the semester according to the following schedule:

Employees taking a leave commencing from July 1st through October 31st will return to work the following January.

Employees taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the employee's position may be filled by a temporary employee.
- (7) Upon expiration of such leave, the employee shall be reinstated to her former position and shall report to work.
- (8) While on such leave an employee shall retain full hospitalization, dental, optical, and life insurance coverage for the period of medical disability. The employee shall continue to accumulate seniority for the duration of such leave.

Section 3. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

Each full time employee shall accumulate and be credited with one (1) day per month worked per working year for sick and emergency leave. In addition, each employee shall receive one additional day over and above the total number received per working year provided the employee works the entire year. At the end of each fiscal year, all such unused leave days shall be placed in the employee's leave bank to accumulate to a minimum of 60 days up to a maximum of 90 days.

When it is necessary for an employee to use a sick or emergency leave day she shall notify the Centrex Operator at the Administration Building, as early as possible, prior to the time she is to start work.

(A) Sick and Emergency Leave

- (1) The following additional conditions shall apply to this type of leave:
 - (a) Personal illness.
 - (b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged.
 - (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 school year, an employee may draw on her anticipated sick leave for the balance of the current school year, provided

that repayment in money or days shall be made prior to the last paycheck of the current school year. If repayment is not made in days accrued, the sick days used will be deducted from the employee's final paycheck.

- (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 he/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 Director of Human Resources and Special Education 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 the Centrex Operator at the Administrative Center 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 the Centrex Operator.
- (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 his 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 work year any unused personal business days shall be placed in the employee's accumulated sick leave bank for use as sick days in future years if the need arises.

(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.
- (2) Death of other relative or member of the household for a period not exceeding one (1) day.
- (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. She shall be paid the difference between her regular salary and such amount as she may receive as juror or witness fees.

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>44 WEEKS</u> | <u>46 WEEKS</u> | <u>52 WEEKS</u> |
|-------------------------|-----------------|-----------------|-----------------|
| 8 - 10 years | \$400.00 | \$425.00 | \$475.00 |
| 11 - 15 years | 450.00 | 475.00 | 525.00 |
| 16 - 20 years | 500.00 | 525.00 | 575.00 |
| 21 years and thereafter | 550.00 | 575.00 | 625.00 |

Any employee employed after July 1, 1968 shall be eligible for longevity pay upon completion of eight years of service with the school district.

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.

Section 4. Overtime Pay Rate and Compensatory Time

- (A) Whenever an employee is required by the appropriate administrator to work more than seven (7) 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, 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 seven (7) hours per day and thirty-five (35) 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 coverages 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.

- (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.

(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 \$18,000 term life insurance policy through an insurance carrier to be determined by the BOARD for each employee who is covered by hospitalization and medical insurance described in (C) below, and a \$20,000 policy for each employee who is not covered by such hospitalization insurance.

(C) Hospitalization and Medical Insurance

- (1) 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, for a hospitalization and medical insurance policy with Blue Cross/Blue Shield or equivalent, to provide the following benefits: MVF-1 with Master Medical; M.L.; D45NM; P.D. (\$3.00 Deductible); and PCES-1 & PCES-2.

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.

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 contract year shall have benefits terminated on the first day of the month following termination of employment.

- (2) It is the employee's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the BOARD in her behalf for her failure to comply with this provision.
- (3) For those employees so electing, the BOARD shall pay the full premium, under the same conditions as in (1) above, for the Blue Preferred Plan (Prudent Purchaser Organization - PPO) or equivalent. The election may be made or changed during the fall open enrollment period.

(D) Optical Insurance

- (1) Upon submission of a written application and acceptance by the carrier, the BOARD shall pay the full premium for optical insurance for each employee and their eligible immediate family dependents as defined by the United States Internal Revenue Service through a company determined by the BOARD providing the following benefits:

| | | |
|-----|----------------------------|---------|
| (a) | Eye Examination | \$36.00 |
| (b) | Lenses | |
| | Single Vision (two lenses) | \$36.00 |
| | Bifocal (two lenses) | \$60.00 |
| | Trifocal (two lenses) | \$90.00 |
| | Contacts (two lenses) | \$66.00 |
| (c) | Frames | \$30.00 |

Benefits will be provided for no more than one eye examination, two lenses, and one set of frames during any consecutive 24-month period.

- (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.

(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.

(G) 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.

Employee must maintain a minimum of 60 days in the bank before receiving reimbursement for unused days.

Upon layoff an employee will be reimbursed the banked days even if she does not have the 60 day minimum if she resigns.

Four (4) employees currently have over ninety (90) days as of June 30, 1986. They will be paid 50% for ninety (90) days and 40% for the balance of their days at the time of their retirement.

- (C) 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 \$20.00 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 continue to make available the investment by employees in the tax sheltered annuity program utilizing the following companies: Bankers,

Equitable Life, Great West, New York Life, and Washington National. All companies holding contracts through the school district with currently working employees will also be continued.

- (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 eleven (11) working days, but in no event later than June 30 of the current fiscal year, 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 his 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 his 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.

(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 he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the express terms of this agreement.

(a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His 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) He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide.

(c) He shall have no power to award monetary damages.

- (d) He shall have no power to render a decision based upon law, as expressed by the legislative bodies, the courts, or administrative agencies.
- (e) He shall have no power to substitute his 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 he 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.
- (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, 1986 for a term of two (2) years and shall expire at 11:59 p.m., Eastern Standard Time, on June 30, 1988.
- (B) The parties agree to undertake negotiations for a new collective bargaining agreement no later than April 30, 1988.
- (B) 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
30401 Taylor
St. Clair Shores, MI 48082

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

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, 1990.

**BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS**

Keith E. Schoenherr, President

Gerard M. Smigielski, Secretary

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

Barbara Carey, President

Jeanette Cappo, Secretary

APPENDIX A

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

1990-91 COMPENSATION RATE SCHEDULE

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| SG-A | 250.00 | 267.75 | 285.00 | 304.00 | 319.75 | 336.25 | 353.75 | 381.00 |
| SG-AA | 259.00 | 277.25 | 295.50 | 314.75 | 331.25 | 348.00 | 366.25 | 394.50 |
| SG-B | 260.25 | 276.00 | 294.00 | 312.50 | 327.50 | 347.00 | 362.50 | 389.75 |
| SG-BB | 269.25 | 283.25 | 304.75 | 323.75 | 339.25 | 359.50 | 375.25 | 403.75 |
| SG-C | 277.25 | 295.25 | 314.75 | 331.25 | 349.25 | 367.50 | 386.25 | 412.75 |
| SG-D | 286.50 | 304.50 | 324.50 | 340.75 | 357.50 | 377.25 | 395.50 | 422.00 |
| SG-E | 295.25 | 314.75 | 331.25 | 349.25 | 367.50 | 386.25 | 402.75 | 432.50 |
| SG-F | 326.25 | 347.50 | 363.00 | 380.00 | 398.75 | 416.50 | 433.75 | 462.75 |

SG-A POSITIONS (7 hrs. per day):

Media Technician I (44)
 Secondary Clerk (44)
 Special Services Clerk (44)
 Centrex/Food Service Clerk (44)
 Food Service Inventory Clerk (44)
 Job Development Clerk (44)
 Counselor Clerk/Typist (44)
 Elementary Clerk (44)

SG-AA POSITIONS (8 hrs. per day):

Elementary Secretary I (45)

SG-B POSITIONS (7 hrs. per day):

Media Technician II (44)
 Athletic Director's Secretary (44)
 Chapter 1 Secretary (44)
 Indian Education Office Secretary (44)

SG-BB POSITIONS (8 hrs. per day):

Data Process Technician (44)
 Elementary Secretary II (45)
 Asst. Principal's Secretary (46)

SG-C POSITIONS (8 hrs. per day):

Middle School Principal's Secretary (46)
 H.S. Asst. Principal's Secretary/
 Attendance/Student Fees (52)
 Voc. Ed. Director's Secretary (52)
 Special Education Secretary (52)

SG-D POSITIONS (8 hrs. per day):

H.S. Principal's Secretary (52)
 Asst. Superintendent's Secretary (52)
 Voc. Ed./Adult Ed. Bookkeeper (52)

SG-E POSITIONS (8 hrs. per day):

Bookkeeper/Payroll/Int. Accts. (52)
 Purchasing/Accounts Payable (52)
 Maintenance/Operations Secretary (52)
 Adult Ed. Bookkeeper (52)

SG-F POSITIONS (8 hrs. per day):

Payroll Supervisor (52)

APPENDIX A

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

1991-92 COMPENSATION RATE SCHEDULE

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| SG-A | 265.00 | 283.75 | 302.00 | 322.25 | 339.00 | 356.50 | 375.00 | 403.75 |
| SG-AA | 274.50 | 294.00 | 313.25 | 333.75 | 351.25 | 369.00 | 388.25 | 418.25 |
| SG-B | 276.00 | 292.50 | 311.75 | 331.25 | 347.25 | 367.75 | 384.25 | 413.25 |
| SG-BB | 285.50 | 300.25 | 323.00 | 343.25 | 359.50 | 381.00 | 397.75 | 428.00 |
| SG-C | 294.00 | 313.00 | 333.75 | 351.25 | 370.25 | 389.50 | 409.50 | 437.50 |
| SG-D | 303.75 | 322.75 | 344.00 | 361.25 | 379.00 | 400.00 | 419.25 | 447.25 |
| SG-E | 313.00 | 333.75 | 351.25 | 370.25 | 390.00 | 409.50 | 427.00 | 458.50 |
| SG-F | 345.75 | 368.50 | 384.75 | 402.75 | 422.75 | 441.50 | 459.75 | 490.50 |

SG-A POSITIONS (7 hrs. per day):

Media Technician I (44)
 Secondary Clerk (44)
 Special Services Clerk (44)
 Centrex/Food Service Clerk (44)
 Food Service Inventory Clerk (44)
 Job Development Clerk (44)
 Counselor Clerk/Typist (44)
 Elementary Clerk (44)

SG-AA POSITIONS (8 hrs. per day):

Elementary Secretary I (45)

SG-B POSITIONS (7 hrs. per day):

Media Technician II (44)
 Athletic Director's Secretary (44)
 Chapter 1 Secretary (44)
 Indian Education Office Secretary (44)

SG-BB POSITIONS (8 hrs. per day):

Data Process Technician (44)
 Elementary Secretary II (45)
 Asst. Principal's Secretary (46)

SG-C POSITIONS (8 hrs. per day):

Middle School Principal's Secretary (46)
 H.S. Asst. Principal's Secretary/
 Attendance/Student Fees (52)
 Voc. Ed. Director's Secretary (52)
 Special Education Secretary (52)

SG-D POSITIONS (8 hrs. per day):

H.S. Principal's Secretary (52)
 Asst. Superintendent's Secretary (52)
 Voc. Ed./Adult Ed. Bookkeeper (52)

SG-E POSITIONS (8 hrs. per day):

Bookkeeper/Payroll/Int. Accts. (52)
 Purchasing/Accounts Payable (52)
 Maintenance/Operations Secretary (52)
 Adult Ed. Bookkeeper (52)

SG-F POSITIONS (8 hrs. per day):

Payroll Supervisor (52)

APPENDIX A

LAKE SHORE ASSOCIATION OF EDUCATIONAL SECRETARIES

1992-93 COMPENSATION RATE SCHEDULE

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| SG-A | 281.00 | 300.75 | 322.25 | 341.50 | 359.25 | 377.75 | 397.50 | 428.00 |
| SG-AA | 291.00 | 311.75 | 332.00 | 353.75 | 372.25 | 391.25 | 411.50 | 443.25 |
| SG-B | 292.50 | 310.00 | 330.50 | 351.25 | 368.00 | 390.00 | 407.25 | 438.00 |
| SG-BB | 302.75 | 318.25 | 342.50 | 363.75 | 381.00 | 403.75 | 421.50 | 453.75 |
| SG-C | 311.75 | 331.75 | 353.75 | 372.25 | 392.50 | 412.75 | 434.00 | 463.75 |
| SG-D | 321.00 | 342.00 | 364.75 | 383.00 | 401.75 | 424.00 | 444.50 | 474.00 |
| SG-E | 331.75 | 353.75 | 372.25 | 392.50 | 413.50 | 434.00 | 452.50 | 485.50 |
| SG-F | 366.50 | 390.50 | 407.75 | 427.00 | 448.00 | 468.00 | 487.25 | 520.00 |

SG-A POSITIONS (7 hrs. per day):

Media Technician I (44)
Secondary Clerk (44)
Special Services Clerk (44)
Centrex/Food Service Clerk (44)
Food Service Inventory Clerk (44)
Job Development Clerk (44)
Counselor Clerk/Typist (44)
Elementary Clerk (44)

SG-AA POSITIONS (8 hrs. per day):

Elementary Secretary I (45)

SG-B POSITIONS (7 hrs. per day):

Media Technician II (44)
Athletic Director's Secretary (44)
Chapter 1 Secretary (44)
Indian Education Office Secretary (44)

SG-BB POSITIONS (8 hrs. per day):

Data Process Technician (44)
Elementary Secretary II (45)
Asst. Principal's Secretary (46)

SG-C POSITIONS (8 hrs. per day):

Middle School Principal's Secretary (46)
H.S. Asst. Principal's Secretary/
Attendance/Student Fees (52)
Voc. Ed. Director's Secretary (52)
Special Education Secretary (52)

SG-D POSITIONS (8 hrs. per day):

H.S. Principal's Secretary (52)
Asst. Superintendent's Secretary (52)
Voc. Ed./Adult Ed. Bookkeeper (52)

SG-E POSITIONS (8 hrs. per day):

Bookkeeper/Payroll/Int. Accts. (52)
Purchasing/Accounts Payable (52)
Maintenance/Operations Secretary (52)
Adult Ed. Bookkeeper (52)

SG-F POSITIONS (8 hrs. per day):

Payroll Supervisor (52)

1990-93 Compensation Rate Schedule (Notes)

- (1) Media Technician I will advance to Media Technician II upon the following:
 - (a) Successfully completing three (3) years experience as a Media Technician I or equivalent;
 - (b) Successfully completing a personal computer familiarization course, seminar or workshop approved by the Assistant Superintendent for Instruction; and
 - (c) Achieving a score of at least 70% on the Lake Shore Clerical Librarian Skills Test.

- (2) Elementary Secretary I will advance to Elementary Secretary II upon presenting evidence to the Assistant Superintendent of Personnel and Labor Relations that she has successfully met the requirements for shorthand and/or dictaphone skills. This can be done by presenting a certificate from a school or by taking a test administered by the Assistant Superintendent of Personnel and Labor Relations. She shall demonstrate capability in word processing skills.

- (3) The Data Processing Technician shall work three (3) weeks during the summer months which shall be determined by her immediate supervisor.

- (4) Credit for outside secretarial/clerical or other job-related experience may be granted for all unit positions up to four (4) years on the existing salary schedule.

- (5) Secretarial employees in Classification A and B, working seven (7) hours a day, will work five (5) additional days during the school year. Summer office hours shall be one (1) hour less than normal working hours.

Employees in Classification AA, BB, C, D, E, and F will work eight (8) hours per day (an additional half hour per day) when school is in session. Summer hours will be eight (8) hours a day four (4) days a week.

Assistant Principals' secretaries are moved from Classification B (seven hours) to BB (eight hours).

APPENDIX B

QUALIFICATIONS

POSITION

Business Office Coordinator
Payroll Supervisor
Adult Ed. Bookkeeper
Purchasing and Accounts Payable Supervisor
Payroll and Internal Accounts Clerk

QUALIFICATIONS

1. Some typing skills.
2. Data processing skills.
3. Bookkeeping Skills.
4. Record keeping skills.
5. Office and business machine skills (those machines used in the position, particularly a calculator).
6. Knowledge of filing procedures.
7. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
8. Supervisory skills (for Business Office Coordinator and Payroll Supervisor).
9. Ability to work independently (for Business Office Coordinator and Payroll Supervisor).

POSITION

Secretary for K-8 and High School Principals
Secretary for Special Services Department
Secretary for Assistant Superintendent
Secretary for Assistant Principal
Secretary for Maintenance/Operations Department
Elementary Secretary II
Secretary for Vocational/Athletic Services
Secretary to Chapter 1

QUALIFICATIONS

1. Typing skills (60 words per minute).
2. Shorthand and/or dictaphone skills.
3. Office and business machine skills (those machines used in the position).
4. Record keeping skills.
5. Knowledge of filing procedures.
6. Some knowledge of first aid procedures (if required for the position).
7. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
8. Computer skills necessary for the position.
9. Bookkeeping skills (if required for the position).

POSITION

Elementary Secretary I
Secretary for Administrative Services

QUALIFICATIONS

1. Typing skills (60 words per minute).
2. Bookkeeping skills.
3. Record keeping skills.
4. Office and business machine skills (if required for the position).
5. Knowledge of filing procedures.
6. Some knowledge of first aid procedures (if required for the position).
7. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
8. Willingness to learn about Audio-Visual Department and its operation (if required for the position).
9. Computer skills necessary for the position.

POSITION

Secondary Clerks
Special Services Clerk(s)
Job Development Clerk

QUALIFICATIONS

1. Typing skills (50 words per minute).
2. Record keeping skills.
3. Office and business machine skills (those machines used in the position).
4. Knowledge of filing procedures.
5. Some knowledge of first aid procedures (if required for the position).
6. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
7. Some bookkeeping skills (if required for the position).
8. Banking skills (if required for the position).

POSITION

Food Service Clerk/Centrex Operator
Food Service Inventory Clerk

QUALIFICATIONS

1. Typing skills (50 words per minute).
2. Record keeping skills.
3. Office and business machine skills (those machines used for the position).
4. Public relations
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
5. Centrex skills (or a willingness to learn Centrex skills).

POSITION

Media Technician I and II

QUALIFICATIONS

1. Typing skills (50 words per minute).
2. Library filing skills.
3. Record keeping skills.
4. Some knowledge of library procedure (Dewey Decimal, etc.)
5. Office and business machines (those machines used in the position).
6. Ability to work independently.
7. Public and staff relations.
 - a. Pleasant personality.
 - b. Ability and desire to work closely with administrators, teachers, and students.
 - c. Knowledge of telephone procedures.
8. Skill in operating all audio visual equipment available at the school (or a sincere willingness to learn such skill. It is understood that the administration may require training to be undertaken at Macomb Community College).

POSITION

Guidance Clerk-Typist

QUALIFICATIONS

1. Typing skills (50 words per minute).
2. Record keeping skills.
3. Office and business machine skills (those machines used in the position).
4. Knowledge of filing procedures.
5. Some knowledge of first aid procedures.
6. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
7. Some bookkeeping skills.
8. Banking skills.

POSITION

H.S. Data Processing Technician

QUALIFICATIONS

1. Typing skills (50 words per minute).
2. Op-scan skills (or a willingness to learn such skills).
3. Some typing skills.
4. Record keeping skills.
5. Knowledge of computers and computer language.
6. Knowledge of filing procedures.
7. Office and business machine skills (those machines used in the position).
8. Public relations.
 - a. Pleasant personality.
 - b. Knowledge of telephone procedures.
9. Ability to work independently.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

The ASSOCIATION and the BOARD hereby mutually agree that as long as Janice Woodworth remains in the position of Elementary Secretary II she shall be compensated at the maximum salary for Salary Grade - C (SG-C).

Also, Patricia Worbec and Alice Franckowiak will be placed on Step 2 of Salary Grade - B (SG-B), effective date of employment.

The parties mutually agree that if and when a less than 52 week employee is required to work an additional week(s) during the summer months, that employee shall be compensated at the appropriate weekly salary rate.

Blank

Michigan State University
Lansing, Michigan
48824-1117