

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE LAKEVILLE COMMUNITY SCHOOLS

AND

**THE LAKEVILLE EDUCATIONAL
SECRETARIES ASSOCIATION**

July 1, 2012 – June 30, 2015

INDEX

ARTICLE I	PURPOSE	1
ARTICLE II	NON-DISCRIMINATION	1
ARTICLE III	RECOGNITION AND DEFINITIONS	1
	Section 1 – Regular Full-Time Secretarial/Clerical Personnel	1
	Section 2 – Regular Part-Time Secretarial/Clerical Personnel	1
	Section 3 – Temporary – Substitute Employees	2
	Section 4 – Probationary Secretarial/Clerical Personnel	2
	Section 5 – The Terms “Board” and “Association”	2
	Section 6 – Definitions of Full Year, Less than Full Year & Part time Employees	2
ARTICLE IV	AGENCY SHOP	2
ARTICLE V	ASSOCIATION RIGHTS	3
ARTICLE VI	BOARD RIGHTS AND RESPONSIBILITIES	3
ARTICLE VII	LEAVE PROVISIONS	3
	Section 1 – Attendance	3
	Section 2 – Sick Days	4
	Section 3 – Personal Days	4
	Section 4 – Funeral Days	4
	Section 5 – Unpaid Leaves of Absence	5
	Section 6 – Jury Duty	5
	Section 7 – Association Days	5
ARTICLE VIII	SENIORITY	5
	Section 1 – Probationary Period	5
	Section 2 – Seniority Dates	6
	Section 3 – Seniority List	6
	Section 4 – Layoff and Recall	6
	Section 5 – Loss of Seniority	6
ARTICLE IX	TRANSFERS AND VACANCIES	6
	Section 1 – Transfers	6
	Section 2 – Job Posting	7
	Section 3 – Skill Tests	7
	Section 4 – Selection	7
	Section 5 – Evaluation	8
ARTICLE X	JOB CLASSIFICATION, WORK YEAR AND WORK DAY	8
	Section 1 – Length of Work Year and Work Day	8
	Section 2 – Holidays	8
	Section 3 – Work Days	8
	Section 4 – Overtime	9
	Section 5 – Rest Periods	9
	Section 6 – Vacations	9
	Section 7 – Unscheduled Work Days	9

ARTICLE XI	WEATHER AND OTHER PERILS	9
	Section 1 – Weather	9
	Section 2 – Other	9
ARTICLE XII	DISCIPLINE AND DISCHARGE	10
ARTICLE XIII	GRIEVANCE PROCEDURE	10
	Section 1 – Definition	10
	Section 2 – Time Elements	10
	Section 3 – Work Day Definition	10
	Section 4 – Grievance Concerning Safety	10
	Section 5 – Grievance Time Lines	10
	Section 6 – Grievance Steps	11
	Section 7 – Appealing Grievances	11
ARTICLE XIV	FRINGE BENEFITS	12
	Section 1 – Medical Insurance	12
	Section 2 – Vision Insurance	13
	Section 3 – Dental Insurance	13
	Section 4 – Life Insurance	13
	Section 5 – Long-Term Disability Insurance	13
	Section 6 – Commencement of Insurance	13
ARTICLE XV	ENRICHMENT CLASSES	13
ARTICLE XVI	DURATION OF AGREEMENT	14
	SIGNATURE PAGE	15
SCHEDULE A	SALARY SCHEDULE – 2012-2015	16

LAKEVILLE EDUCATION SECRETARIES ASSOCIATION CONTRACT

AGREEMENT BETWEEN

THE LAKEVILLE COMMUNITY SCHOOL DISTRICT,

hereinafter referred to as the Association.

ARTICLE I
PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the members of the Association covered hereby, to insure true collective bargaining, and to establish standard of wages, hours, working conditions and other conditions of employment.

ARTICLE II
NON-DISCRIMINATION

The Board and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person because of race, creed, color, religion, national origin, sex, age or handicap.

ARTICLE III
RECOGNITION AND DEFINITIONS

A. The Board hereby recognizes the Association as the exclusive representative of all the secretarial/clerical personnel (hereafter referred to as the employee) for the purpose of collective bargaining, with respect to rates of pay, hours of employment, and other conditions of employment, except those listed in Paragraph B below:

B. The following are excluded from the bargaining unit:

1. Secretary to Superintendent of Schools
2. Head Bookkeeper/Comptroller
3. Payroll/Fringe Benefits
4. Assistant Superintendent's Secretary
5. Accounts Payable/Receivable Clerk
6. Curriculum Director's Secretary
7. Substitutes and probationary employees
8. Students

C. **Section 1 – Regular Full-time Secretarial/Clerical Personnel:**

Those employees who have established their seniority and who are regularly assigned to work forty (40) hours per week at an established secretarial/clerical position.

These employees are covered by all provisions contained in this Agreement.

Section 2 – Regular Part Time Secretarial/Clerical Personnel:

Those employees who have established their seniority and who are regularly assigned to less than a forty (40) hour work week to an established secretarial/clerical position.

These employees are entitled to a prorated portion fringe benefits as follows:

Employees who work more than four (4) but less than six (6) – ½ fringe benefits
Employees with six (6) hours and up – full benefits

Section 3 – Temporary – Substitute Employees:

A substitute employee is one who is hired to replace a regular employee on a day-to-day basis for less than sixty (60) work days, after which time, said substitute shall be designated a temporary employee. A temporary employee is one who is hired to replace a regular employee for a specified period of time, more than 11 months, but not to exceed one (1) calendar year. At the end of one calendar year the temporary employee shall begin to accrue seniority. Eligibility for fringe benefits shall begin on the sixty-first work day. A temporary employee shall not be hired to replace a regularly scheduled employee on his/her nonscheduled work days unless the regularly scheduled employee refuses additional days. If the position is vacated by its full-time employee and after the contracted posting has been completed, the position is awarded to the person who was filling the position temporarily, their seniority date shall be the first day they worked as the temporary employee in that position.

Section 4 – Probationary Secretarial/Clerical Personnel:

These employees have been employed to fill an established secretarial/clerical position. They must serve a probationary period of sixty (60) work days. Upon satisfactory completion of the probationary period these employees shall be eligible for appropriate fringes. The employee's seniority date will be established as the first date worked in a probationary position within the bargaining unit.

Section 5 – The Terms "Board" and "Association":

The terms "Board" and "Association" shall include authorized officers, representatives, and agents. Despite reference herein to, the "Board" and "Association" as such, each reserves the right to act hereunder by committee, or designated representative.

Section 6 – Definitions of Full Year, Less Than Full Year and Part Time Employees:

Full Year Employee – work year 250 days
Less than Full Year Employee – work year 185 to 230 days
Part Time Employee – work year 150 to 184 days

ARTICLE IV
AGENCY SHOP

- A. Bargaining unit members shall pay, as a condition of continued employment, either membership dues or a representation service fee. The level of membership dues, service fees and member assessments shall be established by the Association in accordance with its procedures. Any challenges to the level of dues, service fees or member assessments, shall be directed exclusively to the Association's internal procedures and are not subject to the grievance procedure set forth in the Master Contract.
- B. Pursuant to this Article, the employer shall payroll deduct from each paycheck the dues, assessments, and/or service fees determined by the Association. The Association shall inform the employer of the appropriate deduction for each bargaining unit member for each paycheck.
- C. Amounts deducted as provided above shall be transmitted to the Association every thirty (30) calendar days along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment and/or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, and/or service fee.

- D. The procedure in all cases of discharge for violation of Article IV shall be as follows: LakeVille Educational Secretaries Association shall notify the bargaining unit member and the Superintendent of non-compliance by registered 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 a request for discharge will be filed with the Board in the event compliance is not met.

If the bargaining unit member fails to comply, LakeVille Educational Secretaries Association shall so notify the Board by registered letter, and shall request termination of the bargaining unit member's employment. Termination of services for non-compliance may be no later than six (6) weeks from receipt of notification to the Board.

- E. The Association agrees to indemnify and hold harmless the Board and/or its members and agents from any liability for damages and costs imposed by a judgment of a court or administrative agency, which results from the Board's compliance with this Article.

ARTICLE V **ASSOCIATION RIGHTS**

The Association has the right to schedule meetings on school property. The Association will have the right to post Association business on a mutually agreed upon bulletin board in each building. A copy of any and all postings will be signed by a representative of the Association and a copy given to the principal and/or superintendent.

The Association shall have the right to use building facilities and equipment consistent with Board Policy. The parties agree that Association business shall not be conducted during work hours.

ARTICLE VI **BOARD RIGHTS AND RESPONSIBILITIES**

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

The exercise of 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 in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority given by law.

No past practices shall be recognized unless committed to writing and incorporated into this Agreement.

ARTICLE VII **LEAVE PROVISIONS**

Section 1 – Attendance:

The Board and Association agree that regular attendance of all employees is essential. Further, it is agreed that the Leave Provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred, normally this would not happen in the first three (3) consecutive days of an absence. Furthermore, the Board has the right, limited by

the provisions of this agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Association's right to use the Grievance Procedure when the Association alleges that the contract has been violated in respect to leaves and absences of employees.

Section 2 – Sick Days:

A. Each regular employee shall be entitled to sick days according to the following schedule:

- Full year personnel – 14 days per year
- Less than full year personnel – 12 days per year
- Part time personnel – pro rated for scheduled hours worked

These sick days may be used for personal illness of employee or serious illness in the immediate family. (Immediate family shall be defined as: mother, father, sister, brother, spouse, child, or step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any permanent resident in the employee's home. A physician's statement may be required in cases where absence exceeds five or more consecutive days.

- B. Each employee's bank of accumulated sick leave will be credited for the entire work year at the beginning of each work year. In the event the employee's employment is terminated for any reason during the work year, an adjustment will be made in his/her final paycheck for sick leave already paid but not actually earned.
- C. Under no circumstances shall sick time be used for personal business, vacations, or purposes other than those stated in Article VI, Section 3.
- D. Employees who have been employed by the school district for at least ten (10) years shall be paid fifty (50%) percent for each accumulated sick leave day upon termination not to exceed 90 days.
- E. A cap of 90 days will be in effect for all employees with a payoff of 50% of accumulated unused sick days above the cap at the end of each school year
- F. A LESA member may donate some of his/her accumulated sick days to another LESA member who has a long-term chronic illness, as the need arises, and it has been pre-approved by administration.

Section 3 – Personal Days:

Each employee shall be entitled to use three (3) sick days annually as personal business days for the reasons indicated below. These days must be approved by the supervisor, or his designee, one (1) week in advance, whenever possible. In the event these three (3) days are not used, they may be banked as personal days with a limit of five (5) personal days allowed. Any personal days over five (5) that are not used will remain in the employee's sick bank.

- 1. Religious obligations
- 2. Dental appointment
- 3. Transaction of legal business
- 4. Registration for courses
- 5. Requests for approved leave for other reasons may be submitted in writing to their supervisor or his designee, for consideration.
- 6. Personal Emergencies

Section 4 – Funeral Days:

An employee shall be granted up to five (5) consecutive work days off without loss of pay to attend the funeral of an immediate family member, as described below. (Spouse, father, father-in-law, mother,

mother-in-law, children, step-children, grandchildren, brother, brother-in-law, sister, sister-in-law, grandparents, niece, nephew, and any permanent resident in the employee's home) The first day off will commence on the first day following the death of the immediate family member and shall not include holidays and weekends. These funeral days will not be charged as sick days. In the event that additional days are needed, sick days may be used.

Employees shall be granted one (1) day with pay to attend funerals of aunts and uncles. Time off under this section shall not be charged to sick or personal leave.

Employees, at the discretion of their immediate supervisor, may be granted time to attend the funerals of non-family members, other than previously listed. This time shall be charged to sick leave.

An employee may save one of the five (5) days mentioned above to attend a memorial service or other business related to the death for use at a later date.

Section 5 – Unpaid Leaves of Absence:

Unpaid leaves of absence may be granted at the discretion of the Superintendent, or his/her designee, not to exceed ten work days. An unpaid leave of absence for more than ten working days may be granted by the Board of Education upon application for a period of up to one year with the assurance of returning to the same or similar position. Employees extending a leave for more than one (1) year shall have the assurance of returning to the first open position for which the employee is qualified. An employee shall request an unpaid leave of absence at least two weeks in advance. In extreme and unusual circumstances, the Superintendent may waive the two-week notification requirement. Approval for leaves of more than sixty (60) work days shall be submitted to the Association. It is the employee's responsibility to notify the Superintendent, or his/her designee, of the employee's intention to return to employment at least five days prior to the expiration date of the Board approved leave. Seniority shall continue to accumulate for approved continued absence for a period not to exceed six (6) months.

Section 6 – Jury Duty:

Employees requested to appear for jury qualification or service shall receive their pay from the employer, up to a period of forty-five (45) work days, for time lost as a result of such appearance or service, less any compensation received for such jury service. Any mileage received by the employee for travel will not be considered compensation affecting jury duty pay. Employees subpoenaed to appear in court on behalf of the school district shall receive their pay from the Board less any compensation received from the Court.

Section 7 – Association Days:

The Association shall be awarded six (6) paid days each year for Association business. The Association shall give the Employer at least forty-eight (48) hours advance notice of such use. No more than two (2) employees may be excused under this provision on the same day.

The Association will reimburse the District for the cost of the substitute.

ARTICLE VIII **SENIORITY**

Section 1 – Probationary Period:

A newly hired employee shall be on a probationary status for the first sixty (60) work days, taken from and including the first day worked in an established secretarial/clerical position. New employees shall be evaluated by the building administrator upon completion of their 30th and 59th days. If at any time prior to the completion of the probationary period, the employee's work performance is documented as being unsatisfactory, he/she may be dismissed by the Board, without appeal from the Association. Newly hired employees who are absent during the first sixty (60) work days of employment shall work additional days

equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

Section 2 – Seniority Dates:

Upon satisfactory completion of the probationary period, an employee will be classified as a regular employee. The employee's seniority date will be established as the first date worked in the probationary position.

Section 3 – Seniority List:

The Board will make available annually upon request to the Association a seniority list that will include the employee's names, position and seniority dates.

Section 4 – Layoff and Recall:

Employees shall be laid off and/or transferred by seniority and shall also be recalled by seniority for reinstatement or creation of positions within the secretarial group. A secretarial employee placed on layoff shall have the right to displace the least senior person in his/her classification, in a lower classification or a classification for which the employee is qualified. A request to bump must be made in writing and turned in to the superintendent within two weeks of layoff notice.

Seniority employees on layoff shall maintain their seniority for a period equal to their seniority not to exceed two (2) years or until a job has been offered within the secretarial group, whichever shall occur first.

When a substitute has been assigned to a position for a period of sixty (60) consecutive work days he/she shall be placed on the lowest step of the salary schedule for that position. At this time the position shall be posted as a "Temporary Position". The person receiving the "Temporary Position" shall be paid on the lowest step of the salary scale unless that person has accrued seniority within the Association. Those with seniority shall be paid in accordance with their seniority.

Section 5 – Loss of Seniority:

Employees shall lose their seniority when they:

1. Voluntarily resign
2. Are discharged for just cause
3. Fail to return from approved leaves of absence
4. Retire
5. Laid off for a period equal to seniority or two (2) years, whichever comes first.

ARTICLE IX
TRANSFERS AND VACANCIES

Section 1 – Transfers:

A. Within Unit:

The Superintendent may transfer employees from one position to another, providing such employee is eligible and qualified for the position to which the transfer is made. Transfers will be made only after the employee has had the opportunity to discuss the proposed transfer with the appropriate supervisory personnel. If an employee is involuntarily transferred to a lower classification, said employee's annual salary will not be reduced until sixty (60) days after beginning new assignment.

B. Out of Unit:

Any secretary accepting a position, voluntary or involuntary, out of the secretarial/clerical unit, but within this school district, shall freeze his/her years of seniority within the unit at the time of leaving, for a two (2) year period. Within a sixty (60) work day trial period, he/she may return to his/her previous position without penalty. Following this sixty (60) work day trial period and within the two (2) year time period, he/she may apply for and be considered for, an open position, for which he/she is qualified, in the secretarial/clerical unit, with full rights and years on seniority as of date of leaving.

If a position has not become open within two years, a letter of request from the secretary to be considered for the first open position for which the person is qualified will allow the seniority rights within the unit to be continued until the first open position is declared and posted. If the person applies for, is considered and is not selected for that position, all rights and seniority in the bargaining unit are terminated.

Section 2 – Job Posting:

A vacancy shall be defined as a current or newly created position in the bargaining unit which the school is expecting to fill and which is expected to last more than ninety (90) calendar days. Vacancies or newly created positions shall be filled based upon the criteria contained in Section 4 of this article.

All full-time secretarial/clerical vacancies and newly created positions in the system shall be posted ten (10) working days in each building and in the Superintendent’s Office. A copy of all postings shall also be sent to the Association President. All secretaries on vacation, leave, or lay-off will be notified, via mail, and email of any postings. It is the secretary’s responsibility to provide the personnel office with the email address they wish to use for contact. Job Postings shall include the following:

1. Type of work
2. Location of work
3. Starting date
4. Hours to be worked
5. Classification

Employees changing positions to a posted position will serve a probationary period of sixty (60) work days. The Board and/or employee shall have the right to revert back to the former position with no loss of seniority within the sixty (60) work day probationary period and all other employees affected by the initial move shall also revert back to their former positions.

Employees changing to a higher classification within the bargaining unit shall be paid at the step of the position from which he/she changed or the first step to which he/she is changing, whichever is higher during the probationary period.

Section 3 – Skill Tests:

All bargaining unit members making application for a vacant or newly created position may be required to take common skills tests appropriate for the position if the position requires additional skills not utilized in the employee’s present position. All applicants for vacant, temporary, substitute, or newly created positions who are not members of the Lakeville Secretarial Association shall be required to take skills tests appropriate for that position. All substitute employees must pass the skills tests before they are regularly employed. Administration will provide a list of available substitute personnel at the beginning of each school year.

Section 4 – Selection:

Selection of applicants for positions will be made by the Board of Education or its designated representative and will be based on all of the following criteria:

1. Extent of experience and training (within or without the school district)
2. Length of service in the district
3. Degrees of skills and abilities

Section 5 – Evaluation:

A written evaluation will be done on an annual basis for each employee. This evaluation will be done by the employee's immediate supervisor. A signed copy of this evaluation shall be given to the employee. The Superintendent's designee shall receive a copy of this evaluation. Employees who receive an unsatisfactory evaluation shall have 30 days from the day the evaluation is given by their supervisor to appeal to the Superintendent. If after a period of one calendar year an employee has received no further unsatisfactory evaluations, the employee may request that the unsatisfactory evaluation be removed from their personnel file.

ARTICLE X
JOB CLASSIFICATION, WORK YEAR AND WORK DAY

Section 1 – Length of Work Year and Work Day:

The Board of Education will determine the length of each classification's work year. A permanent change in a schedule will not be made until the Board has given a thirty (30) day notice to the Association and the affected employee. The Association will have the right to appeal the change in schedule on behalf of the employee to the Board for a final resolution.

Section 2 – Holidays:

The employer will pay a normal day's pay to 230 to 250 day employees for the following holidays, even though no work is performed: Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day. These days are in addition to the employees scheduled work days.

The employer will pay a normal day's pay to employees who work 229 days or less for the following holidays, even though no work is performed: Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day. These days are in addition to the employees scheduled work days.

Employees who work a five (5) hour or less work schedule will receive pay for the following holidays, even though no work is performed: Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. Total hours paid for a holiday work week not to exceed scheduled work week.

These days are in addition to the employees scheduled work days.

In order to receive holiday pay, an employee must have seniority, and work his/her last scheduled work day prior to the holiday and the first scheduled work day after the holiday, unless he/she has a doctor's excuse.

Section 3 – Work Day:

Employees will not be required to work more than eight (8) hours in a day. Employees will have no less than a thirty (30) minute unpaid lunch period. Employees may leave the school premises during their lunch period. The lunch period will be scheduled in accordance with the organizational pattern best suited to the particular building and/or department. Full time employees shall not be required to work more than four hours without a thirty minute lunch break unless agreed to by the employee. In the event that there is no substitute available to cover lunch and break periods, the administrator shall arrange for coverage during these times. An employee shall not be required to forfeit lunch and break periods.

Section 4 – Overtime:

Overtime work shall be voluntary except in emergencies as determined by the Superintendent or his designee. All hours worked beyond the regular work day of eight (8) hours or on Saturday shall be paid at the rate of 150% of the regular hourly rate. All hours worked on Sunday shall be paid at the rate of 200% of the regular hourly rate.

Section 5 – Rest Periods:

All eight (8) hour employees shall be entitled to one (1) fifteen minute rest period in the morning and one (1) fifteen minute rest period in the afternoon.

All four (4) to six (6) hour employees shall be entitled to one (1) fifteen minute rest period during their work day.

Section 6 – Vacations:

All 250 day full-time employees covered by this Agreement who have completed one (1) full year of service shall receive seven (7) days vacation with pay, upon completion of two (2) years of service shall receive ten (10) days vacation with pay, upon completion of four (4) full years of service shall receive fifteen (15) days vacation with pay, and upon completion of eight (8) full years of service shall receive twenty (20) days vacation with pay. Days are meant to be working days.

Employees employed after July 1st of any year shall receive paid vacation days on a pro rata basis.

Employees voluntarily leaving this employment shall receive vacation pay based on the proration.

Section 7 – Unscheduled Work Days:

If any employee covered under this Agreement is called in to do work on any day other than his/her scheduled work day, he/she will receive a minimum of two (2) hours pay.

ARTICLE XI
WEATHER AND OTHER PERILS

Section 1:

Whenever school is dismissed on a school session day because of severe weather or other emergencies, all employees covered by this Agreement will not be required to report to work on all such days and shall be paid their normal day's pay even though no work is performed by the employee with the following provision: The Board shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. Provided employees did not work on days so rescheduled, the rescheduling of such days shall not entitle employees to additional compensation. If employee works on snow days and rescheduled days, they both will be included in his/her work year total number of days worked and they will be paid for all days.

In the event a secretary is already at work when school is cancelled, he/she will be paid for hours worked. All hours not worked which would constitute a complete work day will be paid as snow hours unless the snow hours allowed by the state have been exhausted.

Section 2:

In the event that adverse weather conditions or other emergencies (no heat, power, water, bomb threat, etc) develop during the school day, which requires the school to close secretaries will be allowed to leave the building after all of the students have been evacuated without forfeiture of pay. The secretaries will be allowed to use snow day hours for this loss of time. The time will be considered a work day for the workday calendar. In the event the time must be made up due to an overuse of state allowed

emergency time, the time not worked will not be paid, only actual hours worked will be paid. If state allowed time has been exhausted, secretaries will only be paid for time worked.

ARTICLE XII
DISCIPLINE AND DISCHARGE

No bargaining unit member shall be disciplined, demoted or discharged without just cause and due process.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1:

Definition: A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. In the event the employee or the Union seek redress on the same or similar subject in any other forum, the employee and the Union shall forfeit any and all rights to this Grievance Procedure, including arbitration.

1. An Association grievance may be processed directly to Step 2 of the Grievance Procedure.
2. All employee grievances are to be initiated at Step 1.
3. Any grievance not appealed from one step to the next shall be considered settled on the basis of the last answer.

Section 2:

The time elements in the steps can be shortened or extended by mutual written agreement.

Section 3:

For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

Section 4:

A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

Section 5:

Any Employee or Association grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date, it is reasonable to assume that the Employee or Association first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Section 6:

A. **Step One**

An employee having a grievance must present it orally to his supervisor. In the event an employee desires that an association representative be present, he/she shall make his request through the supervisor.

1. The supervisor shall meet with the Association Designee and the grievant at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the grievance.
2. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within three (3) working days.
3. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no decision is issued, the Association may decide to take the grievance to Level Two within ten (10) days.

B. **Step Two**

1. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his designee within ten (10) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
2. The Superintendent and/or his designee shall meet with the Association Designee and grievant at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
3. The Superintendent and/or his designee shall then give his decision in writing to the Association Designee within five (5) working days of the meeting.

C. **Step Three**

If the Association is not satisfied with the decision at the Superintendent's level, the Association may, within twenty (20) working days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within twenty (20) working days, then the grievance will be final based on the Superintendent's response.

Section 7:

1.
 - a. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
 - b. Each side will be responsible for the wages and expenses of any of its, attendees, witnesses and representatives.
2. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which violates the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. Either party may appeal this decision to a competent court of jurisdiction.

3. At arbitration, neither the Union nor the Board shall not be permitted to present or rely on any evidence or assertions not previously disclosed to the other party.
4. The Arbitrator shall have no power to rule on the termination of service or failure to re-employ any probationary employee.
5. If a scheduled arbitration case is postponed on less than one (1) week's notice, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
6. The Union shall give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.

ARTICLE XIV
FRINGE BENEFITS

Section 1 – Medical Insurance:

The employer shall pay the premiums for MESSA Choices II or its equivalent. Employees who receive hospitalization insurance coverage from a source other than through the school district will have the following available:

- A. Drop coverage provided by the Lakeville Community Schools and retain coverage through alternative sources. Employees entitled to health insurance benefits may elect a cash option in lieu of health benefits. The amount of cash payment received may be applied by the bargaining unit to a tax deferred annuity plan approved by the Association and the District as follows:

Health Insurance	\$130 per month
Vision Insurance	\$15 per month
Dental Insurance	\$15 per month

Part-time employee's annuity would be prorated accordingly.

- B. If changes in the family situation occur which cause the employee or employee's family to lose coverage, the employee shall be entitled to coverage for self, spouse and children if not otherwise covered.
- C. The Board has the right to name the carrier for insurance coverage. The health insurance coverage shall be made equivalent to MESSA Choices II, The name of said carrier to be determined via the bid process but the Board shall not solicit bids from a HMO carrier. The unit member maintains the right to retain their own primary physician and/or the employee's choice of doctors.

Beginning 8/1/2012, the district will implement the Hard Cap according to PA 152. All employee contributions will be done thru a Section 125 Plan. The district will contribute the following amounts:

Single	- \$5,500.00
Employee/Spouse	- \$11,000.00
Full-Family (inclusive of Single Parent)	- \$15,000.00

MESSA Choices II program will be as follows:

<u>Deductible</u>	<u>- \$500/\$1000</u>
<u>Drug Card Saver Rx</u>	
<u>OV</u>	<u>= \$20.00 Co pay</u>
<u>UC</u>	<u>= \$25.00 Copay</u>

ER = \$50.00 Copay

Section 2 – Vision Insurance:

The Board shall provide no less than Vision Service Plan 3, subject to the rules of the insurance carrier.

Section 3 – Dental Insurance:

The Board shall provide DELTA full-family dental insurance "Plan A", or its equivalent subject to the rules of the insurance carrier. In the case where both husband and wife are employed by the Board, double coverage will not be provided.

Section 4 – Life Insurance:

The Board will provide group term life insurance which has a face value of \$50,000 and which provides double indemnity for accidental death or dismemberment for all employees subject to the rules of the insurance carrier.

Section 5 – Long-term Disability Insurance:

The Board will provide long-term disability coverage for all employees at least the minimum rate of 66 2/3% to commence on the 61st calendar day of disability. This coverage shall be subject to the rules of the carriers.

Section 6 – Commencement of Insurance:

All insurance protection shall commence in accordance with the provisions of the insurance carriers, but in no case later than thirty (30) calendar days following the approval of this agreement by the Board of Education and shall continue until a new contract has been ratified.

- A. For employees who have worked or have been paid sick leave for at least one working day between the first and fifteenth day of the month, all fringe benefits will be paid for which the employee is eligible for that month only. When the employee's unpaid absence extends into the following month, fringe benefits shall be terminated effective with the first day of the following month.
- B. For employees who have worked or have been on paid sick leave on or beyond the fifteenth calendar day of the month, fringe benefits for that month and the following month will be paid by the school district. Again, only those fringe benefits for which the employee is eligible and in which he or he/she has been enrolled, will be paid.
- C. Employees have the option to continue or convert their health and/or life insurance at their own expense, subject to the rules of the carrier.

ARTICLE XV
ENRICHMENT CLASSES

The Lakeville Community School will pay for enrichment classes relating to secretarial position, up to \$150.00 per year per secretary. These classes are not limited to GISD classes but must be preapproved for payment.

ARTICLE XVI
DURATION OF AGREEMENT

Section 1:

If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2:

This Agreement shall be effective as of July 1, 2012, and shall continue in effect until the 30th day of June, 2015. This Agreement shall not be extended orally, except by mutual consent, and it is expressly understood that it shall expire on the date indicated.

Section 3:

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination, or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

Section 4:

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

The president of the Secretary's Association shall be made aware in writing of anticipated cuts and/or changes in positions.

SIGNATURE PAGE

FOR THE LAKEVILLE BOARD OF EDUCATION:

_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____

FOR THE LAKEVILLE EDUCATIONAL SECRETARIES ASSOCIATION:

_____ Member – Negotiating Committee	Date _____
_____ Member – Negotiating Committee	Date _____
_____ Member – Negotiating Committee	Date _____
_____ Member – Negotiating Committee	Date _____

Schedule A – SALARY SCHEDULE

Effective July 1, 2012

Wages are frozen for the 2012-13 and 2013-14 school year.

Wage and Benefits re-opener for 2014-15.

Class	Position	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly
S-2	High School Secretary – Principal	13.17	13.56	14.01	14.44	14.82	15.17
S-2	High School Secretary – Counselor	13.17	13.56	14.01	14.44	14.82	15.17
S-3	Middle School Secretary	12.34	12.70	13.06	13.42	13.86	14.17
S-3	Special Education Secretary	12.34	12.70	13.06	13.42	13.86	14.17
S-3	Elementary Secretary	12.34	12.70	13.06	13.42	13.86	14.17
S-3	Alternative High School Secretary	12.34	12.70	13.06	13.42	13.86	14.17
S-4	Asst. High School Secretary/Athletic Attendance/Custodial	11.80	12.17	12.52	12.94	13.30	13.66
C-4	Library Paraprofessional – Middle School/High School	11.57	11.93	12.29	12.69	13.04	13.39
C-5	Library Paraprofessional Columbiaville	11.32	11.69	12.03	12.42	12.78	13.15
C-6	Library Paraprofessional – Otisville/Otter Lake	10.88	11.23	11.62	11.93	12.29	12.69

*Steps equal years of service

When secretarial work year exceeds their regularly scheduled work days, vacation days shall be granted on the basis of one (1) day vacation for every ten (10) additional days worked. If any secretary works 250 days in 2 consecutive years, the position must be reevaluated with the Secretarial Association and considered as a full work year position. This provision does not apply to temporary assignments outside of normal school year that employee has volunteered to perform.

LONGEVITY

Longevity will be paid in accordance with the following schedule providing they are currently working and have completed their years of service as a secretary prior to November 1st and work a minimum of 4 hours per day/20 hours per week. Payments will be included in the second paycheck in November.

Completion of five (5) consecutive years	\$200.00
Completion of ten (10) consecutive years	\$250.00
Completion of fifteen (15) consecutive years	\$300.00
Completion of twenty (20) consecutive years	\$350.00