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6/30/92

AGREEMENT BETWEEN
THE LAMPHERE BOARD OF
EDUCATION
AND THE
LAMPHERE ASSOCIATION OF
EDUCATIONAL SECRETARIES
MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION

Lamphere Schools

1989 - 1992

The Lamphere Schools
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Madison Heights, Michigan 48071

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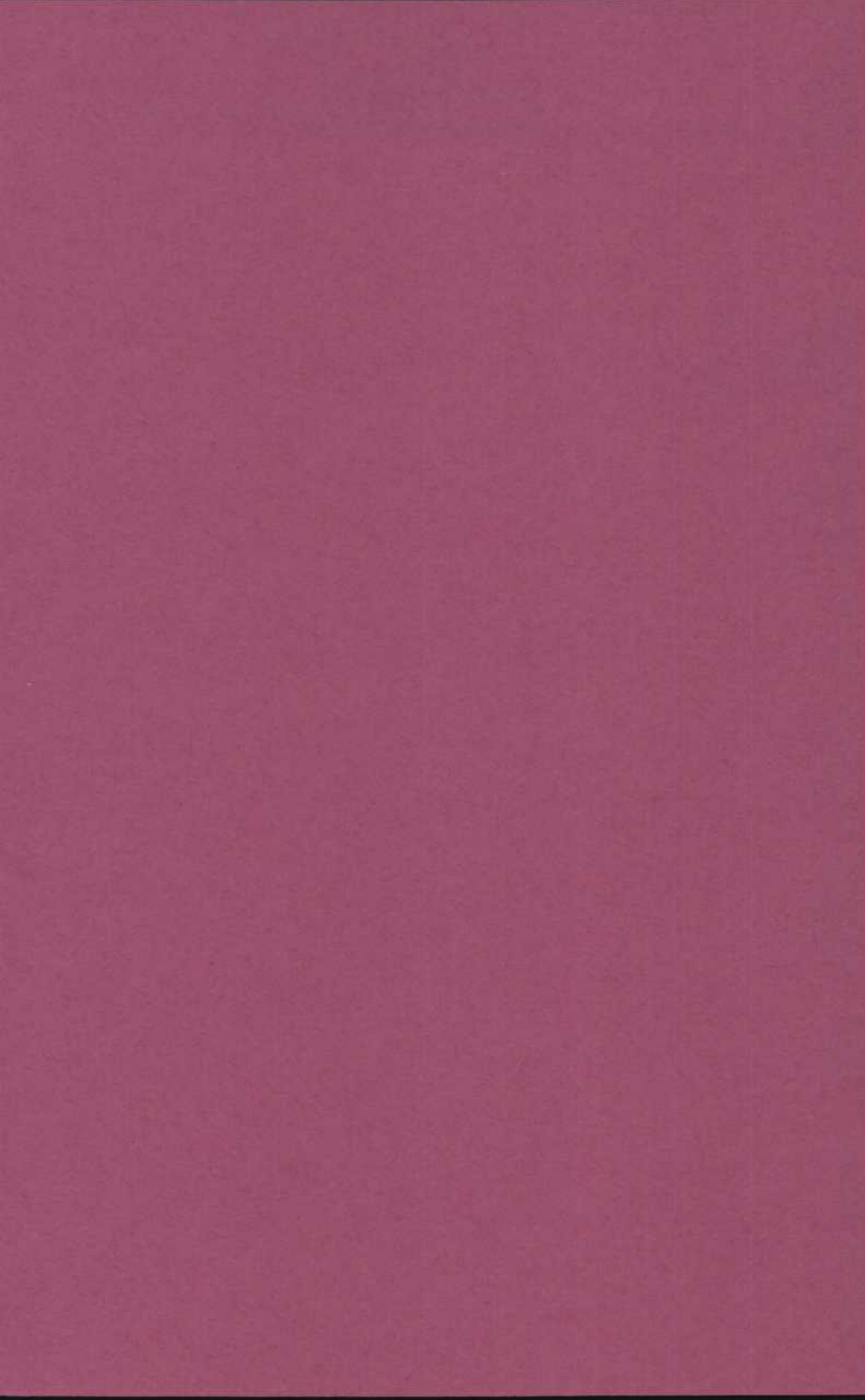


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This Agreement entered into this 12th day of September, 1989, by and between the Board of Education, The Lamphere Schools, Madison Heights, Oakland County, Michigan, hereinafter called the "Board" and the Lamphere Association of Educational Secretaries, Michigan Educational Support Personnel Association, hereinafter called the "Association."

ARTICLE I

Recognition

- Section 1: a. The Board recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, of all regularly assigned secretarial and clerical personnel, both full and part time, who are employed by the Board, with the exception of the Secretary to the Superintendent, Secretaries to the Associate Superintendents, Secretary to the Director of Finance, Accountant, Media Technicians, and Teacher Aides with instructional responsibilities.
- b. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated hereinafter, be referred to as members and/or employees, and reference to female personnel shall include male personnel.
- Section 2: During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association in respect to wages, hours and other terms and conditions of employment for employees covered under this Agreement.
- Section 3: The members of the bargaining unit shall be obligated to pay Association dues or a service fee equal to the total membership dues, assessments, and fees to the Association for costs incurred to negotiate and administer the Agreement. The members of the bargaining unit may fulfill this obligation in one (1) of the following ways:
- a. Pay the full amount of the service fee or membership dues to the Association treasurer.
- b. Submit and deliver to the Association treasurer the check-off form, as outlined in Section 6 of this Article, authorizing deduction of membership dues or service fees to the Association.
- Section 4: Probationary employees must comply with Section 3 (above) within thirty (30) days following the end of their probationary period. Employees who are presently full-time permanent employees who have completed their probationary period must comply with this Section within thirty (30) days after the ratification of this Agreement by both parties.
- Section 5: Failure to comply with Section 3 within the time periods stated in Section 4 shall constitute a basis for discharge. Upon receipt of a written request for termination because the employee has failed to comply with Sections 3 and 4, the Board shall notify the employee that his/her employment with the school district shall terminate within thirty (30) days of

such notification. If the employee complies with Sections 3 and 4 before the expiration of the thirty (30) days, the termination action shall be rescinded.

- Section 6: Upon filing with the Board of the written authorization form for payroll deduction designated below, signed by the employee, the Board agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Association membership dues and service fees which have been levied by the Association and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.
- Section 7: Employees must submit an Association authorization form thirty (30) days prior to the deduction from a payroll check.
- Section 8: The Board agrees to forward such deduction to the Association once each month. The Board further agrees to submit a list of employees from which deductions are made in the first month and every month thereafter in which the deductions are made.
- Section 9: If any court of competent jurisdiction holds that the provisions of any Section of this Article is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then Sections three (3) through eight (8) shall be null and void.
- Section 10: In any case or proceeding brought against the Board, each individual member and all administrators in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Board, in order to comply with the provisions of this agency shop provision, the Association agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action.
- Section 11: It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such right shall include, by way of illustration and not by way of limitation, the right to:
- a. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the employer.
 - b. Continue its rights and past practice of assignment and direction of work to all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing; and

the right to establish, modify or change any work or business hours or days, provided, however, that such action shall not conflict with the terms and provisions of this Agreement.

- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay-off employees so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
- d. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
- e. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities. Association members are also expected to abide by all local and national laws. The Board shall have the right to discipline, including discharge, any Association member for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Association of its intention.
- f. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- g. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- h. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- i. Determine the policy affecting the selection, testing or training of employees.

ARTICLE II

Fair Practices

Section 1: The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender or marital status, age or handicap and to represent all employees without regard to membership or participation in, or association with the activities of any employee association.

- Section 2: The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, age, handicap, marital status or membership or participation in or association with the activities of any employee organization in the hiring or placement of Association personnel.
- Section 3: The Board and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age, handicap, or, except where based upon a bona fide occupational qualification, age and gender.

ARTICLE III Grievance Procedure

- Section 1: The term "grievance" shall be interpreted to mean a complaint by a Lamphere Association of Educational Secretaries member, or by the Lamphere Association of Educational Secretaries in its own behalf, alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- Section 2: The term "day" when used in this Article shall, except where otherwise indicated, mean working days. Employees whose work year is less than twelve (12) months shall adhere to the work days scheduled for the full twelve-month period.
- Section 3: A grievance may be filed and presented by an employee or by the Association through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment.
- Section 4: All grievances shall be presented in accordance with the following procedure:
- a. **STEP ONE:** An employee having a grievance shall submit his/her grievance in writing to his/her immediate supervisor within five (5) days. The supervisor shall meet with the grievant within three (3) days to discuss the matter. The employee may choose to have the Association President present in this meeting. Within three (3) days after such scheduled meeting, the supervisor shall submit a written reply to the grievant. A copy of the decision shall be furnished to the grievant and to the Association.
 - b. **STEP TWO:** If the Association is not satisfied with the disposition at Step One, the grievance shall be submitted by the Association to the Superintendent, or designee, within five (5) days. The Superintendent, or designee, shall process the grievance in one (1) of the following ways:

- (1) The Superintendent, or designee, shall meet with the Association within five (5) days after receipt of the grievance and shall indicate his/her disposition in writing, to the Association within five (5) days after such meeting.
 - (2) The Superintendent, or designee, shall inform the Association within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Association shall take place in executive session immediately following the next regularly scheduled Board meeting. The Board of Education shall indicate its disposition of the grievance, in writing, to the Association within five (5) days after such meeting.
- c. **STEP THREE:** If the grievance remains unresolved at the conclusion of Step Two, it may be submitted to arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Board within five (5) days after the date of the Board of Education's written communication of its decision under Step Two.

Following the written notice of request for submission to arbitration, the Association and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to the arbitrator and such opinion shall be binding upon the Board and the Association. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

Section 5: The arbitrator's power shall be limited to deciding whether the Board has violated an express Article or Section of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute his/her judgment to that of the parties.

Section 6: The number of days provided for the presentation and processing of grievances in each Step of the Grievance Procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective Step of the Grievance Procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual written agreement between the Board, or its representative(s), and the aggrieved employee or the Association.

- Section 7: If a grievance affects a group of employees or the bargaining unit as a whole, the Association may submit such grievance in writing to the Superintendent, or designee, directly, and the processing of such grievance shall be commenced at Step Two.
- Section 8: If the Board does not act within the time limits stipulated within each Step, the Association may proceed to the next Step.
- Section 9: Any time spent by any Association representative, or any other member of the bargaining unit, in connection with the grievance, shall be after his/her regular working hours and without pay. Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the Grievance Procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.
- Section 10: The Board shall not be required to pay back compensation for more than one (1) year or take into consideration any such back compensation before the ratification of this Agreement. No decision in any one case shall require retroactive adjustment in any other case.

ARTICLE IV

Work Schedules and Conditions

- Section 1: a. The work day for all full-time employees shall be eight hours (8), exclusive of the duty-free lunch hour.
- b. The pay period for any one (1) week shall be defined as starting at 12:01 a.m. Monday and terminating at midnight the following Sunday.
- c. Except in circumstances deemed necessary by the administration, the regular forty-hour (40) week for full-time employees shall be scheduled Monday through Friday of each week.
- Section 2: a. Employees will be granted paid holidays, as follows:
- (1) July 4—For twelve month employees only.
 - (2) Labor Day
 - (3) Thanksgiving Day and the day after
 - (4) Christmas Day and the day before or after
 - (5) New Year's Day and the day before or after
 - (6) Good Friday
 - (7) Memorial Day
 - (8) Monday following Easter
- b. In order to qualify for such pay, the employee must have worked the scheduled work day before and the scheduled work day after the holiday or be on an approved paid leave of absence, (i.e., vacation). An employee who uses a sick day on the day before or the day after a holiday may be required to provide proof of illness. The final determination, in cases of illness, for qualification for holiday pay will rest with the Superintendent or designee.

- c. If a holiday mentioned above falls on a Saturday or Sunday, the Board may designate the work day preceding or succeeding as the paid holiday. If this designation is not made, then each employee affected will receive either an additional day's pay, or an additional day's vacation time, at the discretion of the Board.
- d. When Independence Day (July 4) falls on Thursday, the following Friday will also be a paid holiday.
- e. When Independence Day (July 4) falls on Tuesday, the preceding Monday will also be a paid holiday.

Section 3:

- a. Full-time permanent employees shall earn one (1) day of non-accumulative vacation pay for each month worked in the system, following completion of a successful probationary period. Permanent employees not employed on a full-time schedule shall receive vacation credit on a prorated basis.

In recognition of the continuous service of an employee and the generosity of the Board of Education, the following longevity schedule shall apply to employees who have completed six (6) or more continuous years of service to the district.

- (1) LONGEVITY STEP 1: After six (6) continuous years of service to the district, the employee shall earn 1.25 days per month of vacation allowance.
 - (2) LONGEVITY STEP 2: After twelve (12) continuous years of service to the district, the employee shall earn 1.5 days per month of vacation allowance.
 - (3) LONGEVITY STEP 3: After eighteen (18) continuous years of service to the district, the employee shall earn 1.67 days per month of vacation allowance to a maximum of twenty (20) days.
- b. Any employee whose services are discontinued will not forfeit her/his rights to earned vacation time. Employees whose employment with the district is terminated or reduced for any reason whatsoever, and who shall have used vacation time in excess of the days earned, shall have deducted from their pay an amount of money equal to the pay received for the vacation time used in excess of days earned.
 - c. All vacation days shall be used only at times approved by the supervisor, and shall be guided by seniority. All applications for vacation shall be in writing, and sent to the Superintendent, or designee, for final approval.
 - d. Employees whose work year is less than twelve (12) months shall use earned vacation time during the winter, mid-winter, or spring recess periods, or at other times when schools are not in session. Employees who have earned vacation time in excess of the time needed to cover

the recess periods may use such time at any time during their scheduled work year, provided it meets with the approval of their immediate supervisor and the Superintendent or designee. Any unused vacation time shall be included as pay in the last paycheck of the fiscal year.

- e. All twelve (12) months employees shall use vacation time during the year in which it is earned or within the following twelve (12) months. At the end of such time, any unused vacation time still remaining from the previous year shall be paid to the employee rather than to accumulate as future vacation time.
- f. Annual vacation day accrual will be computed as of July 1 each year. Employees will be credited with vacation days according to the years and months worked as of July 1.

Section 4: As a condition of continued employment, upon initial hiring, and every year thereafter, all employees must submit a recent chest x-ray or skin test showing that the person is free from tuberculosis. Employees who use the services of the Oakland County Health Department shall fall under the rules and regulations of the Department which allows a test approved on form K-708 to be valid for a period of three (3) years. The Board will pay for the skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.

Section 5: No member shall be expected or required to do preparations for supervisors, administrators or teachers taking classes, working on advanced degrees or teaching classes outside of the Lamphere Schools. If the member desires to accommodate the supervisor, administrator or teacher, she/he may do so after their normal working day. The rate of pay to be agreed upon between the employee and the requester.

Section 6: No work which is normally or customarily performed by the employees covered by this Agreement shall be subcontracted to any outside source which deprives employees of regular work or regular earnings or overtime. The Board, however, shall maintain its right to have such work performed by outside firms or sources for reasons of emergencies, time factors or deadlines, economy, because of special equipment, tools, and/or materials required, if such work is of a temporary nature, or to avoid temporarily increasing the number of employees in its presently employed work force.

Section 7:

- a. Employees shall be entitled to two (2) rest breaks not to exceed fifteen (15) minutes each during each eight (8) hour day worked. Each break shall be scheduled with the approval of the supervisor.
- b. When an employee is scheduled to work overtime immediately following her/his normal eight-hour shift and the overtime is anticipated to exceed two (2) hours, then the employee shall be entitled to a fifteen-minute break before beginning the overtime.

- Section 8: Employees who shall be authorized to use their cars during the course of their employment shall be paid at the rate established by the I.R.S. as of July 1, each year.
- Section 9: Employees shall not be required to work in areas where known health hazards exist. Further, employees shall be notified of any governmental-directed tests and their results regarding the employees' work environment/area.
- Section 10: Employees shall not be required to supervise students.

ARTICLE V

Promotions, Transfers and Seniority

- Section 1: The following definitions shall apply to this Article:
- a. Promotion—A promotion is a change in position which results in additional hourly compensation for work performed during normal working hours.
 - b. Transfer—A transfer shall be a change in position for which the hourly rate is the same or less than the job held by an employee.
 - c. Seniority—Seniority shall mean the length of continuous service in this bargaining unit and shall be based upon the hiring date of all employees who shall have completed the probationary period as described in Article IX. The Secretary to the Associate Superintendent for Instruction and Staff Development (Barbara Berg) shall have her previous continuous service in the district credited for the purpose of seniority.
- Section 2: Whenever a vacancy for a job within this bargaining unit shall occur, such position shall be posted for the members of the bargaining unit for five (5) days. The posting shall include the minimal qualifications for the position, as determined by the administration, but not in conflict with the qualifications needed by the last person on the job immediately preceding her/his resignation and/or termination from the position.
- Section 3:
- a. The administration shall interview all bargaining unit members who shall apply for the open position and shall determine if the applicant meets the qualifications described in Section 2 above. If more than one (1) bargaining unit member shall be deemed qualified, then the applicant with the greatest seniority within the bargaining unit shall be awarded the position on a trial basis for a period as determined by the administration but not to be less than ten (10) working days. During this trial period, the vacancy created by the move of the senior employee shall be temporary and may be filled by the Board with a substitute as determined by the Board.
 - b. The bargaining unit employee who is awarded the position under the terms of this Section may elect to return to her/his former position; provided, however, the employee shall make a written request to the

Superintendent, or designee, outlining reasons before the expiration of ten (10) working days on the new job. If more than two (2) bargaining unit employees exercise their rights under this provision, then the Board, at its option, shall not be further obligated to fill the position with a qualified member of the bargaining unit.

- c. If no bargaining unit member shall be deemed qualified for the position, then the Board may hire a new, qualified candidate who shall be probationary under the terms of this Master Agreement.

Section 4: In the event the employee who has moved to another position on a trial basis is not qualified for the position, the employee shall be returned to her/his former position within the bargaining unit.

- a. In such cases where it is determined by the supervisor that the employee is not qualified, the supervisor shall prepare a written statement giving reasons why the employee is not qualified. A copy shall be given to the employee and, if requested by the employee, a copy shall be sent to the Association President, or designee.
- b. The decision of the supervisor in determining the qualifications of an employee during the trial period shall be final and not subject to the Grievance Procedure.

Section 5: Whenever an employee shall be authorized to substitute for an employee in a higher classification for a period of five (5) or more consecutive working days, the employee shall be paid at the higher rate, retroactive to the first day of the consecutive period of substitute work.

Section 6: The Board shall provide the members of the bargaining unit and the Association representative a seniority list of employees and it shall be updated whenever a change is made.

Section 7: Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- a. If the employee quits or retires.
- b. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
- c. If the employee is absent for two (2) consecutive working days without notifying the Board and fails to give an explanation for the absence and the lack of notice which are satisfactory to the school administration.
- d. If the employee fails to return to work from layoff as set forth in the recall procedure (Article VI) provided herein.
- e. If the employee overstays a leave granted for any reason, as hereinafter provided. (Article VII)

- f. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
- g. If a settlement with the employee has been made for total disability.
- h. If an employee is on layoff equal to her/his seniority period.

Section 8: An employee in a classification subject to the jurisdiction of the Association, who has been in the past or will in the future be promoted outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Association, shall not accumulate seniority under aforesaid jurisdiction while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one held at the time of her/his promotion and the employee shall maintain the seniority rank had at the time of her/his promotion.

Section 9: Any "summer only" positions, e.g., secretaries for summer school, testing, screening, etc., shall be posted for five (5) days and in all instances where, from a time available standpoint, employees are eligible. It is understood that Sections 2, 3 and 4 of this Article are not applicable to these positions.

ARTICLE VI

Layoff and Recall

Section 1: Layoffs and recalls will be based upon seniority within the district. The employee with the least seniority in the classification in which the reduction of work occurs, will be laid-off first. The employee laid-off may exercise the individual's district seniority to displace the least senior employee in the same or any lower rated classification, on a district-wide basis, the duties of which the employee is capable of performing or accept a voluntary layoff. Employees displaced under this procedure may, likewise, displace other employees on the same basis or accept a voluntary layoff.

- a. Employees who exercise their seniority under this Section will be paid at the rate of the classification to which they are assigned. The employee will drop back to a rate comparable to her/his seniority and the classification to which the employee is assigned.
- b. Employees who exercise their seniority under this Section will be returned to their previous position before any other laid-off employees with less seniority, in the classification from which the senior employee was laid-off, are recalled.
- c. Employees who exercise their seniority under this Section to assume a new position shall be on a trial basis for a period of thirty (30) working days. During the trial period, the Board shall provide the employee with all assistance, including training to update skills, necessary to qualify the employee to perform satisfactorily. However, if, after the employee has been provided with the assistance available, the employee

is determined not to be qualified for the new position by the Superintendent, or designee, the employee shall be eligible to exercise the rights provided above.

- Section 2: Members who are laid-off shall be given a two (2) week written notice and will be placed in seniority sequence, at the top of the employment and substitute lists. Should such members be rehired before they have lost their seniority, the employee will return to work on the same step of the Salary Schedule, unless the employee completed the year, in which instance the employee would automatically be eligible for the next increment. All sick and accumulated benefits would be restored to said employee upon return.
- Section 3: Recall shall be in reverse order of layoff.

ARTICLE VII Leave of Absence With Pay

- Section 1: The following provisions shall apply to Sick Leave:
- a. Each full-time employee who has completed the probationary period shall earn and accumulate one (1) day for each month worked during a fiscal year. Probationary employees begin earning full sick leave time beginning the first day following the completion of the probationary period. During the period of probation, the employee shall earn one-half (1/2) day per month of sick leave time for each full month of employment. The probationary employee shall not be credited with the full amount of probationary sick leave allowance (one and one-half [1 1/2] days) at the time of hire, but shall earn the days upon completion of each month of employment (one-half [1/2] day per month).
 - b. The permanent employee shall be credited with the number of allowable days, not to exceed twelve (12) days at the beginning of the fiscal year. Employees shall be credited with a service accumulation for sick leave purposes at the end of each fiscal year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the employee.
 - c. Employees who are dropped from full-time employment with the school district for any reason whatsoever and who shall have used sick days in excess of those earned, shall have deducted from their last paycheck an amount of money equal to the pay received for days used above the earned amount of sick days.
 - d. Sick leave pay shall be authorized for the following causes:
 - (1) Personal illness.
 - (2) Scheduled medical diagnostic tests.

- (3) A maximum of ten (10) days per year, per emergency illness in the immediate family when necessary care cannot otherwise be arranged. The immediate family shall be limited to the employee's spouse, son, daughter, or any dependent relative living permanently in the family household.
 - (4) Death in the immediate family, which shall include the employee's spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents, or any others approved by the Superintendent or his designee. The Board shall grant the first two (2) approved bereavement days each year without deduction from sick leave.
- e. Notification of absence must be reported to the employee's supervisor, or such other person designated by the Board, at least one (1) hour before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day.
 - f. If the absence has been because of personal illness for a period of ten (10) or more consecutive working days, the employee will file with her/his supervisor, before returning to duty, a physician's certification that the employee is ready and able to return to work.
 - g. Any employee who is absent due to personal illness for eleven (11) or more consecutive working days will submit a physician's certification stating the nature of the illness and expected length of disability.
 - h. Any employee who is absent due to personal illness for ten(10) or more consecutive days that are not covered by the sick leave accumulation will apply for a leave of absence without pay for the estimated duration of the disability following the procedures of Article VIII, Section 1, a, of this Agreement.

Section 2:

- a. Permanent employees shall be eligible for three (3) days of leave with pay during the fiscal year which are identified and qualified as personal business in this Section. Permanent employees, who achieve seniority after the fiscal year shall have begun, shall be eligible for personal business leave on a prorated basis.
- b. Personal business days must be applied for in writing, with specific reasons, a week in advance, whenever possible, for the Superintendent's approval, or that of the designated representative. Personal business is defined as business of a personal nature which cannot be transacted at times other than during the employee's normal working hours. Personal business shall cover the following areas:
 - (1) Court cases, government or other legal business.
 - (2) Moving.

- (3) Religious observance of an IRS approved tax-exempt religion; provided, however, such day is deemed a high holy day and requires the employee's absence from work.
 - (4) Death of a person, not in the immediate family, but deemed especially close by the employee.
 - (5) Graduation from high school, college or an accredited institute of learning of the member or of a member of the immediate family.
 - (6) Marriage of the employee or a member of the immediate family.
 - (7) Matters of an emergency nature allowable at the discretion of the Superintendent, or designee.
- c. At the end of the fiscal year, the Board shall add any unused portion of the three (3) day personal business allowance to the individual's sick leave accumulation for the ensuing year.

Section 3: An employee called for jury duty shall be paid her/his regular salary for time lost from school duties. However, the employee shall return to the Board other compensation excluding mileage payment for performance of such duties.

- Section 4:
- a. An employee who sustains an injury or occupational disease arising out of and/or in the course of her/his employment shall be entitled to Worker's Compensation benefits.
 - b. All employees must report all injuries, in writing, upon sustaining the injury. The Board will assist in expediting all Worker's Compensation claims.

ARTICLE VIII

Leave of Absence Without Pay

Section 1: The Board, or its designee, may grant members of the bargaining unit who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay for the following reasons only:

- a. Health reasons, including members of the immediate family (spouse, son or daughter living in the employee's household or legal dependent of the employee).
 - (1) On health leave of absence, the Board will pay the first two (2) months of group life insurance and group health insurance.
- b. Child care.
- c. Military service.
- d. Other - as determined by the Superintendent or designee.

The particular circumstances surrounding each request for a leave of absence will be reviewed by the Board with the understanding that its decision in no way will establish a precedent.

Section 2: Conditions:

- a. Employees must have worked two (2) full years for the Lamphere Schools before being eligible for leave.
- b. The basic leave is for a maximum period of twelve (12) consecutive months. A leave may be extended for an additional twelve (12) consecutive months at the discretion of the Board.
- c. Employees who shall return from a leave, including any approved extension, within six (6) months of starting such leave shall return to their former positions.

Employees whose leave, including any approved extension, shall be greater than six (6) months, including any approved extension, but not greater than twelve (12) months shall be placed in an open position within the same classification; provided, however, if no open position is available, the employee shall replace the least senior employee in the same classification if that employee has less seniority than the employee returning from leave. Should the seniority of all employees in the classification be greater than that held by the employee coming back from a leave, then the returning employee shall replace an employee with less seniority in a lower classification, starting with the least senior person in such a classification category.

Employees, whose leave, including extensions are greater than twelve (12) months, shall be placed in the first available position; provided, however, that the employee returning from leave shall not be automatically eligible for an open position that is in a higher classification than the position the employee held prior to the leave, but must conform to the promotion procedures outlined in Article VII of this Agreement.

- d. If the employee on leave accepts a job with another employer while on leave without Board approval, her/his leave will be automatically terminated and her/his employment with the Lamphere Schools will terminate.
- e. An employee on leave of absence shall not lose sick leave time accumulated prior to her/his leave. However, sick leave time shall not accumulate during his/her leave of absence.
- f. Employees given a leave of absence without pay will be permitted to pay regular contributions to the insurance plans covered by this Agreement and which are allowable by the applicable insurance company.
- g. While an employee is on a leave of absence without pay, there shall be no advancement on the Salary Schedule.

- h. Employees granted a leave of absence without pay shall retain seniority status as defined in Article V, Section 1 c but shall be subject to the terms of the layoff procedure, if necessary, as outlined in Article VI of this Agreement.
- i. An eligible employee who shall meet the conditions of this Article must submit a written request to the Board at least thirty (30) days before such leave shall begin, except in cases of emergency where the administration determines there has been an emergency.
- j. Employees shall be required to file a written notice of availability with the Superintendent no later than thirty (30) days prior to the termination of the leave, except in cases of emergency where the administration determines there has been an emergency. Failure to comply with this provision shall be interpreted as a resignation from the district by such employee.
- k. Before returning to their duties, employees who have been on a child bearing or health leave of absence must be certified by their physician as being ready and able to return to their full assignment. (NOTE: "CHILD BEARING LEAVE" MAY BE A LEAVE OF ABSENCE WITH PAY THROUGH USE OF ACCUMULATED SICK LEAVE TIME, PROVIDED THE EMPLOYEE HAS A SUFFICIENT ACCUMULATION OF SICK LEAVE TIME TO COVER THE LENGTH OF THE LEAVE OF ABSENCE.)

Section 3:

For the purposes of this Agreement, the term "child bearing" shall be interpreted to mean the period of time from the day of the birth of a baby until the physician certifies the mother free of disability, normally a six (6) week period.

For the purposes of this Agreement, the term "child care" shall be interpreted to mean that the employee spends full time caring for an infant child from the end of the child bearing period of time up to and including the first year of the infant's life.

- a. In the case of a child bearing absence (leave), the following provisions shall apply:
 - (1) An employee who becomes pregnant will notify the Superintendent, or the designee, in writing after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact the employee is pregnant and giving the estimated date of delivery.
 - (2) An employee requesting a child bearing absence (leave) shall be permitted to continue working provided her doctor certifies that the employee is physically well enough to work and perform all duties and functions of her position and does not create an industrial risk.

(3) The employee shall provide the Board, upon request, statements from her physician regarding the employee's physical well-being and ability to perform the duties of the employee's position.

b. In the case of a child care leave, the following provisions shall apply:

(1) The employee shall make a request, in writing, for a child care leave of absence without pay to the Board of Education through the Superintendent, or designee, at least thirty (30) days prior to the starting date of the leave.

(2) An employee who is granted a child care leave of absence shall be subject to the provisions of Section 2, b. above.

Section 4:

a. An eligible employee desiring a leave of absence shall submit her/his request, in writing, to the Superintendent or designee.

b. Excessive absences, prior to the start of any health-related leave of absence (i.e., child bearing) may be considered sufficient reason, after receipt of a Board-paid second medical opinion, to place the employee on the health-related leave of absence at an earlier date.

ARTICLE IX

Probation and Disciplinary Procedure

Section 1:

All new employees will serve a three-month probationary period. Any employees hired after the end of the school calendar year may have the probationary period extended, so as to fulfill the three-month probationary period after the start of school. Seniority will revert to first day of hire upon completion of said probationary period.

Section 2:

At any time during the probationary period when a new employee fails to satisfactorily perform the duties of the position for which the employee was hired, the administration may discharge said employee. Termination of a probationary employee shall not be subject to the Grievance Procedure.

Section 3:

Probationary employees shall be eligible for Agreement fringe benefits as follows:

a. Life insurance shall begin at the next Board reporting period to the carrier after the employee has worked one day for the district.

b. Sick leave will be earned as per provisions of this Agreement after the employee has worked five (5) consecutive work days.

c. Holiday pay, personal business leave and vacation allowance shall be earned after two (2) months of consecutive employment with the district.

Section 4:

Upon completion of the probationary period, the employee will be classified as a permanent employee and shall be eligible for benefits given to all permanent employees.

A written evaluation will be prepared. The evaluation form will also be used as a means of improving the skills and techniques of the individual. The principal and/or the immediate supervisor will point out strengths and weaknesses in the specific areas so that the employee may upgrade her/his performance. Following the written evaluation, the principal and/or the immediate supervisor will conduct an interview to discuss the written evaluation with the employee and the employee will sign the written evaluation as well as the evaluator.

Section 5: Disciplinary interviews and reprimands will be conducted in private.

Section 6: When an employee is given a disciplinary discharge or layoff, or a written reprimand and/or warning which is to be affixed to her/his personnel record, the employee will be promptly notified in writing of the action taken.

ARTICLE X Retirement

All employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who shall have worked for the Lamphere Schools for ten (10) years immediately prior to the date of their retirement shall receive:

- a. In the 1989—90 school year, a lump sum payment equal to fifty percent (50%) of the remaining days in the employee's sick leave accumulation at the rate they were to be paid to the employee at the time of retirement. Such lump sum payment shall be capped at six thousand dollars (\$6,000).
- b. In the 1990—91 school year, a lump sum payment equal to fifty percent (50%) of the remaining days in the employee's sick leave accumulation at the rate they were to be paid to the employee at the time of retirement. Such lump sum payment shall be capped at six thousand, five hundred dollars (\$6,500).
- c. In the 1991—92 school year, a lump sum payment equal to fifty percent (50%) of the remaining days in the employee's sick leave accumulation at the rate they were to be paid to the employee at the time of retirement. Such lump sum payment shall be capped at seven thousand dollars (\$7,000).

ARTICLE XI Insurance

Section 1: The Board agrees to furnish all members of the bargaining unit with group life insurance coverage as indicated below. The policy shall provide for double indemnity for accidental death and dismemberment.

- a. In the 1989—90 school year the amount of coverage shall be thirty-five thousand dollars (\$35,000).

- b. In the 1990—91 and 1991—92 school year the amount of coverage shall be forty thousand dollars (\$40,000).

Section 2: All full-time bargaining unit members who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance in this Section.

- a. The Board shall pay the health insurance premium for eligible employees and their dependents as provided in this Section.
- b. Coverage to be offered, or equivalent:

Blue Cross/Blue Shield MVF2, MM4, P.P.D-2, FAE-RC, VST, RPS, and riders requiring hospital admission predetermination and a mandatory second opinion for non-life threatening surgery;

OR

The option of the Blue Cross/Blue Shield "Blue Preferred Plan" (also known as a PPO) comprehensive hospitalization, D45MM, CC, OPC, Trust-15, MVF-2, ML, FAE-RC, RPS, SAT-2, VST, SOT-PE, GLE-1, Plus-15, \$2 Prescription Drugs, PD-MAC, APDBP, Master Medical Option IV, MMC-POV, (100% of office visits).

Section 3: The Board shall provide Blue Cross/Blue Shield Vision Care coverage equal to the current Co-Op Optical Plan VI.

Section 4: The Board shall provide dental insurance as follows:

- a. Diagnostic 75%/25%
b. Restorative 75%/25%
c. Prosthesis 75%/25%
d. Orthodontics 60%/40%

Maximum expenditures shall be limited to:

- a. Basic and major services (a, b, c)—\$1,200 annually per covered individual.
- b. Orthodontics expense (d)—\$800 lifetime maximum per covered individual.

Section 5: The Board agrees to pay the premiums for an Income Protection Insurance Plan which provides a combined employee income of sixty-six and two-thirds percent (66 2/3%) with a combined maximum of one-thousand, five hundred dollars (\$1,500) per month of an employee's salary after either depletion of the employee's accumulated sick leave time or ninety (90) days of illness or disability based on the employee's choice.

The employee must notify the Superintendent, or designee, in writing, of her/his irrevocable choice, during the term of said illness or disability, not later than the forty-fifth (45) day of illness or disability.

- Section 6:
- a. The benefits included in this Article shall be by way of a fringe benefit with no cash reimbursement to any employee.
 - b. For appropriate coverage of any benefit listed in this Article, the employee shall certify in writing that the employee is entitled to such insurance coverage. Violation of this certification shall require the employee to reimburse the Board for all payments made in her/his behalf and exclusion from this benefit. It is understood there is no limitation of time for this provision to be invoked.
 - c. Upon termination, resignation, dismissal, etc., with the Board, the employee's health insurance, as described above, will cease to be paid by the Board. Except, however, an employee may by cash payment prepay her/his insurance for those months between employment, provided such procedure is in accordance with the insurance company.

ARTICLE XII

Association Representatives and Activities

Section 1: Representatives:

- a. The district recognizes the right of the Lamphere Association of Educational Secretaries (LAES) to designate officers and committee members. Such representatives must be employees who meet the requirements of the LAES or employees of the Michigan or National Education Association.
- b. The Lamphere Association of Educational Secretaries agrees that it will notify the district within forty-eight (48) hours of the names of newly elected officers, committee members and employees of the Michigan/National Education Association who are authorized to represent the Lamphere Association of Educational Secretaries during the term of this Agreement. Such officers, committee members and MEA-NEA employees shall not be entitled to exercise their respective function as herein described until the district has been notified.

Section 2: Activities:

The duties and activities of the representatives shall be:

- a. To investigate and present grievances in accordance with the provisions of this Agreement.
- b. To transmit such messages and information which shall originate with, and are authorized by, the Association or its officers, provided such messages and information:
 - (1) Have been reduced to writing, or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the functioning of the school system.

- c. If the employee so requests, an officer or representative of the Association may represent all members during meetings with the Administration that deal with, or could lead to, discipline, reprimand, warning, etc.

Section 3: Authorized representatives of the Association shall be permitted, upon obtaining the approval of the Superintendent, or designee, to visit schools or buildings in the district during working hours to talk with the LAES officers and/or representatives of the district concerning matters covered by this Agreement; it being understood that there will be no interference with the work.

Section 4: The Article of the Agreement is concerned with the proper functioning of Association representatives.

Except as specifically provided herein, no employee shall make any use of working hours for any Association activities.

ARTICLE XIII Strike Prohibition

Section 1: The Association recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and on behalf of all those whom it represents, as follows:

- a. The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike, during the life of this Agreement, which is defined "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 any purpose."
- b. In the event of any strike in violation of this Agreement or of the law, the Association will take any and all action reasonably within its power to bring the strike to an end.

Section 2: It is further agreed that any employee who strikes in violation of this Agreement shall be disciplined up to and including discharge. No such discipline imposed under this Section shall be imposed until a period of twenty-four (24) hours shall have passed from the time the employee does commit the violation.

ARTICLE XIV General Provisions

Section 1: The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and

agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless by mutual agreement.

- Section 2: This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, right, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law, then such provisions shall be of no force and effect, but all other provisions shall be continued in full force and effect. Those provisions which are affected by law shall be subject to renegotiations by the Board and the Association in order to bring such provisions within the limits of the law.
- Section 3: Copies of this Agreement shall be reproduced at the expense of the Board and copies shall be given to the Association in order that they may have one (1) copy for each member of the bargaining unit plus twenty-five (25) copies for the Association.
- Section 4: The Board will, upon written request, provide the Association with such statistics on financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.
- Section 5: The Association shall have the right to communicate with its membership using the district's mail service. All such communications will be clearly identified as Association materials and the Association accepts all responsibility for such materials.
- Section 6: When facilities or equipment are desired for Association meetings, such requests will be submitted through normal channels, in accordance with Board policy.
- Section 7: When a duly authorized administrative official deems that a school or building cannot open for business because of an emergency nature or abnormal happening, the employee may be required to report to work at another building during the period of emergency. Employees sent home or requested not to work by the duly authorized administrative official during this period of emergency will not suffer a loss in salary.
- Section 8: The Board, at its discretion, may pay for travel and registration fees of employees who shall attend approved conferences and/or workshops which would be of benefit to the district. To qualify for a conference, the employee

shall forward a written request to the Association President or representative, detailing the title of the conference, place, dates, cost and how it will benefit the district. The Association President or representative shall forward this request with her/his recommendation to the Superintendent, or designee, for consideration. Notification of approval or disapproval shall be communicated to the Association President or representative, and the employee requesting the conference. The decision of the Superintendent, or designee, shall be final and is not subject to the Grievance Procedure.

- Section 9: When requested by the bargaining unit member or required by the Board and prior written approval is given by the Superintendent, or designee, the full cost of tuition, fees and books for work-related classes shall be paid by the Board. The decision of the Superintendent, or designee, is not subject to the Grievance Procedure.
- Section 10: When approved by the Superintendent, or designee, the Board will grant a maximum total of three (3) days for Association workshops and/or conferences.
- Section 11: Employees shall not be held responsible for the loss, within the school or while on official school business, of school property or a student's property, unless proof of negligence is established.
- Section 12: The Association and Board agree that the employment of members of this bargaining unit in The Lamphere Schools is necessary to further the educational goals for all its students. A necessary part of this employment is the insurance that a full work force is available when needed to perform work required to accomplish the educational goals. Recognizing this, both parties agree to make every effort to insure that the absenteeism of an employee is for just cause.

Whenever an employee's absenteeism is a matter of concern, the Superintendent, or designee, shall meet with the employee to discuss the problem. If, in the Superintendent's opinion, a cooperative effort from the Association is necessary, the Superintendent, or designee, may follow the procedures below:

- a. The Superintendent, or designee, shall notify, in writing, the Association President or representative, when he/she believes an employee's absenteeism record is a matter of concern.
- b. The Association President, or representative, may meet with the employee to discuss the absenteeism record of the employee. Suggestions and/or counsel may be given to the employee by the Association which shall further the aim of improving the employee's work attendance record.
- c. The Association shall notify the Board of the action taken.

Section 13: Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement.

Section 14: It is recognized that several cooperative work education programs in the schools are valuable and necessary experiences to the education welfare of the students, and that the hiring of temporary employees, referred to as students, in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary students employees.

ARTICLE XV Compensation

Section 1: The employees covered under this Agreement shall receive a base hourly rate as follows:

- a. Schedule A shall begin on July 1, 1989, and shall terminate on June 30, 1990.
- b. Schedule B shall begin on July 1, 1990, and terminate on June 30, 1991.
- c. Schedule C shall begin on July 1, 1991, and terminate on June 30, 1992.

Section 2: The time element between each step shall be twelve (12) months.

Section 3: Annual increments shall be paid to employees according to the Salary Schedule and the following provisions:

- a. All employees who have a hiring date prior to July 1, 1971, shall receive annual salary increments, when eligible, on July 1 of each year.
- b. All employees hired after July 1, 1971, shall receive annual salary increments, when eligible, on their anniversary date of hire as a bargaining unit employee.

Section 4: Longevity pay shall be given to each classification according to the following schedule:

- a. Longevity Step 1: After completion of seven (7) years of continuous service in the system.
- b. Longevity Step 2: After completion of ten (10) years of continuous service in the system.
- c. Longevity Step 3: After completion of twelve (12) years of continuous service in the system.

An approved leave of absence will not be considered an interruption in service, but any time spent on such leave will not be counted as part of the service time towards longevity.

- Section 5: The work year for all bargaining unit positions will be one (1) of the following:
- a. Ten (10) month employee—September 1 through June 30.
 - b. Ten and one-half (10 1/2) month employee—August 15 through June 30.
 - c. Eleven (11) month employee—August 1 through June 30.
 - d. Eleven and one-half (11 1/2) month employee—July 15 through June 30.
 - e. Twelve (12) month employee—July 1 through June 30.
 - f. Days equal to student attendance days.
- Section 6:
- a. All approved hours worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, provided that such overtime payment is recommended by the immediate supervisor and has the approval of the Superintendent or designee.
 - b. Employees who shall be required to work on a paid holiday shall be paid overtime pay at a rate of two (2) times their daily rate in addition to their holiday pay.
- Section 7: The Board shall continue to pay the mandatory State of Michigan retirement contributions for salaries received by members of this bargaining unit. However, the Board will not be expected or required to pay any voluntary contributions to the Michigan Public School Employees Retirement System elected by members of this bargaining unit.
- Section 8: Bargaining unit members shall have the right to receive their pay in one (1) of the following ways provided that written notification is made to the Payroll Office prior to the issuance of the first check in September.
- a. Employees may elect to receive their pay in equal installments equivalent to their work year.
 - b. Employees may elect to receive their pay in twenty-six (26) equal installments throughout a twelve (12) month period (September through August). Employees who are not working during July and August will provide the Payroll Office with a summer address.
 - c. Employees may elect to receive their pay in twenty-six (26) installments with the final school year check (June) containing a lump-sum payment for the summer months.

Section 9:

- a. Classification of jobs has been assigned by the number of job skills and responsibilities required for the position. A change in a job classification may be made by the Superintendent, or designee, when there is sufficient evidence to show that a job has required new skills and new responsibilities.

An employee who shall feel that a job has acquired new skills and new responsibilities shall submit a request to the Superintendent, or designee, in writing, requesting a job classification change. The request shall list all such new skills and responsibilities.

The Superintendent, or designee, shall investigate each request received and shall schedule a meeting with the employee to discuss the request. The Association President, or designee, shall be invited to attend the meeting.

The Superintendent, or designee, shall communicate his/her decision on the request, in writing, to the employee, with a copy to the Association President and designee.

The decision of the Superintendent or designee shall be final and will not be subject to the Grievance Procedure.

- b. An employee who has documented proof approved and signed by her/his immediate supervisor of the assumption of additional responsibilities or the learning of new additional skills, will be determined to have met the above criteria of "acquiring new skills and new responsibilities" to be eligible for a reclassification of her/his position.
- c. Employees who assume additional duties related to district-wide committees and/or responsibilities shall be paid an annual supplement stipend, approved by the Superintendent, or designee, whose decision shall be final, for each activity.

The supplement stipend shall be based on one-half percent (.05%) of the annual wage paid for ten and one-half months (1840 hours) at Step 1 of Class I.

- d. The following job classifications shall be in effect:

- (1) Class I:

- a) District office clerks
- b) Teacher aides with non-instructional duties
- c) Secondary student attendance clerks

- (2) Class II:

- a) Lamphere Center clerk
- b) Secretary to Title I
- c) Secretaries in offices other than head secretaries

- d) Media center receptionist/materials circulation
 - e) Library Clerk, Page Middle School
- (3) Class III:
- a) Accounts payable
 - b) Assistant graphic artist
 - c) Secretary to Director of Athletics/Attendance
 - d) PBX operator/substitute attendance clerk
 - e) Secretary to Transportation Department
 - f) Learning Ladder clerk
 - g) Library clerk, Lamphere High School
 - h) Counseling Office secretary, Lamphere High School
 - i) Counseling Office secretary, Page Middle School
- (4) Class IV:
- a) Lamphere Center secretary
 - b) Secretary to Maintenance/Grounds
 - c) Secretary to Director of Special Services
 - d) Learning Ladder secretary
 - e) Secretary to Assistant Principal, Lamphere H. S.
 - f) Secretary to Assistant Principal, Page M. S.
 - g) Center Programs secretary
 - h) Head secretary, Edmonson Elementary
 - i) Head Secretary, Hiller Elementary
 - j) Head Secretary, Lessenger Elementary
 - k) Head Secretary, Simonds Elementary
 - l) Internal Accounts, Lamphere High School
 - m) Internal Accounts, Page Middle School
- (5) Class V:
- a) Graphic artist
 - b) Accounts receivable and payable
 - c) Bindery/printer
 - d) Technician-Printing and Graphics
 - e) Head secretary, Lamphere High School
 - f) Head secretary, Page Middle School

(6) Class VI:

- a) Supervisor - Printing and Graphics
- b) Payroll clerk
- c) Data Processing technician
- d) District Printer
- e) Additions in classification may be made by the Superintendent or designee when new positions are added. The Association shall be notified when such additions are made to the job classifications and provided the opportunity to negotiate the rate of pay. The decision of the Superintendent, or designee, shall be final and will not be subject to the Grievance Procedure.
- f) The parties agree that they will mutually develop a "Letter of Understanding" stipulating that they will explore, during the first year of this Agreement, the possible restructuring of the listing of job/pay classifications. Further, any proposed change in the current structure of the job/pay classifications shall be submitted to the respective constituent bodies for ratification.

SALARY SCHEDULES

SCHEDULE A

Hourly Rate for Period Beginning
July 1, 1989, and Ending June 30, 1990

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$ 8.35	\$ 8.68	\$ 8.97	\$ 9.27	\$ 9.50	\$ 9.72
2	8.68	8.97	9.27	9.59	9.82	10.04
3	8.97	9.27	9.59	9.90	10.12	10.32
4	9.27	9.59	9.90	10.21	10.39	10.59
5	9.59	9.90	10.21	10.51	10.72	10.93
6	9.90	10.21	10.51	10.84	11.03	11.21
L1	10.12	10.39	10.72	11.03	11.25	11.48
L2	10.31	10.72	11.03	11.32	11.57	11.81
L3	10.51	11.03	11.32	11.65	11.87	12.08

SCHEDULE B

Hourly Rate for Period Beginning
July 1, 1990, and Ending June 30, 1991

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$ 8.85	\$ 9.20	\$ 9.51	\$ 9.83	\$ 10.07	\$ 10.30
2	9.20	9.51	9.83	10.17	10.41	10.64
3	9.51	9.83	10.17	10.49	10.73	10.94
4	9.83	10.17	10.49	10.82	11.01	11.23
5	10.17	10.49	10.82	11.14	11.36	11.59
6	10.49	10.82	11.14	11.49	11.69	11.88
L1	10.73	11.01	11.36	11.69	11.93	12.17
L2	10.93	11.36	11.69	12.00	12.26	12.52
L3	11.14	11.69	12.00	12.35	12.58	12.80

SCHEDULE C

Hourly Rate for Period Beginning
July 1, 1991, and Ending June 30, 1992

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$ 9.34	\$ 9.71	\$ 10.03	\$ 10.37	\$ 10.62	\$ 10.87
2	9.71	10.03	10.37	10.73	10.98	11.23
3	10.03	10.37	10.73	11.07	11.32	11.54
4	10.37	10.73	11.07	11.42	11.62	11.85
5	10.73	11.07	11.42	11.75	11.98	12.23
6	11.07	11.42	11.75	12.12	12.33	12.53
L1	11.32	11.62	11.98	12.33	12.59	12.84
L2	11.53	11.98	12.33	12.66	12.93	13.21
L3	11.75	12.33	12.66	13.03	13.27	13.50

SUPPLEMENTAL STIPEND

1989-1990 \$76.82 PER ACTIVITY

1990-1991 \$81.42 PER ACTIVITY

1991-1992 \$85.93 PER ACTIVITY

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989, and shall continue and remain in full force and effect to June 30, 1992, as otherwise provided herein. All salaries agreed to on this date shall commence on July 1, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereinto set their hands and seals this 12th day of July, 1989.

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS, MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN

FOR THE LAMPHERE ASSOCIATION OF EDUCATIONAL SECRETARIES, MESPA/MEA/NEA

