

# **AGREEMENT**

*BETWEEN*

**THE BOARD OF EDUCATION**

*of the*

**LAKEVIEW SCHOOL DISTRICT**

*and the*

**LAKEVIEW SECRETARIAL ASSOCIATION,  
MEA/NEA**

**2012-2013**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made of the date hereinafter set forth by and between the LAKEVIEW SCHOOL DISTRICT, Calhoun County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the LAKEVIEW SECRETARIAL ASSOCIATION, a local affiliate of the MICHIGAN EDUCATION ASSOCIATION (hereinafter called the Association):

WITNESSETH:

<b>ARTICLE I PURPOSE AND RECOGNITION</b>
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Section 1. Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association and the employees.

Section 2. Recognition. The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 3. Employee Defined. The word "employee" as used in this Agreement refers to all regular secretaries and library secretaries of the Lakeview School District, excluding substitutes, students employed by the Employer, the secretary to the Superintendent, the secretary to the Assistant Superintendent for Human Resources the Payroll Coordinator and the Japanese School Secretary.

Section 4. The Employer agrees not to negotiate with any other organization professing to represent the secretaries and library secretaries for the duration of this Agreement.

**ARTICLE II  
SCHOOL BOARD RIGHTS**

Section 1. 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 conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and/or the United States, including but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, right to contract or subcontract any secretarial services, methods of instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal, lay-off and assignments of all personnel.

Section 2. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of the Agreement.

**ARTICLE III  
PROFESSIONAL NEGOTIATIONS**

Beginning not later than May 1 of the calendar year in which this Agreement expires, the Association and the Employer agree to negotiate over a successor Agreement in accordance with the laws of the State of Michigan.

**ARTICLE IV  
ASSOCIATION RIGHTS**

The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

Section 1. Special Discussion Meetings. Special discussion meetings for important matters will be arranged between the president and the designated representative of the Employer upon the mutual agreement of both parties. Such meetings shall be between two representatives of the Association and representatives of the Employer.



Section 2. Bulletin Boards & School Mail. The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of school mail to distribute Association materials. The Association shall assume responsibility for all such material posted, and in no event shall anything derogatory to the Employer be placed or allowed to remain on such bulletin boards. A copy of such materials will be furnished to the Employer upon request.

Section 3. Use of Facilities. The Association shall have the right to use school facilities with prior approval for meetings and equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all said equipment.

Section 4. State Association Representatives. Duly authorized representatives of the state Association shall be permitted, with prior administrative approval, to transact official Association business on school property.

Section 5. Association Representatives. Employees shall be represented by representatives who shall be regular employees of the bargaining unit. With prior Administration approval, the representative, during working hours without loss of time or pay, may investigate and present grievances to the Employer. This provision shall not be abused by the representative and, if possible, attempts should be made to hold investigations outside business hours.

An alternative representative shall be appointed in the absence of the regular representative. The Association shall furnish the Employer, in writing, the names of the Association representatives upon their election or appointment by the Association.

Section 6. Agency Shop.

A. Any employee, except those exempt under sub-paragraphs (1) and (2) of this paragraph, who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of secretarial duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association, MEA and NEA, provided, however, that the employee may authorize payroll deduction for such fee in the manner as provided in Article IV, Section A.

In the event that a employee not covered in sub-paragraphs (1) and (2) below shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, the District shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written

request of the Association, deduct the Representation Benefit Fee from the employee's wages and remit the same to the Association, in accordance with the procedures specified in ¶B. of this Article.

The parties expressly recognize that the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received under this Agreement. Part-time employees are required to join the Association or pay a service charge thereto. Such dues will be pro-rated in accordance with NEA, MEA, and LSA formulas.

- B. The procedure in all cases of non-payment of the Representation Fee shall be as follows:
1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that the Association has the right to file a request for wage deduction with the Board, under the procedures specified in this Article, in the event compliance is not effected.
  2. If the employee fails to comply, and the Association exercises its right to file a written request with the Board seeking to effectuate involuntary deduction of the Representation Benefit Fee, a copy of the notice of non-compliance and proof of service shall be attached to said request.
  3. The Board, only upon receipt of a request for involuntary wage deduction shall conduct a hearing on said request if the affected bargaining unit member requests such a hearing. The hearing shall be limited to the question of whether the employee has paid the required dues or Representation Benefit Fee. If the bargaining unit member does not request a hearing or if it is otherwise determined that the bargaining unit member has not authorized payroll deduction for or has otherwise not paid the required dues or Representation Benefit Fee, the Board shall make the required deduction from the employee's wages. In the event of compliance at any time prior to the completion of this hearing, the request for involuntary deduction shall be withdrawn. The Association, in processing such requests for involuntary wage deductions, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

- C. Pursuant to Chicago Employees Union v Hudson, 106 S. Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non- Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for Representation Benefit Fees, the amount of said professional fees and the amount of the Representation Benefit Fee to be deducted by the District, and that said fee includes only those amounts permitted by this Agreement and by law. The parties agree to cooperatively discuss and exchange information regarding the Association's Representation Benefit Fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the Representation Benefit Fee.

The Association further agrees to certify to the District that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the Representation Benefit Fee obligation contained in this Article.

- F. Further, the Association agrees to promptly notify the District in the event a Court order, Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration

award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice to the Association of any decision made by the District with regard to compliance.

- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such a bargaining unit member shall be required, in lieu of periodic dues, Representation Benefit Fee(s) and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one (1) of three (3) such charitable organizations as mutually designated by the District and the Association.
- H. With respect to all sums deducted by the District pursuant to authorization of the employee whether for Professional Dues or Representation Benefit Fee, the District agrees to disburse promptly said sums upon direction of the Association.
- I. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- J. The Association agrees to assume the legal defense of any suit or action brought against the District, Board of Education, trustees and administrators regarding this Article of the Agreement. The Association further agrees to indemnify and save the District, each individual School Board member, and all administrators, harmless against any and all claims, claims for attorneys' fees, demands, costs, suits, or other forms of liability and all court or administrative agency cost that may arise out of or by reason of, action taken by any and all of the above entities and persons for the purpose of complying with this Article, subject, however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - 2. The Association, after consideration with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article or its application.

3. The Board of Education has the right to choose the legal counsel to defend any said suit or action at the Association's sole expense. The District shall not object to the intervention of the Association as a party aligned with the interests of the District, Board of Education, trustees and administrators.
4. The Association shall have the right to compromise or settle any claim made under this section, all at the Association's sole expense.
5. The Association agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Section 7. Dues Checkoff.

- A. The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer by September 1, of each year, a list of active members of the Association.
- B. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month - September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made within the month following the month of deduction. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.

Section 8. Association Days. At the beginning of each school year, the Association shall be credited with four (4) days to be used by association members who are officers or agents of the Association to attend meetings or workshops of the Michigan Education Association, the National Education Association, or to attend to business concerning the Lakeview Secretarial Association. The Association president must give the Superintendent three (3) days notice prior to any day(s) needed. The Superintendent may give permission to use Association days with less notice at his/her discretion.



**ARTICLE V**  
**EMPLOYEE RIGHTS**

Section 1. Non-Discrimination. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other Laws of Michigan, or the Constitutions of Michigan and the United States of America, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective negotiations with the Board; or her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she may have under the Michigan General School Laws, or the applicable laws and regulations.

Section 2. Discipline.

- A. No non-probationary employee shall be disciplined; which shall include written reprimands, suspensions, demotions and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.
- B. Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 3. Files and Records.

- A. An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee, originating after initial employment and to have a representative of the Association accompany him/her in such review.

- B. Procedures for granting employees access to personnel records shall include the following:
1. Requests to review records shall be made to the Office of the Superintendent (in writing) at least two (2) days prior to the requested date of review.
  2. Records may be reviewed only during regular hours of the Superintendent's office and only during periods when the employee is not "on duty" in his/her assignment (lunch hour, after school hours, etc.).
  3. No more than two (2) requests for review by an individual may be made during any one (1) contract year and the interval between requests shall be no less than thirty (30) days.
  4. Reasonable charges for materials to be copied may be made by the Superintendent's office.
- C. No material, which has an adverse effect on the employee's record, shall be placed in her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown through the grievance procedure through the Board level, whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in her file, such signature shall be understood to indicate her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

#### Section 4. Employee Protection.

- A. No employee shall be required to work at his/her work site when temperatures in the work site are extreme. The Administration may excuse the employee(s) without loss of pay or assign the employee(s) to another work site.
- B. No employee shall be required to work in a work site when no custodian or administrator is present if he/she is the only employee present in the building. If such a situation arises the employee may immediately contact the Administration which will make arrangements to have an administrator or a custodian come to the building.

- C. The District shall make available to each employee procedures for obtaining help, if an emergency situation arises.
- D. Any case of assault upon an employee shall be promptly reported to the supervisor or his/her designated representative. The Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, but will not provide ongoing legal/attorney service.

Section 5. Miscellaneous.

- A. A list of substitute secretaries shall be provided, and in the absence of the secretary, substitutes may be called from this list and time sheets submitted to the Payroll office.
- B. Lakeview School District employees not part of the bargaining unit, by definition, shall be allowed to do work which may be similar to those members of the bargaining unit providing such work shall not eliminate bargaining unit positions which would necessitate layoffs or reduce hours of work for Association members.

<p><b>ARTICLE VI</b> <b>WORK SCHEDULE AND DUTIES, COMPENSATION AND BENEFITS</b></p>
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Section 1. Work Schedule.

- A. Employees shall be released thirty (30) minutes early, with pay, the day before a holiday weekend or on the last workday prior to Fourth of July, Labor Day, Thanksgiving, Winter Break, Mid-Winter Break, Spring Break and Memorial Day. It is understood that an employee may not be released early when critical time sensitive work must be completed on the day in question.
- B. All employees shall have their time arranged by the Principal or immediate supervisor.
- C. Lunch and Relief Periods. All employees will be provided with a fifteen (15) minute relief period in the morning and a fifteen (15) minute period in the afternoon. Half-time employees will receive one fifteen (15) minute relief period.



All employees shall be entitled to an unpaid lunch period of at least one-half (1/2) hour per day.

(see Schedule B)

### Section 2 Overtime Compensation – Computation.

- A. Overtime earned, paid or taken as compensatory time must be approved by the supervisor in advance. Exceptions to this may be made in conjunction with the safety of a student and must be reported to the supervisor upon his or her return.
- B. Time and one-half will be paid for all hours worked over forty (40) hours in one week. Time worked in excess of a Secretary's daily work schedule shall be worked in increments of fifteen (15) minutes. For purposes of computing overtime or compensatory time a week is defined as five (5) consecutive days beginning on a Monday and ending on a Friday. Paid leave is not considered as time worked for the purposes of calculating overtime. If an employee is scheduled to work more than eight (8) hours per day for more than two (2) weeks it shall be by written agreement between the Employer and the Association.
- C. Double time will be paid for all hours worked on Sundays. Time and one-half shall be paid for all hours worked on Saturdays. Time and one-half shall be paid for all hours worked on holidays. This will be in addition to holiday pay if the employee is entitled to holiday pay for that day
- D. Compensatory time off may be given for hours worked in excess of forty (40) hours in one week as defined above in ¶A if mutually agreed to in advance by the supervisor and the employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable. Accumulated compensatory time must be used within the same fiscal year in which it was earned. Compensatory time shall be earned and used in increments of fifteen (15) minutes.

### Section 3. Flexible Work Schedule.

With the approval of the Employer, an employee may alter or flex his/her work schedule in the ways stated below. It is understood that any hours worked in excess of forty (40) hours in one week must be paid out on an overtime basis or mutually scheduled as compensatory time off.

- A. An employee's daily work schedule may be altered (flexed) when the total number of hours worked on that day is not changed. For example, an employee has permission from his/her supervisor to come to work one (1) hour later than his/her normal reporting time on a particular workday and in exchange work one (1) hour beyond his/her normal end of the workday.
- B. An employee's daily work schedule may be altered (flexed) by working more than his/her normal number of hours on a workday and reducing the number of work hours on a different workday of the same workweek. For example, an employee who has permission from his/her supervisor and who normally works eight (8) hours per day could work nine (9) hours on one day of a workweek and work seven (7) hours on a different day of his/her workweek. Such an arrangement shall not increase nor decrease the normal number of work hours scheduled in one (1) workweek for any employee.
- C. With the permission of his/her supervisor, an employee's yearly work schedule may be altered (flexed) by exchanging a scheduled workday(s) for a scheduled non-workday(s) in the same fiscal year.

<b>ARTICLE VII</b> <b>SENIORITY</b>
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Section 1. Probationary Period. New employees hired into the bargaining unit shall undergo a probationary period of ninety (90) days worked. Upon completion of his/her probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of his/her date of hire.

- A. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period except that the termination of such probationary employee shall not be subject to the grievance procedure.
- B. Leave day credit and vacation time credit shall accrue during the probationary period but may not be taken during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.

Section 2. Seniority Defined. Seniority shall be defined as length of service within the bargaining unit as of the employee's last date of hire into a bargaining unit position. The following is effective for employees hired on or after July 1, 1998. The seniority placement for those employees hired prior to this date shall remain unchanged. In the event two (2) or more employees' first

workday is the same, their respective positions on the seniority list shall be determined by their total length of service in the District. The person with the most total length of service in the District shall be the most senior. In the event that the total length of service is the same, employees' respective position on the seniority list shall be determined by the last four (4) digits of their Social Security numbers. The person whose number is the highest shall be the most senior. The following unpaid leaves of absence (described in Article X) will be granted without loss of seniority or accrual of seniority: Child Care leave; Serious Illness of the Employee or a Member of the Immediate Family; and Meritorious Leave.

Section 3. Seniority Lists. The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority list shall be prepared and copies shall be furnished to the Association annually on or before November 1<sup>st</sup>. Each bargaining unit member shall be responsible to notify the Employer and the Association President of any error within twenty (20) work) days after receiving the proposed list. A new seniority list will be issued if errors are found. After this process is complete the list shall be the final and official list until replaced by a new list issued the following year.

Section 4. Loss of Seniority. Seniority shall be lost if the employee:

- A. Voluntarily quits,
- B. Is discharged and the discharge is not reversed through the procedure set forth in this Agreement,
- C. Retires, or
- D. Otherwise terminates his/her employment relationship with the Employer.

<b>ARTICLE VIII REDUCTION OF STAFF</b>
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Section 1. Layoff Defined. Layoff occurs when a reduction in the number of bargaining unit positions, in part or in whole, results in the loss or partial loss of employment by a currently employed bargaining unit member. The Board of Education shall have the authority to make decisions regarding such layoffs at its sole discretion.

Section 2. Layoff Procedure.

- A. Probationary employees shall be the first laid off, provided there are employees with seniority in the bargaining unit who are available and can perform the required work. Thereafter, of the employees with seniority, the employee in her/his classification with the least seniority shall be the first laid off, provided always that the remaining employees are available and can perform the required work. When a position is eliminated, an employee shall be able to replace the least senior employee within that classification. If there is no one less senior within that classification, the employee shall be able to replace the least senior employee in the next lower classification, if the employee is qualified for the position as determined by the Assistant Superintendent of Human Resources. If it is determined that the senior employee is not qualified, then the senior employee shall retain the new position for sixty (60) calendar days and the district shall provide the employee with training that is reasonably necessary to perform the qualifications of the job. After sixty (60) calendar days, if the senior employee is not qualified to perform that job, the senior employee shall be offered a job in that classification for which she/he is qualified and the employee thus displaced shall have the same right. For the purpose of layoff and recall, classifications are those designated in Schedule B.
- B. The Employer shall endeavor to give thirty (30) calendar days notice of layoff to the affected employee, and in any event three (3) weeks written notice of layoff shall be provided to the affected employee.

Section 3. Recall Procedure. Employees will be recalled in the inverse order of that specified in Section 2. Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to report to the Employer within ten (10) calendar days from the date of mailing or notice of recall, she shall be considered as quit unless during said ten (10) calendar days period she is granted a leave of absence.

- A. In the event of layoff, employees on leave shall be notified by the Association so they may exercise seniority.
- B. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
- C. Laid off employees shall be eligible for recall up to twelve (12) months following their layoff.

**ARTICLE IX**  
**VACANCIES, TRANSFERS, PROMOTIONS**

Section 1. Vacancies.

- A. Vacancy Defined. A vacancy shall be defined as a newly created position, or an existing position that the Employer chooses to fill, excluding temporary vacancies. A temporary vacancy is a vacancy caused by an employee being on an authorized absence.
- B. Posting.
1. For the purposes of this article, "days" are defined as days on which the Central Office is open for business.
  2. All vacancies to be filled must be posted within ten (10) days after the job becomes vacant or when a resignation is received by the District. If the District is not sure whether or not a job will be filled the administration shall meet with the Association to discuss the issue within the same ten (10) days mentioned above in this paragraph. The Employer must notify, in writing, all applicants and the President of the Association its decision as to who was awarded all posted jobs within twenty (20) days after the expiration of the posting period. These time lines may be waived by the Employer with notification to the Association President.
  3. All vacancies shall be posted online for at least five (5) days before the appointment is made. All secretaries will be notified of the posting by e-mail. If an employee desires to be considered an applicant for a posted position, she shall make application, in writing, during the posting period.
  4. If a vacancy occurs while there are employees on layoff, the posting and bidding procedures, as outlined in this Article, shall occur as usual for persons currently employed before a recall is initiated.
  5. The following format shall be used to advertise the position:
    - a. Type of work
    - b. Place of work
    - c. Starting date
    - d. Rate of pay
    - e. Hours to be worked
    - f. Classification
    - g. The minimum qualifications required

6. It will be the employees' responsibility for contacting the Administration if they wish to bid on any job opening that occurs while they are on vacation or otherwise absent.
  7. A posted position may be filled on a temporary basis during the posting period.
- C. Rates for New Jobs. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure and notify the Association of same. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiation within twenty (20) work days of the date written notifications is received by the Association.

## Section 2. Transfers and Promotions.

- A. Employees in the unit may bid and have the right to be interviewed for a vacancy provided he/she has the minimum qualifications for the position as indicated on the job posting. An employee who is under a less than satisfactory evaluation or a plan of improvement may not bid on any vacancy. Transfers and promotions within the bargaining unit shall be made on the basis of ability and seniority. The position shall be awarded to the most senior applicant who has the qualifications and skills necessary to perform the duties of the vacant position. If no qualified employee bids on the vacancy, the Employer shall have the right to employ a new hire.

Involuntary transfers shall be minimized and made only for just cause.

- B. Trial Period. The successful applicant shall be given a trial period of up to thirty (30) working days to determine:
1. His/her desire to remain on the job.
  2. His/her ability to perform the job.

During the thirty (30) workday trial period, the employee shall have the opportunity to revert back to her former position. If the employee is unsatisfactory in the new position, she shall be returned to her former position. Notice and reasons shall be submitted to the employee, in writing, by the Employer. The matter may then become a proper subject for a special conference, upon request of the affected employee.

- C. Vacancies created by an employee serving a trial period may be filled by the Employer with a substitute without posting such vacancy for the duration of the trial period.



**ARTICLE X**  
**AUTHORIZED ABSENCE**

Section 1. Sick Leave.

- A. Use. Sick leave may be used in increments of fifteen (15) minutes for:
1. Any physical or mental condition which disables an employee from rendering services.
  2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the School District.
  3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
  4. Up to ten (10) days per work year for illness, disability or injury of child, spouse, parent, grandchild or any other relative who is a member of a secretary's immediate household family. In extenuating circumstances, the Superintendent may allow the secretary to utilize additional sick leave days from the secretary's accumulated sick leave for the above purpose. This determination shall be at the Superintendent's sole discretion.
- B. Sick Leave Amount. Employees shall earn one (1) sick day for each month worked accumulated to two hundred (200) days.
- C. All employees, while on paid sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The Employer shall continue the payments of insurance benefits consistent with the Family Medical Leave Act.
- D. For reasons specified in Article X, Section 1, A, 3, employees working eight (8) or more hours per day shall be granted an early dismissal one time during any semester for such an absence for school year employees or one time during any one, six month period for twelve month employees and that time shall not be deducted from the employee's leave days or any portion thereof. If the release time is more than two (2) hours, that time shall be deducted from the employee's leave days in fifteen (15) minute increments.

## Section 2. Personal Leave.

- A. Each employee shall be entitled to up to two (2) days of personal leave with pay, non-cumulative, each year, to attend to necessary personal business which cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Unused personal leave days will be added to the secretary's accumulated sick leave at the conclusion of the secretary's work year on June 30. A secretary may receive a cash incentive of ninety dollars (\$90) for each unused personal leave day at the end of the fiscal year if he/she has accumulated one hundred (100) or more sick leave days. A secretary must indicate, in writing to the business office, his/her desire to receive the cash incentive by July 5 following the end of the fiscal year. If properly requested, the cash incentive shall be issued on the second payroll date in July.
- B. No such leave may be taken on the day preceding or following a holiday or vacation or because of inclement weather or on the first and last day of a school year--except that emergency leave under these circumstances may be granted when requested of and approved by the Superintendent.
- C. Secretaries must give notification not less than twenty-four (24) hours in advance, except in extreme emergencies, when they must give notification at the earliest possible time personally or by telephone.
- D. The Superintendent may in his/her sole discretion grant additional emergency leave days with or without pay subject to the above restrictions and conditions, and the secretary shall provide the reason for such leave when applying for same.

## Section 3. Funeral Leave.

- A. A leave of absence with pay for up to five (5) days shall be granted a secretary in the event of the death of a member of his/her immediate family. For purposes of this section immediate family is defined as a secretary's parent, parent-in-law, spouse, child, brother-in-law, sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the secretary's immediate household. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a secretary in the event of the death of a relative not within the definition of "immediate family" above. Up to two (2) additional days of leave shall be granted when a funeral is two hundred (200) or more miles from Battle Creek if the secretary utilizes paid sick leave and/or personal leave. The Superintendent may grant additional days with or without pay at his/her discretion.



- B. Personal leave may be used for the funeral of a friend or neighbor. If permission is requested at least twenty-four (24) hours in advance and the time away from work is two (2) hours or less no leave time of any kind shall be charged against the secretary.

Section 4. Jury Duty.

- A. All employees called for jury duty during normal working hours, or who are subpoenaed to testify during working hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding, shall be paid their full wage for such time except in those brought by the employee against the District.
- B. Any payment received by the employee for such duty shall be given to the Board with the exception of payment received for transportation costs.

Section 5. Worker's Compensation: Any bargaining unit member who is absent because of an injury or disease sustained or contracted during the course of his/her employment by the Lakeview School District and which is compensable under the Michigan Workers' Disability Compensation Act, shall receive fractional sick leave pay of the difference between the workers' compensation benefit and his/her regular salary for the duration of the illness, but not to exceed seventy-five (75) work days, and this shall not be counted against his/her sick leave. However, any fractional differential of sick leave after the seventy-five (75) work day period shall be deductible from the secretary's accumulated sick leave. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more and no less take-home pay than what he/she receives for a regular gross per diem rate, provided that the secretary has sufficient accumulated sick leave to fund the wage differential after the above defined seventy-five (75) work day period.

Any payroll deductions that are required by law or by the Agreement, or that are elected by the employee shall be withheld from the fractional sick leave payment above. In addition, in the event that the employee is responsible for MPERS contributions on workers compensation benefits, the employee's MPERS contributions shall be withheld from the fractional sick leave payment above.

In the event that the employee does not elect to receive fractional sick leave pay, or the fractional sick leave payment is insufficient to cover the deductions described above, those deductions will be billed to the employee, who shall pay the invoice based on a payment schedule worked out between the employee and the business office.

Section 6. Leaves of Absence Without Pay.

- A. Child Care Leave. A leave of absence shall be granted to an employee for the purpose of child care. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Such leave shall be granted without pay or increment for a period not to exceed one (1) year beyond the date on which the leave became effective. An employee who has adopted a child or is responsible for caring for a child living in his/her home shall be entitled, upon request, to a child care leave of up to one (1) year in length. The employee shall notify the Superintendent or Superintendent's designated representative in writing of his/her desire to take a leave. The letter requesting leave shall include the anticipated date of return and, except in emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. That portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
- B. Serious Illness of the Employee or a Member of the Immediate Family. Leave due to illness shall be for a period of not more than one year. Medical verification may be required by the Employer.
- C. Meritorious Leaves. Unpaid leaves for other reasons may be granted for reasons deemed meritorious by the Employer.

Section 7. Return From Unpaid Leave of Absence.

- A. An employee returning from a leave of absence shall be reinstated to the position and classification she held when her leave began provided that the employee returns to work within one (1) year. If the position has been eliminated, the employee shall be offered a like vacant position if available. If no like vacant position is available, the returning employee may exercise his/her seniority rights and bump the least senior employee in his/her classification if that employee has less seniority than the returning employee. If no employee in his/her classification has less seniority, the returning employee has the right to bump the least senior employee in any lower paying classification if his/her seniority allows. If there is no vacant position available or if no employee has less seniority than the returning employee, the returning employee shall be laid off.
- B. Employees returning from a leave of absence shall be required to notify the Employer in writing of the date of their intent to return three (3) weeks prior to such return. If an employee fails to return from an expired leave, it shall be construed as a voluntary resignation.

Section 8. Vacation.

- A. For employees hired into this bargaining unit before June 30, 1998 who are normally employed less than twelve (12) months or less than an eight-hour day or forty (40) hours per week shall be entitled to vacation time on a pro-rated basis in proportion to time worked and years of service as follows:
1. Less than one (1) year of service completed prior to October 1:  
5/6 day per month worked.
  2. One (1) year of service completed prior to October 1:  
10 days per school year.
  3. Eight (8) years of service completed prior to October 1:  
15 days per school year.
  4. Fifteen (15) years of service completed prior to October 1:  
20 days per school year.
- B. Twelve-month employees shall earn vacation as follows:
1. Less than one (1) year of service completed prior to October 1:  
5/6 day per month worked.
  2. One (1) year of service completed prior to October 1:  
10 days per school year.
  3. Five (5) years of service completed prior to October 1:  
15 days per school year.
  4. Twelve (12) years of service completed prior to October 1:  
20 days per school year.
- C. One (1) week may be held over to be applied to the next year's vacation with the provision that the employee may not take more than three (3) weeks consecutively at any one time.
- D. Vacations may be taken at such times during the year as are suitable, considering the wishes of the employee and with approval of the Employer, and with consideration for the efficient operation of the office concerned
- E. Vacation dates shall be arranged through the office of the employee's immediate supervisor. In case of conflicts, vacation periods shall be granted according to seniority.

- F. Vacation dates shall be strictly adhered to and may be changed only by a letter to the employee's immediate supervisor two (2) weeks in advance, if possible, of the vacation period. If an employee is ill and his/her sick leave is exhausted, vacation days may be used at the employee's discretion.
- G. If an employee is hospitalized during his/her vacation, the vacation will be rescheduled. In the event his/her incapacity continues through one year, he/she may be awarded payment in lieu of vacation.
- H. In case an employee resigns and gives two (2) weeks notice, he/she will be given his/her unused vacation credit. In case of death, the unused vacation credit will be paid to the spouse or family of the deceased employee.
- I. An employee retiring will be expected to date her retirement so that he/she has used his/her full vacation allowance prior to the effective retirement date.

<p><b>ARTICLE XI</b> <b>GRIEVANCE PROCEDURE</b></p>
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Section 1. Grievance Defined. A grievance is any dispute concerning a violation of any of the specific provisions of this Agreement.

Section 2. Grievance Levels.

A. Informal Adjustment. Prior to filing a written grievance, the grievant shall meet with the immediate supervisor within ten (10) days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings.

B. Written Grievance.

Step 1 - If the grievance is not satisfactorily resolved at the informal conference, the grievant shall have five (5) days within which to file with the immediate supervisor a written grievance, which grievance shall include:

1. An identification of the Grievant(s),
2. The date of the event,
3. The specific facts upon which the grievance is based,
4. The specific provision(s) of the Agreement violated, with explanation of how provision(s) are violated.
5. The specific relief requested,

6. The date of the grievance, and
7. The signature of the Grievant.

A reply shall be filed within five (5) days from the receipt of the written grievance.

Step 2 - If the Step 1 reply is not satisfactory and a request is made within five (5) days from the receipt of the Step 1 reply, the grievance may be advanced to the Superintendent or his designee. A meeting shall be held within five (5) days from the receipt of the request. Within five (5) days from the meeting, the Superintendent or his designee shall reply to the grievance in writing.

Step 3 - If the disposition of the Superintendent or his designee is not satisfactory and a request is made within five (5) days from the receipt of the Step 2 reply, the grievance may be advanced to the Board of Education. A meeting shall be held within fifteen (15) days from the receipt of the request. Within five (5) days from the meeting, the Board shall reply to the grievance in writing.

Step 4 - If the disposition of the Board is not satisfactory, the grievance shall be submitted to Arbitration if such request is made within twenty (20) days from the receipt of the Step 3 reply. Arbitration shall be conducted in accordance with the following guidelines, namely:

1. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
  2. The arbitrator shall not have the authority to vary the terms of the Agreement.
  3. The decision of the arbitrator shall be final and binding on both parties.
- C. Association grievances on the part of a group of employees or the entire Association may be initiated at Step 2. Prior to filing a written grievance, representatives of the Association shall meet with the Superintendent or his designee within ten (10) days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings.

If the grievance is not satisfactorily resolved at the informal conference, the Association shall have five (5) days within which to file with the Superintendent or his designee a written grievance utilizing the same format as in Section 2, B, Step 1.

D. General Procedures.

1. Definitions: As used in this Article, the word:
  - a. "Party" includes the Employer, the Association, and an employee or group of employees.
  - b. "Grievant" means the Association or employee filing the grievance for review. If a grievant is an employee, she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
  - c. "Event" means the condition, act, or omission which the Grievant alleges gave rise to the grievance.
  - d. "Day" means a calendar day except a Saturday, Sunday, or legal holiday observed by the Employer.
2. Form of Action. All grievances, replies and requests shall be in writing, filed with each party.
3. Exclusions. The grievance procedure shall not apply to:
  - a. The dismissal of any probationary employee.
  - b. Any provision of the Agreement which contains an express exclusion from this procedure.
  - c. The content of a job evaluation beyond Step 3.
4. Other Grievances. Either party may require that all grievances involving the same event be combined in one grievance proceeding.
5. Withdrawals and Denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be automatically advanced to the next step. Time limits may be extended upon mutual agreement of the parties.
6. Costs. Any fee paid for the service of an arbitrator shall be shared equally by the parties. Each party shall be responsible for its own costs.
7. Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the



extent required to complete the processing of a grievance filed prior to such expiration date.

**ARTICLE XII**  
**GENERAL PROVISIONS**

Section 1. Notices. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Employer: Lakeview School District  
15 Arbor Street  
Battle Creek, MI 49015
- B. Association MEA/NEA  
424 Riverside Drive  
Battle Creek, MI 49015
- C. Employee: As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.

Section 2. Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties.

Section 3. Validity of Agreement. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The parties will meet to renegotiate such invalidated provision.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

Section 4. Strikes and Lockouts. The Association agrees during the term of this contract that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Employer. The Employer likewise agrees during the term of this contract it will not engage in any lockout or related activity.

Section 5. Duplication of Agreement. The Board shall distribute a copy of this master agreement via electronic mail to each employee who is employed in the bargaining unit during the term of this agreement. A copy of the same master agreement shall also be placed on the Lakeview website on the shared drive.

Section 6. Effective Date and Termination. This Agreement becomes effective as of July 1, 2012 and remains in force until June 30, 2013.

IN WITNESS WHEREOF this parties have caused this Agreement to be executed.

**LAKEVIEW SCHOOL DISTRICT**

**LAKEVIEW SECRETARIES  
ASSOCIATION, MEA/NEA**



\_\_\_\_\_  
Dave Peterson,  
Superintendent



\_\_\_\_\_  
Cheryl Chubinski,  
President

Sept 6, 2012  
Date

Sept 7, 2012  
Date



<b>SCHEDULE A</b> <b>DUTIES, JOB DESCRIPTIONS, WORK SCHEDULE</b>
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Section 1. Duties & Job Descriptions. A statement of general duties and job descriptions will be prepared for all bargaining unit positions. The Association and the Administration shall establish a review committee to meet in even years to review job descriptions. The committee shall be comprised of two (2) administrators and two (2) Association members appointed by the LSA.

Section 2. Work Schedule.

A. Hours of Work.

1. All employees shall have their time arranged by the Principal or immediate supervisor.
2. Lunch and Relief Periods. All employees will be provided with a fifteen (15) minute relief period in the morning and a fifteen (15) minute period in the afternoon. Half-time employees will receive one fifteen (15) minute relief period.

All employees shall be entitled to an unpaid lunch period of at least one-half (1/2) hour per day.

B. School Closings.

1. Should it become necessary to close school because of conditions not within the control of school authorities, additional days of work shall be scheduled to comply with Sec. 101(3) of the State School Aid Act. The rescheduled days will not increase the total additional work days of the employee and the employee will not be entitled to additional compensation. If a make-up day falls on a designated holiday and the employee is called to work, the employee shall receive his/her regular hourly rate in addition to the holiday pay.
2. Year-around employees will be required to work on snow/emergency days at the regular pay rate unless specifically excused by the Superintendent or his/her designee. Employees, who report after their normal starting time, but before the bargaining unit member's regular lunch time, will suffer no loss of pay, benefits or leave/vacation time.

3. If a building is closed for emergency reasons prior to the end of the workday building secretaries shall be dismissed fifteen (15) minutes after the building is cleared of students. Central Administration secretaries, will be released by their immediate supervisor.
4. On those days when school has not been closed during the regular school day and severe weather threatens, the school secretary may be dismissed by the Superintendent, or his designee, with no loss of compensation to the secretary.
5. The decision as to whether a library secretary works his/her normal number of hours on days when the school is in half-day sessions shall be left to the discretion of the building Principal.

C. Released Time. Released time with pay for professional development will be allowed as agreed between the Administration and individual secretaries or individual library secretaries to attend a conference or a training experience which enhances the employee's ability to better perform his/her work duties.

<p><b>SCHEDULE B</b> <b>COMPENSATION, CLASSIFICATIONS</b></p>
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Section 1. Annual individual summaries of employment shall be prepared and issued no later than September 1 of each year.

Section 2. Basic Compensation.

2012-2013

Step	Class I	Class II	Class III	Step	Class IV
1	\$11.73	\$14.93	\$15.53	1	\$18.15
2	\$12.22	\$15.43	\$16.04	2	\$19.06
3	\$12.78	\$16.00	\$16.55	3	\$19.95
4	\$13.21	\$16.44	\$17.02	4-9	\$21.08
5	\$13.74	\$16.97	\$17.50	10-14	\$21.42
6-9	\$14.33	\$17.63	\$18.25	15-19	\$21.51
10-14	\$14.85	\$18.03	\$18.58	20+	\$21.62
15-19	\$15.00	\$18.14	\$18.67		
20+	\$15.17	\$18.27	\$18.78		

NOTE: Steps beyond Step 9 reflect a 3% increase to the longevity amount that has been incorporated into the wage scale.

Any bargaining unit member who receives a rating of "Highly Effective" on his/her annual performance evaluation will receive an off-schedule stipend of \$200. Any bargaining unit member who receives a rating of "Effective" on his/her annual performance evaluation will receive an off-schedule stipend of \$100. In the event the secretary is not provided an evaluation by June 15<sup>th</sup>, he/she is to be considered "Highly Effective". These off-schedule stipend payments will be made in the last check in June.

HE = 6 of 8 Level A and no Level C or D

E = All Level A, B, and C

ME = No more than one Level D

I = 2 or more Level D

The parties agree that it is to their mutual interest to increase the Association's knowledge base of the District's budgetary process and agree that the Association President or designee may observe and/or be informed of the ongoing budget building process.

The placement step for all new employees shall be no higher than step three (3) of their class.

If the District intends to place a new employee at a salary step other than number 1, the Association President shall be notified. The parties shall meet to confer over such salary placement prior to the new employee being hired.

At the LSA's request, this exhibit shall be reopened for further negotiation regarding professional compensation after 1) receipt of the final 2011-12 audit report, 2) fall 2012 count day, and the October 2012 Board of Education meeting.

#### Section 4. Sick Leave Payout.

- A. Any secretary who severs their employment with the District who has accumulated one hundred (100) sick days will receive sixty dollars (\$60) for each day accumulated beyond one hundred (100) days. This payment will be deposited into an IRS Special Pay Plan within thirty (30) calendar days after the last day worked.

#### Section 5. Classifications.

##### A. Class IV Position

Director of Curriculum and Instruction Secretary	12 months
Principal's Secretary – High School, Middle School	12 months
Community Services and Communications Secretary	12 months
Operations' Secretary	12 months

	Principal's Secretary – Elementary	11 months
	Calhoun Community High School Secretary	11 months
B.	Class III Positions	
	Food Service Secretary	11 months
	Food Service Secretary	12 months
C.	Class II Positions	
	Middle School Office Secretary	11 months
	Assistant Principal's Secretary - High School	11 months
	Athletic Director's Secretary – High School	11 months
	Assistant Principal's Secretary – Middle School	11 months
	Student Services Secretary – High School	11 months
	Middle School Office/Athletic Director Secretary	11 months
D.	Class I Positions	
	Library Secretaries - Elementary, Middle School, and High School	10 months

Bargaining unit members who qualify for vacation, other than the 12 month Food Service Secretary, will take vacation days during the week of July 4<sup>th</sup> for any regularly scheduled work day.

#### Section 6. Reclassification Procedure.

- A. An employee within one of the classifications may be considered for movement to a higher classification based upon:
  1. A substantive expansion of the responsibilities of the position held, and/or
  2. Evidence of individual professional development as established through continuing education and/or training related to the areas of responsibilities of the current position held.
- B. An employee so inclined must follow the procedures listed below.
  1. If an employee believes the demands and responsibilities of his/her position should be considered for reclassification, the employee shall have the opportunity to request a re-evaluation of the position in writing.
  2. The written request shall include:
    - a. The current classification and rate of pay, and
    - b. The desired classification and rate of pay, and

- c. The change in duties and responsibilities that are the basis for the requested change.
- 3. The request shall be submitted to the Assistant Superintendent for Human Resources for consideration. A written notice of approval or disapproval of reclassification shall be issued to the employee within thirty (30) working days of submission by the employee. If the reclassification is approved it will take effect the first pay period after it is approved.
- 4. An employee may apply for reclassification one time during any fiscal year. An employee who is under a less than satisfactory evaluation or a plan of improvement may not apply for reclassification.
- C. Salary Step Placement – Reclassification of Current Position and Awarded New Position in a Higher Paid Classification. An employee whose position, due to a permanent job transfer or due to the employee’s current position being reclassified, is placed in a different job classification which has a pay range which is higher than the pay range in the employee’s former job classification shall be placed on the lowest pay rate step that will increase the employee’s hourly wage by a minimum of one dollar (\$1) per hour. If no pay rate step exists that would result in the employee’s hourly wage being increased a minimum of one dollar (\$1) per hour the employee shall be placed on the highest pay step in the new higher paid classification.

<p><b>SCHEDULE C</b> <b>FRINGE BENEFITS</b></p>
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Section 1. Paid Holidays.

A. The following holidays will be considered as "paid holidays."

*July 4	Week Days between Christmas Day
Day after July 4	and the Day before New Years
Labor Day	Day before New Years
Thanksgiving	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

\* July 4 and the day after July 4 shall be a paid holiday only for those employees scheduled to work the week including the legal holiday.

- B. If a holiday falls on a Saturday, it will be observed the preceding Friday. If the holiday falls on a Sunday, the Monday following will be observed as the holiday.
- C. If any of the paid holidays listed in item A above falls on a day when school will be in session, employees shall be on duty at regular pay.

Section 2. Mileage. Employees who use personal vehicles for authorized school business shall be entitled, upon presentation of adequate documentation, to reimbursement at the current maximum non-taxable IRS allowance for such mileage.

Section 3. Insurance and Self-Funded Benefits.

- A. Plan #1. The following insurance plans and self-funded benefits will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan until September 30, 2012:
  - 1. Health                    MESSA Choices II or similar to MESSA Choices II with \$10/\$20 prescription co-payment; the Health plan will also include the following deductible and co-payments: \$100/\$200 in-network deductible, \$250/\$500 out-of-network deductible, \$10 Office Visit (OV); \$25 Urgent Care (UC); \$50 Emergency Room (ER)
  - 2. Dental                    Self-funded (with third party administration through ADN) using Delta Dental specifications for Plan E/007as in effect on July 1, 2010
  - 3. Vision                    National Vision Administrator with same specifications on VSP2 as in effect on July 1, 2010
  - 4. Negotiated Life        \$30,000

(The District will pursue alternate life insurance providers who may provide the same benefit at a cost savings)

Effective October 1, 2012 the following insurance plans and self-funded benefits will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan:

- 1. Health                    MESSA Choices II or similar to MESSA Choices II with \$10/\$20 drug card; the Health plan will also include the following deductible and co-payments: \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network deductible, \$20 Office Visit (OV); \$25 Urgent Care (UC); \$50 Emergency Room (ER)
- 2. Dental                    Self-funded (with third party administration through ADN) using Delta Dental specifications for Plan E/007as in effect on July 1, 2010
- 3. Vision                    National Vision Administrator with same specifications on VSP2 as in effect on July 1, 2010
- 4. Negotiated Life        \$30,000

(The District will pursue alternate life insurance providers who may provide the same benefit at a cost savings)

- B. Plan #2 (employee plan when health insurance is not needed). The following insurance plans and self-funded benefits will be provided to full-time employees who do not have need of health insurance.
1. Dental.....Self-funded (with third party administration through ADN) using Delta Dental specifications for Plan E/007 as in effect on July 1, 2010
  2. Vision.....National Vision Administrator with same specifications as VSP3 as in effect on July 1, 2010
  3. Negotiated Life.....\$35,000  
(The District will pursue alternate life insurance providers who may provide the same benefit at a cost savings)
  4. CASH.....A cash stipend of \$150 each month per contract year. This amount shall be increased to \$225 per month if there are at least fifteen (15) participants in Plan #2 and to \$300 per month if there are at least twenty (20) participants in Plan #2 and \$350 if there are at least twenty-five (25) participants in Plan #2. The employee shall pay the excess of any cost over the monthly amount of the option(s) selected. The numbers referred to in this section above reflect teacher and secretary employees combined. An employee must indicate in writing the option(s) he/she desires within thirty (30) days of the first day of employment each school year. Any employee who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction.
- C. The above health insurance benefits will not be provided if comparable group health insurance benefits are being provided from another employee or her spouse, it being the intention not to provide duplicate health insurance coverage nor coordination of benefits coverage.
- D. "Full-time" shall be considered thirty (30) hours per week or more on a regular schedule. For employees hired after July 1, 1998 "full-time" shall be considered thirty-two (32) hours per week or more on a regular schedule. Part-time employees shall receive a pro-rated amount.
- E. For the medical benefit plan coverage year commencing July 1, 2012 the District will contribute the maximum amount allowable by law under Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011) toward Plan #1 health insurance premiums. The district will contribute one hundred percent (100%) toward Plan #1 premium or premium equivalent costs for dental, vision and life insurance for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.



Beginning July 1, 2012 the monthly amounts for payroll deduction shall be as follows: Single - \$116.53; Two Person - \$261.81; Family \$290.87. Beginning October 1, 2012 the monthly amounts for payroll deduction shall be based on an allocation of aggregate premium exceeding the cap for this unit distributed proportionately based on MESSA's rate determination factors (Single - 1, Two Person - 2.25, Family - 2.5), and have been calculated as follows: Single - \$65.60; Two Person - \$147.60; Family - \$164.00. If it is determined that the insurance provider can offer coverage for a single parent plus a child in such a way that it is not considered comparable coverage to that offered for an individual and spouse or is not offered in lieu of such coverage, thus meeting the requirements as addressed in Q12 and A12 in the State of Michigan Department of Treasury Public Act 152 of 2011: Publically Funded Health Insurance Contribution Act Frequently Asked Questions, the District agrees to include a single parent plus a child in the cap calculation at the same rate as family coverage. In June of 2013 the District will reconcile the required amount of employee contributions to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011). Representatives of the District and the Association shall meet to discuss the June reconciliation. If it is determined that employee contributions through payroll deduction do not satisfy the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), any additional required employee premium contributions will be made through payroll deduction on the final payroll in June 2013. If it is determined that employee contributions through payroll deduction will exceed the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), this excess amount will be distributed proportionately (using MESSA's rate determination factors as listed above) as an adjustment to the required premium withholding from the final payroll in June 2013.

The District will contribute one-hundred percent (100%) toward the Plan #2 dental, vision, and life insurance premiums or premium equivalents for full-time employees (and their eligible dependents) that do not have a need for health insurance.

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.



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