

# **Agreement**

**Board of Education, Lakeview Public Schools  
St. Clair Shores, Michigan**

**and**

**Lakeview Secretarial/Clerical Union**

**Represented by**

**International Union of  
The American Federation of State, County, and  
Municipal Employees,  
Council 25, Local 1317**

**2009-2011**

## INDEX

### 2009 - 2011 CONTRACT

|                                                      | Page |
|------------------------------------------------------|------|
| Duration of Agreement.....                           | 2    |
| Article I Recognition.....                           | 5    |
| II Secretary Rights .....                            | 5    |
| Agency Shop.....                                     | 7    |
| III Salary - Payroll.....                            | 8    |
| Payroll Regulations .....                            | 9    |
| IV Paid Leave .....                                  | 10   |
| Contagious Diseases .....                            | 11   |
| V Leaves of Absence .....                            | 11   |
| Child Care - Short Term                              |      |
| Child Rearing - Long Term                            |      |
| Extended Leaves .....                                | 12   |
| Extended Illness .....                               | 13   |
| Leave for Good Cause.....                            | 13   |
| VI Worker's Compensation .....                       | 14   |
| VII Work Policy.....                                 | 14   |
| VIII Termination of Employment .....                 | 15   |
| IX Lay-Off and Recall.....                           | 16   |
| X Discipline .....                                   | 18   |
| XI Board Rights .....                                | 19   |
| XII Retirement.....                                  | 20   |
| XIII Seniority.....                                  | 20   |
| XIV Vacancies - New Positions - Promotions .....     | 21   |
| Trial Period and Evaluation .....                    | 22   |
| Tests.....                                           | 23   |
| XV Medical Examination.....                          | 24   |
| XVI Evaluation .....                                 | 24   |
| XVII Union Rights and Meetings.....                  | 25   |
| XVIII In-Service Training/Tuition Reimbursement..... | 26   |
| XIX Special Conferences .....                        | 26   |
| XX Grievance Procedure .....                         | 26   |

**INDEX (cont'd.)**

|                                      |                                                          |           |
|--------------------------------------|----------------------------------------------------------|-----------|
| <b>XXI</b>                           | <b>Vacations .....</b>                                   | <b>29</b> |
|                                      | <b>    Paid Holidays .....</b>                           | <b>30</b> |
| <b>XXII</b>                          | <b>Personnel File.....</b>                               | <b>31</b> |
| <b>SCHEDULE A</b>                    | <b>Longevity Pay Plan .....</b>                          | <b>31</b> |
|                                      | <b>Other Benefits - Health.....</b>                      | <b>32</b> |
|                                      | <b>    Health, Dental, Term Life Insurance, Optical,</b> |           |
|                                      | <b>    Unused Leave Days .....</b>                       | <b>32</b> |
|                                      | <b>Disability Insurance .....</b>                        | <b>36</b> |
| <b>XXIII</b>                         | <b>Secretarial Classifications .....</b>                 | <b>33</b> |
| <b>SALARY SCHEDULE</b>               | <b>.....</b>                                             | <b>37</b> |
| <b>CONSOLIDATION/ANNEXATION.....</b> |                                                          | <b>38</b> |
| <b>SUCCESSOR CLAUSE.....</b>         |                                                          | <b>38</b> |
| <b>APPENDIX A</b>                    | <b>Evaluation .....</b>                                  | <b>38</b> |
| <b>APPENDIX B</b>                    | <b>Health, Vision, Dental Coverage .....</b>             | <b>42</b> |

## DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing **July 1, 2009, and ending June 30, 2011**. The Agreement may be extended beyond its expiration date by mutual agreement of the parties. Either party may request such extension in writing, and any agreement for extension shall also be in writing and signed by the respective parties.

This Agreement shall not be extended orally. Request for modification or changes in this Agreement shall be made at least sixty (60) days prior to the expiration date.

Upon mutual agreement of both parties, this contract may be opened at any time for the purpose of suggesting language changes.

LAKEVIEW BOARD OF EDUCATION

AFSCME COUNCIL #25, LOCAL 1317  
Lakeview Secretarial/Clerical Union

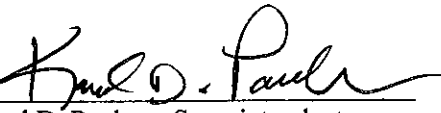
By   
Daniel Dombrowski, President

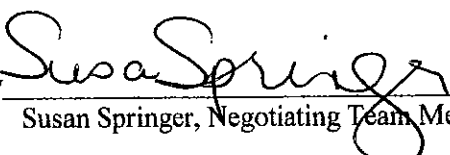
By \_\_\_\_\_  
Paul Long, AFSCME Representative

By \_\_\_\_\_  
Timothy Houlihan, Secretary

By   
Michael C. Wenner, Vice-President

By   
Denise Lipsett, Vice President

By   
Karl D. Paulson, Superintendent

By   
Susan Springer, Negotiating Team Member

\_\_\_\_\_  
Date of Ratification

\_\_\_\_\_  
Date of Ratification

## **ARTICLE I RECOGNITION**

- 1.01** The Lakeview Board of Education (when used hereinafter in this agreement, shall be referred to as the Board) hereby recognizes AFSCME, Council No. 25, Local 1317, Lakeview Secretarial/Clerical Union (when used hereinafter in this agreement, shall be referred to as LSCU), as the exclusive bargaining representative, as certified through appropriate statutes, for all secretarial and clerical personnel. The term employee, when used hereinafter in this Agreement, shall refer to all secretarial/clerical personnel represented by the Union in the bargaining or negotiating unit as above defined.
- 1.02** The Board will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, which would violate any rights of the union under this contract.
- 1.03** Nothing contained herein shall be construed to deny or restrict to any employee rights she/he may have under the Michigan General School Laws. The rights granted to employees here under shall be deemed to be in addition to those provided elsewhere.
- 1.04** Prior to being printed, the Negotiating Board Chairman and the Union Negotiating Committee shall proofread and initial the contract.

The Board Negotiating Committee shall be responsible for copies of the agreement to be printed within fifteen (15) days of ratification by the Board of Education at the expense of the Board and presented to all Union members now employed or hereafter employed by the Board.

## **ARTICLE II SECRETARY RIGHTS**

- 2.01** a. Pursuant to Michigan Statutes, the Board hereby agrees that every employee in this bargaining unit shall have the right to organize, join, and support the Union without interference with assigned duties.

The Board hereby agrees that it shall not, directly or indirectly, discriminate, deprive, or otherwise coerce any member of the Union in the enjoyment of any rights conferred by law, federal, or state, or in regard to wages, hours, or working conditions or in the application of the provisions of this agreement by reason of race, creed, religion, color, national origin, disability, age, gender, marital status, or union membership.

- 2.02** The Board recognizes the right of its Union to make application to the State Labor Mediation Board.

## **ARTICLE II (continued)**

- 2.03** The Union and its members shall have the right to use School District facilities at all reasonable hours, but not to conflict with building use policy. It is necessary to obtain prior approval of the building administrator. If meeting on work time, it shall be with prior approval of the Superintendent/Designee of Schools. The Union shall have the right to use the District's interschool mail service for communication to its members.
- 2.04** The District shall furnish the Union with such information, as it is otherwise required by law to provide. The President of the LSCU shall receive a letter regarding the hiring of new employees and their placement on the salary schedule.
- 2.05** Recognizing the education of children is the basic reason for establishment and operation of our public school system, the Lakeview Secretarial/Clerical Union agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized, or undertaken by its members within the life of this contract and that any employee engaging in a strike, authorized or unauthorized by the Union, in the Lakeview School District, or in any of its schools, will be subject to dismissal according to statutory provisions.
- 2.06**
- a. Employees desiring temporary placement for summer employment should have their request in writing to the Superintendent/Designee of Schools prior to May 1 indicating the specific days the employee will be available. All unit members indicating availability for summer work will be contacted. Responses must be made by the end of the working day on which the notification is made. Selections will be made starting with the employee who has the most seniority. A copy of the above request and selections shall be sent to the chapter chairperson of LSCU.
  - b. It is agreed and understood that first preference will be given to either a ten (10), eleven (11) or twelve (12) month employee, working in the position, who wishes to work on summer projects. In the event that the employee working in the position is unable to fill the temporary position, it shall be awarded to the most senior employee who applied for summer work as defined in the preceding paragraph.  
  
All other projects requiring temporary placement of an employee during the regular school year shall be posted in accordance with Article 14.03 of the current LSCU contract.  
  
It is understood that in an "emergency situation" management need only post for two (2) days when temporary work is for four (4) days or less.
- c. Ten (10) or eleven (11) month employees may receive class rate plus vacation rate or may opt to reserve pay to the end of the year.

## **ARTICLE II (continued)**

Twelve (12) month employees may bid and also have the option of receiving vacation pay and classification rate for position, if awarded.

- d. Employees working on a Special Assignment in a lower classification shall suffer no loss.
- e. Employees may work in their buildings during Christmas and Easter Break provided that another employee is scheduled to be in their building.

**2.07** If summer work is scheduled for a ten (10) or eleven (11) month position requiring three (3) weeks or more for two (2) consecutive years that position will become a full-time twelve (12) month position.

**2.08** Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official School District Policy, the Board Attorney will advise the employee of her/his rights and obligations with respect to such assault.

#### **Agency Shop**

**2.09** Any employee who is not a Union member and who does not make application for membership shall be required as a condition of continued employment to pay the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly union dues.

The Union will contact the employee in reference to terms of the agreement and will give the employee thirty (30) days notice as to provisions of the contract concerning the Agency Shop. The Superintendent/Designee will send a copy of the new employment letter to the president of the Union at the same time a copy is sent to the newly hired employee.

**2.10** Deductions shall be made only in accordance with the provision of the authorization form. Any assessment levied by the Union in conformance with its constitution and bylaws shall be considered a part of the Union dues. Such assessment will be considered due by the first working day of the next school year and may be paid as part of that year's payroll deduction. The Board shall have no responsibility for the collection of initiation fees, membership (union) dues, special assessments, or any other deduction not in accordance with the authorization form.

The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual employees who have signed an authorization card (supplied by the Union) agreeing to this contribution. The Board limits the opportunity to make changes to the deduction level the employee selects to one week in late August and one week in late January.

#### **ARTICLE II (continued)**

After receipt of the dues deduction authorization form, the Board shall deduct dues from the second pay period of the following month and each month thereafter.

Deductions for any calendar month shall be remitted to the Union as soon as possible after the tenth (10) day of the following month.

The Union agrees the Board is free from liability for the funds deducted as dues, except to issue a check in the name of the Union for the dues deducted.

The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability for reason of action taken or not taken by the Board for the purpose of complying with the payroll deduction authorization.

- 2.11**
- a. The Union shall be granted up to ten (10) days per year to release up to a maximum of two (2) Executive Board members involved in outside Union legal business.
  - b. Up to three (3) employees shall be released from their regular duties without loss of pay or leave days for the purpose of attending outside Union legal business provided that their presence is essential to such proceedings. Permission to attend will not be unreasonably withheld. Such days shall not be deducted from the ten (10) Union days listed above.

### **ARTICLE III SALARY - PAYROLL**

- 3.01**
- a. The salary schedule is based upon a normal work week. For extra work, the employee shall be entitled to appropriate additional compensation at the current established hourly rate on the individual level.
  - b. The normal work week shall be forty (40) hours per week for current bargaining unit members as of the date of ratification.

One (1) hour lunches will still be allowed at the employee's option.

- c. All overtime work performed in excess of eight (8) hours in a day or over forty (40) hours per week shall be compensated at one and one-half (1 ½ ) times the individual hourly rate except Sundays or legal holidays, which shall be double time. All overtime must have prior approval of the immediate supervisor and the Superintendent/Designee.
- d. Coverage of duties in the absence of a bargaining unit member may be performed:
  - 1. by a substitute secretary.

### **ARTICLE III (continued)**



2. by another bargaining unit member chosen based on seniority and classification who shall receive overtime pay.
  - e. All overtime must be approved by the Superintendent/Designee of Schools.
  - f. Whenever possible, secretarial/clerical personnel shall receive one (1) day's notice when overtime has been scheduled.
- 3.02** Those employees hired prior to July 1, 1988 will continue to have July 1 of each year as their anniversary date.
- 3.03** The salaries of employees covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement.

### **Payroll Regulations**

- 3.04** The wages or salary of the employee shall start at the time she/he reports for scheduled duty. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board of Education.
- 3.05** All payroll deductions or changes in deductions shall be supported by signed employee authorization forms.
- 3.06** No deductions from an employee's pay shall be made without her/his advance notice, except for withholding tax deductions and social security as required by law.
- 3.07** Termination notices of employees authorized deductions shall be submitted in writing at least thirty (30) days in advance of the effective date for which deductions are to be discontinued.
- 3.08** Employees may use payroll deductions for the following:
- a. Hospitalization Insurance
  - b. School Employees Credit Union
  - c. Annuities approved by Board of Education
  - d. Union Dues
  - e. AFSCME Political Action Contributions (P.E.O.P.L.E.)
  - f. United Way
  - g. Michigan Public School Employees Retirement Services (M.P.S.E.R.S.)
- 3.09** Any employee requested to do temporary work in a higher classification level shall receive her/his regular pay unless the period exceeds two (2) working days. She/he shall work on her/his step in the appropriate classification.
- 3.10** Any employee requested to do temporary work in a lower pay classification shall receive his/her pay.

### **ARTICLE III (continued)**

- 3.11** When an employee is working in an elementary building with a half (1/2) time principal, she/he shall be compensated with a pay differential of five dollars (\$5.00) per hour for the period of time she/he is working under the above condition, during the time the principal is not present in the building.
- 3.12** Members of the bargaining unit may be paid bi-weekly on either a school or calendar year basis, at the employee's option.
- 3.13** Effective August 1, 2005, all bargaining unit members shall have one hundred percent (100%) of their wages paid through direct deposit.

### **ARTICLE IV PAID LEAVE**

- 4.01**
- a. Ten (10) month employees are entitled to thirteen (13) days paid leave per year. And eleven (11) and twelve (12) month employees are entitled to fifteen (15) days paid leave per year from service in their respective positions with accumulation up to one hundred eighty (180) days. Leave shall be pro-rated from date of hire to June 30 for new hires.
    1. Leave time may be used for personal and/or family illness, accident, funeral, bereavement, personal business, or birth of a child.
    2. Personal business days shall be used to conduct business that cannot be scheduled outside school hours. Personal business days shall not be utilized to extend holiday leaves or vacations.
  - b. Any employee subpoenaed into court to give testimony relating directly to a student under the employee's charge shall be paid full salary minus the amount paid for the subpoena and will not have such days charged to the accumulated leave days.
  - c. Any employee called to jury duty will receive the difference in salary between the regular contract salary of the School District and the amount of money received for work when serving jury duty.
  - d. When an excessive pattern of absences persists, the District may reasonably require the employee to provide substantiation.
  - e. If a bargaining unit member depletes his/her paid leave days, a request in writing for additional bereavement paid time may be submitted to the Superintendent/Designee who may grant approval.

## **ARTICLE III (continued)**

### **Contagious Diseases**

**4.02** Employees will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

- a. Mumps
- b. Measles
- c. Chicken Pox
- d. Scarlet Fever
- e. Impetigo
- f. Rubella
- g. Scabies
- h. Head Lice
- i. Pink Eye

## **ARTICLE V** **LEAVE OF ABSENCE**

### **Maternity Leave**

**5.01** Leaves of absence set forth therein shall be interpreted consistent with the Family and Medical Leave Act, including the right to return to the former position for the period of time currently covered under the Family and Medical Leave Act provisions.

a. Pregnancy and childbirth shall be treated as any other disability under the terms of this contract.

b. **Child Care - Short Term Leave**

1. An employee who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as an employee with a natural born child.
2. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) an employee shall be granted a short-term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the employee may elect to extend the child care leave one (1) semester.

A substitute employee may be hired to replace an employee on requested leave of absence for up to 150 days, at which time the employee can return to her/his former position.

## ARTICLE V (continued)

### c. Child Rearing - Long Term Leave

1. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) an employee shall be granted leave, without pay or benefits, of up to one (1) year. This leave may be renewed by the Board of Education up to five (5) years upon the request of the employee.
  2. The employee shall be eligible to return to the first vacancy for which she/he is qualified following the expiration of the leave period.
- d. In case the period of confinement is interrupted, the employee may return as soon as physically able. Dependent upon:
1. a statement from her/his physician.
  2. a suitable opening for which she/he is qualified.

### Extended Leaves

- 5.02
- a. An employee shall be granted an unpaid leave of absence, without benefits for illness, accident, or equally grave emergency for herself/himself, or a member of the immediate family, upon receipt of proper medical documentation.
  - b. Written application for such leave shall be made by the employee, addressed to the Superintendent/Designee.
  - c. In computing service to determine the employee's position on the wage and salary schedule upon return from a leave, the time spent on leave shall not be counted.
  - d. A substitute employee may be hired to replace an employee on requested leave of absence for up to one (1) year, at which time the employee can return to her/his former position.

If the period of leave exceeds one (1) year, the employee shall displace the least senior qualified employee in her/his classification or revert to ARTICLE IX.
  - e. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, the employee may request additional leave from the Superintendent/Designee and the Board of Education.
  - f. For non-work-related disabilities of the employee, no employer paid benefits are to be provided, except that all insurances shall be continued for one (1) year from the date of occurrence of the injury.

## ARTICLE V (continued)

### **Extended Illness**

- 5.03**
- a. The bargaining unit members shall maintain an appropriate level of days as determined by the Union by directing the Board to deduct days from members accumulated days to be added to the Bank. Application for such leave shall be in writing and directed to the Union.
  - b. The Bank shall be administered by a five (5) union member committee and one person appointed by the Superintendent/Designee. The Committee shall arrive at a decision.
  - c. The Committee may grant additional sick leave days after the twentieth (20) work day of a continuous illness, up to the date of coverage of the disability insurance
  - d. A relapse of an extended illness covered by the Disability Bank, occurring within thirty (30) days of the employee's return to work, may be immediately referred for consideration by the Disability Bank Committee without the waiting period.
  - e. If an employee returns to work from an illness before being eligible for the sick bank, the time of the original illness will be counted toward the twenty (20) day waiting period.

### **Leave of Absence for Good Cause**

- 5.04** Leave of absence for good cause may be granted upon an employee's request without loss of accrued seniority.
- a. Example: Good cause may also mean an employee having to request a leave of absence due to spouse's transfer to another area for employment reasons.
  - b. Leave of absence for good cause shall be limited to a period of one (1) year only.
  - c. If an employee does not return after one year's absence, she/he will be considered to have resigned unless the leave has been extended by the Board.
  - d. Employees on leave of absence (at their expense) may purchase their fringe benefits for which they are eligible for a one (1) year period, unless the leave has been extended by the Board.
- 5.05** It is expressly understood that seniority will be accrued for the following leaves:
- a. Worker's Compensation
  - b. Disability
- 5.06** Employees off work for reasons covered under 5.01 c, 5.02, and 5.03 may purchase (at their expense) benefits pursuant to the regulations of the Underwriter.

## **ARTICLE VI WORKER'S COMPENSATION**

- 6.01** a. An employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the State.

The injury and accident shall be reported immediately to the Business Office.

The first eight (8) days' absence will not be deducted from the employee's sick leave bank when absence is due to on-the-job injury covered by Worker's Compensation.

- b. Whenever an employee is receiving loss of time, Worker's Compensation, the employee shall receive only the difference between her/his regularly established salary and the amount received for loss of time from Worker's Compensation.

Such absence shall be prorated against her/his accumulated sick leave in the same ratio as the amount of salary received from the School District for such days bears to the regular daily salary of the employee.

- c. Vacation days, leave days, and longevity, shall be prorated and not accrue during the time when an employee is receiving worker's compensation benefits. Employees returning from worker's compensation within six (6) months will have these benefits restored provided the employee submits proper medical releases to return to work and the employee remains on the job for a minimum of one (1) month. During said leave all insurances, however, shall be continued.

Employees on Worker's Compensation leave shall accrue seniority while on leave.

## **ARTICLE VII WORK POLICY**

- 7.01** All lunch hours must begin no earlier than three (3) hours after starting time and no later than four (4) hours after starting time.

Any change to this schedule for an occasional unusual request, i.e., doctor's appointment, dentist appointment, service appointment, etc., will be cleared with the immediate supervisor.

All LSCU members will receive a list of all LSCU members indicating their working hours and lunch hour schedule.

- 7.02** Each employee will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, time to be agreeable with immediate supervisor.

### **ARTICLE VII (continued)**

- 7.03** All LSCU members shall work the same calendar established for the teachers, unless otherwise specified in the LSCU agreement. (See Letter of Agreement related to employee work year dated June 23, 2005.)
- 7.04**
- a. Employees shall be expected to exercise reasonable care with respect to the safety of students and property.
  - b. The Board shall support the actions of the employees when said actions are within the scope of the employees' employment.
- 7.05** An employee's starting and ending time shall be determined by the appropriate administrator, but shall not conflict with the gross time established by the contract.
- In offices of two (2) or more employees in the same classification, where staggered shifts are required, selection of shifts within a classification will be governed by seniority. In cases where the late hours were determined with the length of the school year and posted as such, for selected positions (i.e. Special Education Office), it shall remain as status quo.
- 7.06** No employee shall be required to work in a building without at least one other person (another secretary, administrator, teacher, or custodian) in the building.
- 7.07** The responsibility of administering or dispensing medication to students in the Lakeview Public Schools may not properly be assigned to members of the secretarial/clerical union as a regular component of their responsibilities. Under limited circumstances, employees of the bargaining unit may occasionally be assigned the task of dispensing medication to students.
- 7.08**
- a. When the schools are closed to students and teachers for inclement weather, employees shall not be required to report for duty, nor shall they be required to forfeit salary or accumulated leave days.
  - b. In the event a building is closed because of mechanical failure, or other unforeseen reasons, an employee may be permitted to take her/his work to another building in the Lakeview School District. If permission is denied, the employee shall not be required to report for or continue her/his duties, nor shall she/he be required to forfeit salary or accumulated leave days.

## **ARTICLE VIII**

### **TERMINATION OF EMPLOYMENT**

- 8.01** Any employee terminating her/his employment must give two (2) weeks notice in writing to her/his immediate supervisor and to the Board of Education. When possible, more notice will be given.

### **ARTICLE VIII (continued)**

- 8.02** Any employee terminating her/his services with the School District shall be entitled to a vacation pay for all accrued vacation days, also prorated longevity, payable at the next payroll period following the date of termination.

Failure to give two (2) weeks notice could result in the employee forfeiting all rights to prorated vacation and longevity.

- 8.03** Any employee who terminates her/his employment voluntarily shall be considered as a new employee if rehired.

## **ARTICLE IX LAY-OFF AND RECALL**

### **Lay-Off Procedure**

- 9.01** In the event of a lay-off, position elimination or to exercise contractual bumping rights, the senior qualified employee will have the option to "bump" the least senior employee up or down in the Classification Schedule on the basis of qualifications and District-wide seniority and shall receive the rate of pay for the position. No persons, however, may bump into the Administrative Assistant classification from a lower classification.

- a. Lay-off shall mean a reduction in the employee work force due to a decrease in work or a case of financial emergency.
- b. Lay-offs shall be made by seniority/qualifications subject to the following provisions:

1. Order of Lay-Off  
Co-Op  
Substitute Secretaries  
Seasonal Employees  
Probationary Personnel  
Part-time Employees  
Full-time Employees

Only minimal overtime shall be worked in an area of an existing lay-off.

2. If an employee is laid-off, she/he would be entitled to her/his accrued vacation and prorated longevity.
3. An employee on lay-off may engage in other employment until a position in the District is available.

### **ARTICLE IX (continued)**

4. Any elimination of a position shall result in elimination of the use of co-ops in the area of elimination.



5. In the event a reduction in the employee force is necessary (not delayed school opening due to a strike) the Board shall designate the position(s) to be eliminated and shall provide written notice to the Union and the affected employee(s) at least 60 calendar-days in advance of the effective date of lay-off.
  6. In the event that the lay-off is necessary due to financial reasons, the affected employee and the Union will be given notice ten (10) working days in advance of the effective date of lay-off. Notice shall be in writing.
  7. The affected employee will have the option to "bump" either the least senior ten (10), eleven (11) or twelve (12) month employee in his/her classification or below.
- c. Effective July 1, 1988, if the Board increases a bargaining unit position from ten (10) to eleven (11) or twelve (12) months or decreases a bargaining unit position from twelve (12) to eleven (11) or ten (10) months, with input and/or the approval of the AFSCME Secretarial/Clerical Bargaining Unit, the employee whose position is affected will have the opportunity to remain in that position or exercise her/his bumping rights, provided the employee selects a position with the same work year as previously held before the work year of the position held was changed.

Changes from ten (10) to eleven (11) or twelve (12) month and twelve (12) to eleven (11) or ten (10) month positions will become effective with the start of each fiscal year (July 1).

If the position should be vacated, it will be posted according to the procedures outlines in ARTICLE XIV.

#### **Recall Procedure**

- 9.02**
- a. After a lay-off, employees shall be recalled according to the order in which they were laid-off, providing that the employee with the greatest seniority shall be recalled according to her/his seniority whenever she/he is qualified for the position available.
  - b. If the employee fails to report for work within ten (10) calendar days after mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the employee as having terminated her/his employment. (Proof may be required by the Board.)

### **ARTICLE X DISCIPLINE**

- 10.01** The Board agrees that its rules and regulations governing employee conduct shall be reasonable and non-discriminatory. Any discipline, up to and including discharge, shall be only for just cause.

**10.02** Discipline will be handled in a manner that will not embarrass an employee before other employees, students, or the public.

**10.03** **Generally.** Disciplinary actions fall into the following categories. The sequence of disciplinary action listed is a general guide and step-by-step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action. The employee may, at her/his option, be accompanied by a union representative.

**Oral Warning.** An informal means by which an administrator calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the administrator and included in the employee's personnel file. A copy of the written record shall be provided to the employee and the Chapter Chairperson.

**Written Warning**

A means by which an administrator, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that her/his performance or behavior must be corrected if more serious penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson.

**Suspension.** The action temporarily suspends an employee from employment with the Lakeview Public Schools and from being paid by the Lakeview Public Schools for a definite period of time. The Superintendent/Designee shall review the proposed suspension of the Lakeview Public Schools employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:

- a. Loss of pay for the time period specified;
- b. Employee may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reason for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson.

**ARTICLE X (continued)**

**Discharge.** This action permanently removes the employee from employment with the Lakeview Public Schools. The Superintendent/Designee shall review the proposed discharge of Lakeview Public School employee for work rule violations or unsatisfactory job performance. Before being discharged, the employee shall be given a written memorandum or letter specifying the reasons for discharge. A copy of this

writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson.

- 10.04** The Board agrees that the private life of any employee is not an appropriate matter for the concern or attention of the Board unless it adversely affects the employee's ability to carry out professional functions or responsibilities to the School District or seriously harms the reputation of the District.
- 10.05** Discipline up to and including discharge is grievable as provided in ARTICLE XX. The employee and the local unit will have the right to appeal the suspension or discharge as a grievance.
- 10.06** If an employee's suspension or discharge was found to be unwarranted, salary and/or fringe benefits shall be retroactive as determined through the grievance procedure.

## **ARTICLE XI BOARD RIGHTS**

- 11.01 a. Board Powers** – The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing right:

to the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees;

to hire all employees and, subject to the provision of the law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;

to determine hours of employment, duties, responsibilities and assignments of all employees under this agreement and the terms and conditions of employment.

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

### **ARTICLE X (continued)**

Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

## **ARTICLE XII RETIREMENT**

- 12.01** Retirements within the bargaining unit shall be governed by the applicable procedures of the Michigan Public Schools Employees Retirement Board.
- 12.02** Upon death, accrued but unpaid vacation and leave days shall be paid to the deceased employee's estate.

## **ARTICLE XIII SENIORITY**

- 13.01** Seniority shall be defined as length of service in the school district in a position that is included in the bargaining unit.

### **Probation**

- 13.02**
- a. All new employees shall serve a ninety (90) working day probationary period, excluding however, the summer recess for ten (10) and eleven (11) month employees, which period of time shall not count toward the probationary period.
  - b. A probationary period is the time an employee is demonstrating her/his qualifications and abilities to her/his supervisor. During the ninety (90) working days the employee is serving her/his probationary period, she/he shall not be entitled to any insurance benefits.

### **Seniority List**

- 13.03** An up-dated seniority list will be furnished to the Union upon the request of the President or Secretary and shall show the name and date of hire of the Union members.

### **Loss of Seniority**

- 13.04** An employee shall lose their seniority for the following reasons:
- a. Resignation.
  - b. She/he is discharged and the discharge is not reversed through the Grievance Procedure.
  - c. She/he is absent for three (3) consecutive working days without notifying the proper authority or giving satisfactory reasons for such absence.
  - d. She/he does not return from a leave of absence.

## **ARTICLE XIII (continued)**

- e. She/he gives a false reason for leave of absence or engages in other employment during such leave. However, if no job vacancy is available at the end of the employee's leave of absence, she/he may engage in other employment until a position in the District is available.
- f. Retirement.

- 13.05** If an employee presently covered under the LSCU contract applies and is hired by the Lakeview Public School District for a position outside the contract, the employee's seniority shall be frozen. Said employee may return to a position covered by the contract between the Lakeview Public Schools and the LSCU and shall retain all previously accrued seniority when an open position is available for which said employee is qualified.

Work that is exclusive bargaining unit work may not be performed by non-union personnel. It is recognized that confidential secretaries may perform duties directly related to their position.

The non-union secretary will not supervise or direct the work of a union member.

## **ARTICLE XIV**

### **VACANCIES – NEW POSITIONS - PROMOTIONS**

- 14.01** All job vacancies within the bargaining unit shall be filled in accordance with the following provision of this Agreement. A job vacancy shall be defined as a vacancy, which is created as a result of the resignation of an employee, the termination of an employee, the promotion of an employee, the death of an employee, or the creation of a new position not previously filled. Job vacancies within the bargaining unit will be filled on the basis of seniority and qualifications.

- 14.02** A promotion shall be defined as changing the employee's classification to one in a higher wage classification. The employee shall receive salary commensurate to the same step as the employee received when promoted.

- 14.03** All postings for vacancies and new positions, listing the requirements of the position, shall be sent first to all bargaining unit members presently employed, all Bargaining Unit members on leave of absence and all bargaining unit members on lay-off, and shall be posted for at least five (5) working days.

Duties and qualifications will be stated for each vacancy or new position; the hours of employment, and if the position is a ten (10), eleven (11) or twelve (12) month position.

If no applications are received from within the bargaining unit membership, leave of absence employees, or laid-off employees, the District shall seek outside candidates to fill the position within sixty (60) calendar days.

#### **ARTICLE XIV (continued)**

- 14.04** If a temporary position extends longer than sixty (60) consecutive calendar days, the position must be reviewed for consideration as a new position. If approved as a permanent position, it shall be posted.

- 14.05** Employees interested in the vacancy shall apply in writing to the Personnel Office within the posting period.

**14.06** A probationary employee may apply for a posted position to be considered along with external applicants. However, the bid will be considered only when status employees have not bid. If the probationary employee wins a position, such employee must serve the ninety (90) day probationary period in the new position.

**14.07** The Union shall be notified of all applicants for the position. The top bidder for the position must make her/his decision to accept the position by 12:00 noon, two (2) working days following notification of appointment.

After acceptance of the position, an employee shall not be allowed to bid for another position from the date of acceptance of the position until the completion of her/his trial period, unless mutually agreed.

**14.08** All Bargaining Unit applicants shall be notified when the position has been filled, listing the qualifications of the employee hired. The Union will be notified of all new hires, their classification, and rate of pay.

#### **Trial Period**

- 14.09**
1. An employee who accepts an open position will receive a maximum of forty-five (45) working days trial period in the new position. During the trial period, the employee shall receive the rate of pay for the position she/he is performing.
  2. During the trial period, if the employer considers the employee's work unsatisfactory as evidenced by an unsatisfactory evaluation, or the employee opts to return to her/his former position within thirty (30) working days, the employee shall return to her/his former position.

An employee who successfully bids on a vacancy shall not be allowed to bid for another position during her/his trial period (forty-five (45) working days) unless mutually agreed.

#### **Evaluation**

- 14.10**
1. Written evaluations of employees in the trial period resulting from promotions will be made on or about the thirtieth (30) working day, and at or about the fiftieth (50) working day. An evaluation stating acceptable work will constitute status in that position for the employee.

### **ARTICLE XIII (continued)**

2. Evaluations of trial period employees shall be a continuing process through verbal guidance, directives, and clarification of job performance.
3. All formal evaluations of trial period employees will be made by the immediate supervisor directly responsible for the employee's work, by completion of the evaluation form agreed upon by this contract. The appropriate administrator shall review and sign the evaluation.

4. The immediate supervisor evaluating the employee will conduct an interview with the employee, in private, to discuss the evaluation and compare it with prior evaluations.
5. The immediate supervisor evaluating the employee will sign the evaluation. The employee will sign the "employee evaluation" indicating only that she/he has reviewed the completed form in an evaluation interview. The employee's signature does not necessarily indicate agreement by the employee with the evaluation.
6. A copy of the signed evaluation form will be placed in the employee's personnel file and a copy will be given to the employee at the evaluation interview. A department copy may be retained. When the employee leaves the department, they will have the option to either retain the department copy or have it destroyed.
7. The contents of a trial period employee's formal evaluation will be subject to the grievance procedure as outlined in ARTICLE XX of the Agreement.
8. No member of the bargaining unit may evaluate another member of the bargaining unit.
9. The employee being evaluated has the option of typing his/her own performance review form. (See Appendix A)
10. An Evaluation Form for the purpose of evaluating the members of this bargaining unit shall be developed by a committee composed of members of the LSCU and Administration.

## **Tests**

### **14.11**

Math Test - Will be given to anyone being interviewed for the Business Office.

In addition, applicants to the Business Office shall take a computer test demonstrating proficiency in moving within a spreadsheet and a database.

Any LSCU bargaining unit member, who anticipates that he/she might apply for a future Business Office opening, may apply to the Superintendent/Designee for approval to attend District-sponsored training for database and/or spreadsheet education.

## **ARTICLE XIII (continued)**

It is hereby agreed that two (2) LSCU members be included in the review, creation and/or adoption of the test to be administered to all incoming personnel for the bookkeeper classification.

## **ARTICLE XV MEDICAL EXAMINATION**

- 15.01** Upon request of the Board of Education, for cause, the employee shall undergo a medical examination.
- a. The Board may designate a licensed physician and/or psychiatrist for these examinations, at the expense of the Board.
  - b. An employee shall have the right to consult a licensed physician, psychologist, and/or psychiatrist of her/his choice to determine the employee's physical, mental, and emotional competency, at the expense of the employee.
  - c. In the event the opinions differ, an impartial licensed physician, psychologist, and/or psychiatrist shall be designated, agreeable to both parties, to determine the employee's physical, mental, and/or emotional competency, expense to be shared by the employee and the Board.
- 15.02** Any medical test or vaccination required for employment purposes by law will be paid for by the Lakeview Public Schools and LSCU members will suffer no loss of time or pay to receive this test/vaccination.

## **ARTICLE XVI EVALUATION**

- 16.01** Employees shall be evaluated pursuant to readily definable objectives established by the Board and reviewed by the Union. (See Appendix A)
- 16.02** All formal evaluations shall be based on supportable facts.
- 16.03** The evaluation process shall not be used for purposes of harassment as described in Board Policy.
- 16.04** A conference shall be held between the employee and her/his evaluator prior to the finalization of the evaluation report.
- 16.05** An employee may prepare a response to the evaluation, which shall be placed in her/his personnel file with the evaluation.

### **ARTICLE XVI (continued)**

- 16.06** An employee, new to the District, shall be evaluated by her/his immediate supervisor:
- a. During her/his probationary period.
  - b. Sixty (60) days prior to school ending in June.
  - c. Should no evaluation be conducted prior to sixty (60) days before the close of the school year, the employee's performance shall be deemed to have been satisfactory in all respects and for all purposes.



- 16.07** All employees shall be evaluated at least once every three (3) years thereafter by their immediate supervisor.
- 16.08** No material originating after original employment shall be placed in a employee's personnel file unless the employee has had the opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.
- 16.09** All employees shall be accorded, in regard to their personnel file, those rights to examination, copying, and comment provided under the Employee Right to Know Act. In addition, the employee may exercise these rights at all reasonable times, and with a Union Representative present, if so requested.
- 16.10** No evaluation or survey prepared by persons other than the employee's supervisor(s) shall become part of the employee's personnel file.

## **ARTICLE XVII**

### **UNION RIGHTS AND MEETINGS**

- 17.01** The Union shall have the right to use School District facilities at reasonable hours for meetings.

If negotiation meetings are scheduled with the School Board representatives, employees involved shall be excused from work without loss of pay when such meetings are scheduled during the workday period. The employer shall not be required to release more than three (3) bargaining unit members for any meeting taking place during the school day.

Both parties will agree that said negotiation meetings will be held on a "shared time" schedule and at least twice a month unless otherwise mutually agreed upon.

## **ARTICLE XVIII**

### **IN-SERVICE TRAINING / TUITION REIMBURSEMENT**

- 18.01** Any course to improve the skills of the employee will be reimbursed at the rate not to exceed the current per hour rate at Macomb County Community College, upon prior approval of the Superintendent /Designee.

Total tuition will be paid in the case of locally sponsored courses designed to meet specific in-service education needs.

- 18.02** A workshop may be held at the Board's option at least once a year, for which expense shall be reimbursed by the Board of Education, including travel, lodging, and consultants.
- 18.03** Employees shall be released from regular duties without loss of salary to attend a workshop, in-service meeting, or a shared time in-service meeting subject to the approval of the Superintendent/Designee in advance.
- 18.04** All in-service to provide training for employees to learn the function of new equipment shall be paid for by the Lakeview Board of Education. If such training is not during the regular workday, employees shall be compensated at their regular hourly rate of pay. It is expressly understood that time and a half, will not be charged for this training. The Board of Education reserves the exclusive right to determine when the training will be received.

If training is scheduled while a LSCU member is not working and the member is required to attend, then the member will be compensated at her/his regular hourly rate. In case of vacation, the employee may reschedule her/his vacation.

## **ARTICLE XIX**

### **SPECIAL CONFERENCES**

- 19.01** Special conferences for important matters shall be arranged between the Local President and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties.
- 19.02** Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours, if possible.

### **ARTICLE XIX (continued)**

- 19.03** This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- 19.04** All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

## **ARTICLE XX**

### **GRIEVANCE PROCEDURE**

Time limits are defined in terms of days for all employees.

- 20.01**
- a. A grievance shall mean a complaint by an employee or group of employees (referred to collectively as "the grievant") based on an alleged violation, misinterpretation, or misapplication of any provision of the agreement.
  - b. The Lakeview Public School Board agrees to recognize a Grievance Committee consisting of the grievant and two (2) union officers. The Employer's grievance representatives shall not exceed three (3) in number.

**Procedure**

- 20.02** Prior to filing a written grievance with the Employer, an employee may meet with her/his administrator to discuss an issue he/she believes constitutes a grievance. At the employee's option, a Union representative may be present. An effort will be made to resolve the grievance informally at this step.

**Step One.** In the event the grievance is not resolved informally, the Union and the employee may file a grievance in writing with the administrator. The grievance must be filed, in writing, within ten (10) days of the date the grievant knew or should have known of the facts giving rise to the grievance. Within five (5) days from receipt of the grievance by the Administration, the administrator shall render a decision to the Union in writing.

**Step Two.** In the event the Union is not satisfied with the disposition of the grievance at the preceding level, the written grievance may be submitted by the Union to the Superintendent or her/his designee. Filing of the grievance at this level must be taken within five (5) days of the receipt of the decision at the preceding level. The Superintendent or her/his designee will schedule a meeting with the Grievance Committee to discuss the grievance within ten (10) days of receipt of the grievance. Within five (5) days of the meeting, the Superintendent or his/her designee shall render a decision to the Union in writing.

**ARTICLE XX (continued)**

**Step Three.** If the grievance is not resolved at Level Two, the Union has no less than thirty (30) calendar days from the receipt of the Level Two answer to file a notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources or the appropriate Employer representative. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step Two. The meeting shall be composed of two (2) representative of the Union and two (2)

representatives for the Employer. The union members shall be the President and the Council 25 Representative or their designee.

If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the union representatives and Employer representatives.

1. Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrator's from the permanent roster of arbitrators listed below:

David Grissom  
Kathryn Van Dagens  
John Obee  
Ildiko Knott  
Ben Wolkinson  
Joseph Girolamo  
Barry Goldman  
Linda Ashford  
Mark Glazer  
Elaine Frost  
George Roumell  
Paul Glendon  
William Daniels

Selection shall be made on an alternate strike basis with the Union removing the first name from the list. Each party will continue elimination until one name remains who shall be the arbitrator assigned to hear the case.

2. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
3. An arbitrator may be removed from the list by written notice of either party during the list of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will head and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the

#### **ARTICLE XX (continued)**

parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.

4. If the parties agree, in a particular case, not to use the list of arbitrators they may agree in writing to use the American Arbitration Association selection procedure.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his/her own expenses in connection therewith.

## **ARTICLE XXI VACATIONS**

- 21.01** a. All ten (10) and eleven (11) month employees shall be paid for all non-holiday days (student/teacher days off) during the school year as follows:

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| Friday before Labor Day (1 day)      |                                      |
| Christmas Break 2009-2010 (4.5 days) | Christmas Break 2010-2011 (5.5 days) |
| Spring Break 2009-2010 (4 days)      | Spring Break 2010-2011 (5 days)      |

Employees shall not be required to work during the above "break" days.

4½ additional vacation days added to entitlement –  
(Any unused additional days only will be paid June 2010)

5½ additional vacation days added to entitlement –  
(Any unused additional days only will be paid June 2011)

Employees may work, with prior approval of the employee's supervisor, during the "break" days. Any day an employee works during the "break" days shall be compensated at the overtime rate of one and one-half (1½) times her/his hourly rate, if the employee chooses not to modify her/his work year calendar.

- b. Twelve (12) month employees shall be paid for seven (7) non-holiday "break" days to be taken during Labor Day, Christmas, Winter, and Spring breaks. "Break" days are not considered additional vacation days. In addition, all eleven (11) month employees shall receive five (5) vacation days, which may be used during the employee's work year. All vacation days shall be scheduled with the approval of the employee's building principal or supervisor.

**2010-2011** *Employees will select one day within the week of April 4<sup>th</sup> as a paid holiday. This is in-lieu of Easter Monday.*

### **ARTICLE XXI (continued)**

- c. Twelve (12) month employees shall receive vacation days at the end of one year in accordance with the following schedule:

|                         |          |         |
|-------------------------|----------|---------|
| End of one year through | 5th year | 10 days |
|                         | 6th year | 11 days |
|                         | 7th year | 12 days |
|                         | 8th year | 13 days |
|                         | 9th year | 14 days |

|           |         |
|-----------|---------|
| 10th year | 15 days |
| 11th year | 16 days |
| 12th year | 17 days |
| 13th year | 18 days |
| 14th year | 19 days |
| 15th year | 20 days |

- d. Vacation days are based upon the employee's date of hire in the LSCU Bargaining Unit. Vacations will be granted upon completion of one (1) year of employment.

With each anniversary date, the employee will receive a statement indicating the number of vacation days awarded them to be used after the anniversary date.

- e. All vacation and modified work year calendar requests must be pre-approved by the employee's supervisor.

**Paid Holidays listed:**

**TEN AND ELEVEN MONTH EMPLOYEES**

New Year's Day  
 Winter Break (2)  
 Good Friday  
**Easter Monday\***  
 Memorial Day  
 Labor Day  
 Thanksgiving  
 Friday After Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day  
 Martin Luther King, Jr. Day

**TWELVE MONTH EMPLOYEES**

New Year's Day  
 Winter Break (2)  
 Good Friday  
**Easter Monday\***  
 Memorial Day  
 4th of July  
 Labor Day  
 Thanksgiving  
 Friday after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day  
 Martin Luther King, Jr. Day

**\*Applicable for 2009-2010 only**

**ARTICLE XXI (continued)**

- 21.02** Employees working the week of the 4th of July (a paid holiday), when it falls on a Tuesday, will receive the Monday off with pay. If the 4th of July (a paid holiday) falls on a Thursday, employees working will receive Friday off with pay. If the 4th of July (a paid holiday) falls on a Saturday, the Friday before will be observed as the holiday. If the 4th of July (a paid holiday) falls on a Sunday, the following Monday will be observed as the 4th of July.

When Christmas Eve and/or New Year's Eve Day and Christmas and/or New Year's Day (paid holidays) fall on a Saturday or Sunday, Friday and/or Monday will be observed as Christmas and/or New Year's Day.

**NOTE:** Friday before becomes Christmas Eve and/or New Year's Eve Day and Sunday becomes Christmas and/or New Year's Day.

It is expressly understood that this section is not to be construed as meaning employees will receive more than five (5) days pay in any one week.

**21.03** If a forty-five (45) week employee is paid for fifty (50) consecutive weeks between July 1 of one year and the following August 31, she/he shall be entitled to the vacation given a twelve (12) month employee.

**21.04** Unless otherwise agreed upon by the immediate supervisor and the Superintendent or his/her designee, all vacations shall be taken when school is not in session.

## **ARTICLE XXII PERSONNEL FILE**

**22.01** Each employee may examine the nonconfidential/confidential and evaluation content of her/his personal file at any reasonable time and she/he may copy or otherwise reproduce any portion or the whole of such material.

**22.02** All materials that are detrimental will be removed and destroyed at two-year intervals.

A discipline which reoccurs within the two year period may remain for one (1) additional year from the date of the discipline.

Positive materials shall be added to employee's personnel file at any time.

## **SCHEDULE A**

### **LONGEVITY PAY PLAN**

Longevity shall be paid to every employee having completed seven (7) full years of service in the LSCU Bargaining Unit, with beginning date to be determined as of July 1 for all employees.

Longevity pay shall be paid at the last pay period of each fiscal year.

### **SCHEDULE A (continued)**

#### **Schedule of Payment of Longevity Pay**

|               |          |       |          |       |
|---------------|----------|-------|----------|-------|
| Completion of | 7 years  | \$330 | 17 years | \$805 |
|               | 8 years  | \$355 | 18 years | \$830 |
|               | 9 years  | \$380 | 19 years | \$855 |
|               | 10 years | \$405 | 20 years | \$880 |
|               | 11 years | \$430 | 21 years | \$905 |
|               |          |       |          |       |

|          |       |                   |         |
|----------|-------|-------------------|---------|
| 12 years | \$455 | 22 years          | \$930   |
| 13 years | \$480 | 23 years          | \$955   |
| 14 years | \$505 | 24 years          | \$980   |
| 15 years | \$755 | 25 years and over | \$1,005 |
| 16 years | \$780 |                   |         |

If an employee works 100 days during the fiscal year, she/he shall receive credit for the entire year as applied to the longevity clause, starting with July 1, for all employees.

## **OTHER BENEFITS**

### **I. Health Insurance**

- A. The District will provide Community Blue PPO health insurance for eligible bargaining unit members as described in Appendix B. The prescription co-pay will be \$0 generic, \$20 brand name if no generic is available, and \$30 if member chooses a brand name and generic is available. Beginning with the 2010-2011 School Year, a \$100/\$200 deductible will be in effect.
- B. Prohibition of Double Coverage:
  1. There should be no duplication of major medical insurance benefits. It is the obligation of the employee to notify the Business Office of coverage from spouse's or other's insurance plan. It is agreed that employees shall not knowingly cause the Board to provide insurance benefits that are a duplication of coverage held by the employee.
  2. There will be a coordination of benefits to employees who are covered with health insurance coverage through another group, or if married.

### **II. Dental Insurance**

The Board agrees to pay the full cost of a group dental insurance plan or to self-insure dental coverage for all bargaining unit members as described in Appendix B. The dental plan shall be continuous.

### **III. Term Life Insurance**

All LSCU bargaining unit members shall receive a twenty-thousand dollar (\$20,000.00) double indemnity term life insurance policy as long as they remain in the employ of the School District, in accordance with the terms of the authorized insurance company.

## **SCHEDULE A (continued)**

### **IV. Optical Insurance**

The Board shall provide the full cost of optical insurance as described in Appendix B.

### **V. Unused Leave Days**

- A. Bargaining unit members, who retire after ten (10) years in the bargaining unit, will receive thirty dollars (\$30.00) for each unused leave day up to the maximum allowable accumulated days.



- B. Such payment of the accumulation of the maximum allowable days will be made to the heir of the employee if her/his death precludes retirement.
- C. The parties agree that any unused sick leave shall be permitted to accumulate toward the 180 day maximum.

**VI. Disability Insurance**

Beginning on the 91<sup>st</sup> calendar day of disability, employees may receive sixty-six and two-thirds (66 2/3%) of their annual base salary to age sixty-five 65, in accordance with the terms of the authorized insurance company contract.

The Board is to provide the Union with a copy of the contract with the authorized insurance company.

## **ARTICLE XXIII SECRETARIAL CLASSIFICATION**

### **DESCRIPTIONS & QUALIFICATIONS**

#### **SECRETARY I**

**Classification:** Attendance Secretary High School (10 months)

##### **QUALIFICATIONS**

- 60 WPM
- Transcribing ability
- Ability to input and retrieve computer data
- Ability to upload and download and access data from computer programs
- Proficiency of word processing
- High degree of efficiency and accuracy
- Ability to work with general supervision

##### **CLASSIFICATION DESCRIPTION 1**

Independently performs any and all related duties assigned and coordinates a wide variety of duties which requires good judgment and making minor operative decisions based on knowledge of District organization, policies, and personnel. Initiates improvements in existing procedures.

### **ARTICLE XXIII (continued)**

#### **SECRETARY II**

**Classification:** Attendance/Records Secretary Middle School (11 months), High School Records (11 months), Secretary to Sr. High Counselor/CRC Room (11 months), Secretary to Sr. High Assistant Principal (10 months), Secretary to Director of Athletics and Operations (11 months)

### QUALIFICATIONS

- 60 WPM
- Transcribing Ability
- Ability to input and retrieve computer data
- Proficiency of word processing
- Ability to work well under general supervision

### CLASSIFICATION DESCRIPTION 2

Independently performs any and all related duties assigned and coordinates a wide variety of duties which require good judgment and making minor operating decisions based on knowledge of the District organization, policies, and personnel. Initiates improvements in existing standard procedures.

### **SECRETARY III/ BOOKKEEPER**

**Classification:** Secretaries to High School and Middle School Principals (11 months),  
Secretaries to Elementary School Principals (10 months),  
Food Services/Payroll/Benefits/Accounts Receivable (12 months),  
Internal Accounts /Accounts Payable/Food Services, (12 months),  
Technology Secretary (12 months).

### SECRETARY QUALIFICATIONS

- 60 WPM
- Transcribing Ability
- Ability to take and transcribe a variety of correspondence, reports
- Proficiency in Word Processing
- Ability to gather, organize and put into usable form data requested, including uploading, downloading and accessing computer data

### BOOKKEEPER QUALIFICATIONS

- 45 WPM
- Ability to enter, record, and report all disbursements and receivables of District funds (i.e. payroll, petty cash, cash, etc.)
- Ability to verify bank accounts and discharge banking transactions
- Ability to work w/administrators and auditors by providing information as requested

### **ARTICLE XXIII (continued)**

#### BOOKKEEPER QUALIFICATIONS (continued)

- Ability to identify and report potential over-expenditure of District budget funds
- Ability to utilize appropriate business machines
- Ability to retrieve, input, access, and report computerized data
- Ability to assist in the administration of the District's business efforts

so as to provide the maximum services for the financial resources available

### **CLASSIFICATION DESCRIPTION 3**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying, or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail.

### **ADMINISTRATIVE ASSISTANT**

**Classification:** Secretaries to Executive Director of Curriculum and Technology (12 months) and Director of Student Services (11 months).

### **QUALIFICATIONS**

- 60 WPM
- Transcribing Ability
- Ability to take and transcribe a variety of correspondence, reports and recommendations using a word processor
- Ability to gather, organize, and put into usable form data requested, including uploading, downloading and accessing computer data
- Ability to maintain budgets associated with specific position
- Ability to place, receive, and record messages with the highest degree of confidentiality
- Ability to maintain a schedule of appointments and make arrangements for conferences and interviews.

### **CLASSIFICATION DESCRIPTION 4**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge, full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail. May develop procedures, guidelines, and instructions to improve operating efficiency. Make recommendations regarding methods of office operation.

## **ARTICLE XXIII (continued)**

### **DATA SPECIALIST**

**Classification:** Reports to Executive Director of Curriculum and Technology (12 months)

### **QUALIFICATIONS**

- College level degree or equivalent training/experience in data management, management information systems or related field

- Experience with K-12 student and administrative systems, including state and federal reporting requirements
- Experience working in a confidential, professional office environment
- Experience using Microsoft Office software (Word, Excel, Access, etc.)
- Excellent listening skills & outstanding people skills
- Ability to read and interpret instructions, manuals, and procedures
- Ability to collect and interpret data, write routine reports and correspondence via computer, e-mail and the Internet
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to withstand the stress and rigors of the position
- Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable

#### CLASSIFICATION DESCRIPTION 5

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail. May develop procedures, guidelines, and instructions to improve operating efficiency. Make recommendation regarding methods of office operation.

## Schedule A Secretary Salary Schedule

### Secretary I

| Step | 2009-2010 @ 1% (Hourly) | 2010 – 2011 @ 1% (Hourly) |
|------|-------------------------|---------------------------|
| 1    | \$15.13                 | \$15.28                   |
| 2    | \$16.30                 | \$16.46                   |
| 3    | \$17.91                 | \$18.09                   |
| 4    | \$19.10                 | \$19.29                   |
| 5    | \$21.01                 | \$21.22                   |
| 6    | \$22.86                 | \$23.09                   |

### Secretary II

| Step | 2009-2010 @ 1% (Hourly) | 2010 – 2011 @ 1% (Hourly) |
|------|-------------------------|---------------------------|
| 1    | \$15.73                 | \$15.89                   |
| 2    | \$16.90                 | \$17.07                   |
| 3    | \$18.51                 | \$18.70                   |
| 4    | \$19.71                 | \$19.91                   |
| 5    | \$21.61                 | \$21.83                   |
| 6    | \$23.48                 | \$23.71                   |

### Secretary III - Bookkeeper

| Step | 2009-2010 @ 1% (Hourly) | 2010 – 2011 @ 1% (Hourly) |
|------|-------------------------|---------------------------|
| 1    | \$16.32                 | \$16.48                   |
| 2    | \$17.49                 | \$17.66                   |
| 3    | \$19.13                 | \$19.32                   |
| 4    | \$20.32                 | \$20.52                   |
| 5    | \$22.23                 | \$22.45                   |
| 6    | \$24.09                 | \$24.33                   |

### Administrative Assistant

| Step | 2009-2010 @ 1% (Hourly) | 2010 – 2011 @ 1% (Hourly) |
|------|-------------------------|---------------------------|
| 1    | \$17.37                 | \$17.54                   |
| 2    | \$18.53                 | \$18.72                   |
| 3    | \$20.15                 | \$20.35                   |
| 4    | \$21.38                 | \$21.59                   |
| 5    | \$23.29                 | \$23.52                   |
| 6    | \$25.11                 | \$25.36                   |

### Data Specialist

| Step | 2009-2010 @ 1% (Hourly) | 2010 – 2011 @ 1% (Hourly) |
|------|-------------------------|---------------------------|
| 1    | \$18.07                 | \$18.25                   |
| 2    | \$19.27                 | \$19.46                   |
| 3    | \$20.96                 | \$21.17                   |
| 4    | \$22.24                 | \$22.46                   |
| 5    | \$24.22                 | \$24.46                   |
| 6    | \$26.11                 | \$26.37                   |

Any person placed in a classification with a lower wage rate shall be grandfathered at their current rate plus above increments

**CONSOLIDATION/ANNEXATION**

In the event of consolidation or annexation of the School District with another district, the employer shall maintain the current level of staffing and guarantee fulfillment of the terms of this agreement for its duration to the extent permitted by law.

**SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms or obligations herein contained shall be effected, modified, altered or changed to the detriment of the other partying respect to whatsoever by voluntary consolidation, merger, or assignment of either party hereto with.

**Appendix A**  
**Secretarial/Clerical-AFSCME**  
**Evaluation Form**

NAME: \_\_\_\_\_ BUILDING: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

**U = Unsatisfactory**

**S = Satisfactory**

**N/O = Not Observed**

| Competencies |                                                                                                           | S | U | N/O |
|--------------|-----------------------------------------------------------------------------------------------------------|---|---|-----|
| 1.           | Demonstrates depth of knowledge in performing the job.                                                    |   |   |     |
| 2.           | Produces high quality results in work assignments.                                                        |   |   |     |
| 3.           | Applies job knowledge to identify problems and develop appropriate solutions.                             |   |   |     |
| 4.           | Prepares and maintains accurate and complete records.                                                     |   |   |     |
| 5.           | Utilizes available resources to achieve job results.                                                      |   |   |     |
| 6.           | Understands, applies and adheres to District and school/departmental policies, procedures and work rules. |   |   |     |

**Comments:**

---



---



---



---



---

| Job Initiative and Professionalism |                                                                                                                                                                           | S | U | N/O |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|
| 1.                                 | Accepts, seeks and/or takes in initiative for new responsibilities, assignments and/or projects and initiates and takes action for improvements.                          |   |   |     |
| 2.                                 | Responds confidently to the demands of work when confronted with change, adversity or other challenges (adapts well to change in the work environment).                   |   |   |     |
| 3.                                 | Safeguards confidential and privileged information.                                                                                                                       |   |   |     |
| 4.                                 | Demonstrates an interest in learning, keeps current in field (i.e., participated in ongoing professional development).                                                    |   |   |     |
| 5.                                 | Positively represents the District in the work place and public environment; exhibits professional demeanor, including appropriate dress, grooming, hygiene and language. |   |   |     |
| 6.                                 | Arrives to work on time and is prudent in use of leave and adheres to leave policies.                                                                                     |   |   |     |
| 7.                                 | Follows safe work practices, and promptly reports safety hazards.                                                                                                         |   |   |     |

**Comments:**

---



---



---



---



---

| Communication Effectiveness |                                                                                                         | S | U | N/O |
|-----------------------------|---------------------------------------------------------------------------------------------------------|---|---|-----|
| 1.                          | Expresses self clearly, both orally and in writing, including conveying and receiving messages clearly. |   |   |     |
| 2.                          | Applies appropriate style, spelling, grammar and punctuation to written document accurately.            |   |   |     |
| 3.                          | Practices exceptional and e-mail etiquette.                                                             |   |   |     |
| 4.                          | Demonstrates active listening skills.                                                                   |   |   |     |
| 5.                          | Initiates and gives feedback professionally.                                                            |   |   |     |

**Comments:**

---



---



---



---

| Quality Customer Service (District Employees and the Public Sector) |                                                                                                       | S | U | N/O |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---|---|-----|
| 1.                                                                  | Anticipates customer needs and takes a proactive approach toward customers with regard to services.   |   |   |     |
| 2.                                                                  | Gives a high priority to customer satisfaction overall (availability, responsiveness and timeliness). |   |   |     |
| 3.                                                                  | Maintains composure, demonstrates constraints and self-control in difficult situations.               |   |   |     |

**Comments:**

---



---



---



---

| Task and Time Management |                                                                                                | S | U | N/O |
|--------------------------|------------------------------------------------------------------------------------------------|---|---|-----|
| 1.                       | Manages and prioritizes time and resources in order to successfully complete projects on time. |   |   |     |
| 2.                       | Minimizes the development of crisis                                                            |   |   |     |

**Comments:**

---



---



---



---

| Technology and Office Equipment Proficiency |                                                                                                                                                                                                                                            | S | U | N/O |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|
| 1.                                          | Exhibits adequate knowledge of applicable software systems.                                                                                                                                                                                |   |   |     |
| 2.                                          | Applies technology to maximize job performance.                                                                                                                                                                                            |   |   |     |
| 3.                                          | Exhibits proficiency with functions of the photocopier, printer, calculator and other office equipment by normal operation and utilization of machine special features, and cares for District property, proper and safe use of equipment. |   |   |     |

**Comments:**

---



---



---



---



I have had the opportunity to review this document and discuss its contents with my supervisor. My signature acknowledges that I have been informed of my performance rating, but does not necessarily indicate agreement.

---

**Secretary Signature**

---

**Date**

---

**Evaluator Signature**

---

**Date**

---

**Name & Title**

---

**Date of Evaluation**

*Copy: Administrators, Employee, Personnel File*

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Appendix B</b><br/> <b>Secretarial/Clerical-AFSCME</b><br/> <b>Insurance Benefits</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------|

### **Hospitalization**

Blue Cross Blue Shield Community Blue 1 PPO health insurance, for eligible bargaining unit members.

Beginning with the 2010-2011 School Year, a \$100/\$200 deductible will be in effect.

The prescription co-pay will be \$0 generic/\$20 (Formulary Medically Necessary)/ \$30 (Member Choice) name brand. The prescription coverage may be provided by 4D or from any other prescription manager.

### **Dental Insurance**

The following benefits will be included:

|                                               |         |
|-----------------------------------------------|---------|
| Routine dental services                       | 80%     |
| Major dental services                         | 80%     |
| Orthodontic services                          | 80%     |
| Annual maximum benefit excluding orthodontics | \$1,000 |
| Lifetime maximum benefit for orthodontics     | \$1,300 |

The Board reserves the right to select the carrier and/or to self-fund this insurance.

### **Optical Insurance**

The Board shall provide optical coverage that includes the following benefits:

|                                                                                                 |               |
|-------------------------------------------------------------------------------------------------|---------------|
| 1 eye exam per 12 consecutive month period                                                      | 80%           |
| 1 pair of lenses per 12 consecutive month period                                                | 80%           |
| 1 pair of frames per 12 consecutive month period                                                | 80%           |
| Contacts (after cataract surgery or if vision cannot be corrected to 20/70 without such lenses) | 80%           |
| Contacts, other                                                                                 | \$32 per lens |

The Board reserves the right to select the carrier and/ or to self-fund this insurance.

### **Disability Insurance**

|                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Beginning on the 91<sup>st</sup> calendar day of the disability, employees eligible for insurance benefits may receive 66 and 2/3% of their annual base earnings.</i> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The amount of LTD benefits is limited and may be offset by income from other sources. These benefits may continue until the eligible employee reaches age 65, in accordance with the terms of the insurance contract.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

|                                   |          |
|-----------------------------------|----------|
| Double Indemnity Term Life Amount | \$20,000 |
|-----------------------------------|----------|