

# COLLECTIVE BARGAINING AGREEMENT

Between

LAKE SHORE BOARD OF EDUCATION

And

LAKE SHORE FEDERATION  
OF  
SUPPORT STAFF  
LOCAL 04793

AFT/AFT Michigan/Metropolitan Detroit AFL-CIO

St. Clair Shores, Michigan

July 1, 2019 - June 30, 2021

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# COLLECTIVE BARGAINING AGREEMENT

## LAKE SHORE BOARD OF EDUCATION

### LAKE SHORE FEDERATION OF SUPPORT STAFF, LOCAL 04793, MFT/AFT/AFT-CIO

#### PREAMBLE

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2019, by and between the BOARD of EDUCATION of the LAKE SHORE PUBLIC SCHOOLS, hereinafter referred to as the “**BOARD**” and the LAKE SHORE FEDERATION OF SUPPORT STAFF, LOCAL 04793, AFT/AFT Michigan/Metropolitan Detroit AFL-CIO, hereinafter referred to as the “**UNION.**”

#### PURPOSE

It is the intent and the purpose of this Agreement to provide orderly collective bargaining relations between the **BOARD** and the **UNION**, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to improve and promote the most efficient and productive operation of the **BOARD**. In consideration of this mutual understanding and the Agreement hereinafter set forth, it is mutually understood between said **BOARD** and said **UNION** as follows.

### ARTICLE I BARGAINING UNIT

#### 1.00 Bargaining Unit

The **BOARD** recognizes the **UNION** as the sole and exclusive bargaining representative for all regularly scheduled, full-time, and part-time Elementary Campus Monitors, Elementary General Ed Teaching Assistants, Elementary Recess/Lunchroom Monitors, Middle School Campus Monitors, SACC Caregivers, Special Needs Bus Monitors, Special Education Lunch Monitors, High School Campus Monitors, SACC Team Leaders, Special Education Teaching Assistants, GSRP Associates, Remedial Specialists, and Title I Para-Professionals.

## ARTICLE I/II

Excluded: Secretaries, custodians, administrators, public relations coordinator, life guards, substitutes, adult education personnel and all other employees.

### 1.01 List and Assignments of Bargaining Unit Members

The District shall forward to the **UNION**, within thirty (30) calendar days after the start of the school year, a list of all employees within the bargaining unit. Further, the District shall notify the **UNION** of any employee in the bargaining unit employed after the commencement of the school year.

## ARTICLE II EMPLOYEE RIGHTS AND RESPONSIBILITIES

### 2.01 Bulletin Boards

The **BOARD** shall allow the **UNION** to use space on a bulletin board in each building owned or leased by the **BOARD** for posting notices of **UNION** recreational and social affairs, **UNION** elections and appointments, and **UNION** meeting and educational classes. Other notices may be posted with the permission of the building supervisor.

### 2.02 Wearing of Insignias

Membership insignia or pins appropriate for normal wear may be worn by employees covered by this Agreement.

### 2.03 Use of Building Facilities

After providing appropriate notice to the **BOARD**, the **UNION** shall have the right to use a designated area of a building owned or leased by the **BOARD** for the purpose of conducting **UNION** meetings at reasonable hours before or after the employee work day. If the **UNION** desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional direct costs incurred by the District.

## ARTICLE II

### 2.04 Required Meeting During Working Hours

Employees who attend meetings, conferences, negotiations, hearings, etc., shall only be paid if required by the **BOARD** to attend such meetings during their regular working hours.

### 2.05 UNION Officials in School Buildings

**UNION** employees or officials shall be permitted to transact **UNION** business on school property after approval of the building supervisor.

### 2.06 Mailboxes and Telephones

In buildings owned or leased by the District, the **BOARD** agrees to make available to employees covered under this Agreement, mailboxes and a telephone.

### 2.07 UNION Mail

Mail from the **UNION** shall be identified as such before it shall be put in the school mailboxes. With this exception, the **UNION** shall have the right to distribute and place mail in the mailboxes. The **BOARD** shall in no way be held liable for any loss or damage to the **UNION** distributed mail.

### 2.08 UNION use of Equipment

The **UNION** may use equipment owned by the District as provided below.

- A. All work will be done before or after working hours or at duty free times.
- B. The use of equipment must be requested of and approved by the building administrator or supervisor.
- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.
- D. All work done will be in keeping with the purpose of this Agreement.
- E. The **UNION** agrees to provide supplies and material used.
- F. The **UNION** agrees to reimburse the **BOARD** for the repair of such equipment as a result of damage due to negligence on the part of the **UNION**.
- G. The **UNION** will notify the building administrator prior to use of any use of any DISTRICT equipment.



## ARTICLE II

### 2.09 Representation When Meeting with Administrators

Employees shall, at their request, be entitled to the presence of a **UNION** representative when said employee is called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action. If a meeting is scheduled for such a purpose, the employee will be so informed beforehand. Normally expected evaluations of performance are excluded from this clause.

### 2.10 Equal Employment Opportunity

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, creed, handicap, sex, age, national origin, political belief, marital status or membership in, or association with the activities of the **UNION**.

### 2.11 Special Conference

A special conference for important matters will be arranged between the Local President and designated representatives of the **BOARD** upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

### 2.12 Personnel File

Employees shall have the right to review their personnel files in the presence of the Superintendent or his/her designee. Upon their request, they may be accompanied by a Union Representative. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Records concerning whether an employee has filed a grievance shall not be kept in his/her personnel file, but shall be kept separately. Certain pre-employment materials, such as confidential references and/or credential files, shall be exempt from review.

## ARTICLE II

### 2.13 DISTRICT Mail Service

**UNION** notices intended for all members of the bargaining unit, shall be delivered to respective building **UNION** representatives at a time when other central office mail is distributed to a particular building.

### 2.14 Release Time

The President of the **UNION** and/or his/her designee shall be permitted to attend grievance meetings if held during working hours.

### 2.15 Agenda and Minutes of the BOARD of Education Meetings

Upon the written request of the **UNION**, the **BOARD** shall provide a copy of official minutes of public BOARD meetings and available BOARD agendas.

### 2.16 Right to Consult with Administrator

Nothing in this contract shall be construed to prohibit any employee, **UNION** representative or **UNION** committee from consulting with administrative officials at mutually scheduled times.

### 2.17 Memos and Notices

Whenever the **BOARD** issues a memo or notice of a general nature, the memo or notice shall be posted and the **UNION** will be given a copy.

### 2.18 Employee Contract

Any contract between the **BOARD** and an individual employee with the bargaining unit shall be expressly subject to the terms and conditions of this Agreement.

### 2.19 Teaching Direction and Work Related Requests

It shall be the responsibility of the building/program administrator, designee, and/or classroom teacher to provide instruction, supervision and direction to an employee regarding his/her duties and further, employees are expected to comply with work related requests and to accept the teaching direction of the classroom teacher and building/program supervisor.

## ARTICLE II

### 2.20 Responsibility to the District

The **UNION**, recognizing its professional responsibilities, agrees to use its influence to encourage all employees and the employees agree to perform efficient work and service, to utilize their time and all equipment furnished by the District to the best of their ability, to protect the District's property and interests, and to cooperate with the **BOARD** and the employees in all departments in promoting the welfare of the District and improving its service.

### 2.21 Responsibility to Honor Board Policies and Administrative Regulations

It is the responsibility of the employees covered under this Agreement to comply with **BOARD** policies and administrative regulations.

### 2.22 Intent to Terminate Employment

The employees covered under this Agreement agree to notify the Department of Employee Services in writing as soon as possible of any intent to terminate employment with the **BOARD**. It is recognized by the employee that they have an ethical responsibility to notify the **BOARD** of their resignation at least two weeks prior to their expected last date of employment.

### 2.23 Emergency Situation

For the protection of students, employees may be required to remain on duty in the event of an emergency situation as determined by the building/program supervisor or his/her designee.

### 2.24 Absence from the Building

Employees will not leave their buildings during working hours without the consent of their building/program supervisor or his/her designee.

### 2.25 Absenteeism and Tardiness

Absenteeism or tardiness shall be avoided whenever possible. Excessive absenteeism or tardiness shall be cause for disciplinary action.

### 2.26 Supervision of Students

Employees, as is the case with all instructional personnel, will assume an active role in supervising students throughout their work day.

**2.27 Educational Requirement**

All employees shall meet the minimum educational or certification requirement(s) established for the positions set forth in this agreement.

**2.28 Health Requirements**

Each employee shall maintain a condition of general health, which includes freedom from alcohol and substance abuse, sufficient to permit him/her to successfully perform the expressed and implied duties of the position for which s/he is employed.

- A. The **BOARD** reserves the right to require a health examination for any support staff member, as the case may be, by such duly licensed physician as the **BOARD** may designate at its expense.
- B. Employees reasonably suspected of being under the influence of alcohol, narcotics or other drugs may be required to submit to an examination, including a chemical analysis of blood and/or urine, through a **BOARD** appointed clinic.

Any employee found to be under the influence of alcohol or illegal substances, while on the job, may be disciplined, up to and including discharge.

**ARTICLE III  
BOARD RIGHTS**

**3.01** The **BOARD**, on its own behalf and on behalf of the electors of the **BOARD**, 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 constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
- B. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees;
- C. to decide upon the means and methods of performing the work and to determine the size of the work force and layoff governed by this Agreement;
- D. to continue its policies and practices of assignment and direction of its employees, determine the number of employees and scheduling of all the aforementioned;
- E. to determine hours of employment, duties, responsibilities of all employees under this Agreement; and the terms and conditions of employment;
- F. To establish, modify or change any work or business or school hours or days.

**3.02** The exercise of the foregoing, powers, right, authority, duties and responsibilities of the **BOARD**, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and Constitution and Laws of the United States.

**ARTICLE IV  
GRIEVANCE PROCESS**

**4.01 Definition of Grievance**

A grievance shall mean a complaint by an employee or a group of employees on an alleged violation, misapplication or misinterpretation of a specific provision of this agreement. However, it is agreed that the following matters shall not be subject to the grievance procedure.

1. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.
2. Any **BOARD** policy, rule or regulation not involving wages, hours and other terms and conditions of employment.

**4.02 Employee's Right to Present a Grievance**

An employee shall have the right, at any time, to present his/her own grievance to the **BOARD**, subject to the provisions of this Agreement. The employee shall further have the right to have their grievance fully adjusted if a violation, misapplication or misinterpretation of the Agreement is found to exist.

**4.03 Informal Resolution**

In the event that an employee or the **UNION** has a complaint, they are encouraged to contact the immediate supervisor or administrator in charge who together with the employee shall endeavor to solve the problem. The employee may have a **UNION** representative at such a meeting if they desire.

**4.04 Step 1 – Formal – To Building Administrator**

In the event that a complaint has not been resolved informally, the employee and/or the **UNION** must submit the grievance, in writing, to their immediate administrator within ten (10) working days of the occurrence of the alleged violation. The immediate supervisor shall respond to the grievance, in writing, within five (5) working days of receiving the grievance.

**4.05 Step 2 – Formal – To The Superintendent**

If the grievance is not resolved in Step 1, the employee and/or the **UNION** may appeal the grievance, in writing, to the Superintendent or his/her impartial designee within five (5) working days after receipt of the immediate supervisor/s answer to the grievance. All appeals of the grievance shall be signed and dated by the member and the Union President. The Superintendent or his/her impartial designee shall arrange for a hearing within five (5) days of receiving the written appeal of the grievance. The member may, at his/her option, be represented at the hearing by a Union Representative. The Superintendent or his/her impartial designee shall answer the grievance appeal within five (5) working days after the hearing has taken place.

**4.06 Step 3 – Arbitration**

If the grievance is not satisfactorily resolved in Step 2, the **UNION**, and only the **UNION**, may submit the grievance to arbitration by filing a *Demand for Arbitration*, with a copy to the other party, in the Detroit offices of the American Arbitration Association within 15 calendar days after the decision in Step 2 is rendered.

The *Demand for Arbitration*, the selection of an Arbitrator, and all arbitration proceedings shall be in accordance with the Rules of the American Arbitration Association governing labor arbitration.

The Arbitrator's decision shall be final and binding upon the **BOARD**, the **UNION**, and the employee or employees involved. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority.

**4.07 Arbitrability**

If the **BOARD** disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether s/he has jurisdiction to act, and if s/he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

## ARTICLE IV

### 4.08 Power of the Arbitrator

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the **BOARD** where the **BOARD** is given discretion by the terms of this Agreement or by the nature of the area in which the **BOARD** was acting.

The Arbitrator shall have no power to award monetary damages. The Arbitrator shall have no power to render a decision based on the law, as expressed by the legislature and the courts.

### 4.09 Filing Fees and Costs of Arbitration

The filing fee and the cost for the services of the Arbitrator, including per diem expenses, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

### 4.10 Time Limits

Any grievance not advanced to the next Step by the employee and/or **UNION** within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the **BOARD** and the **UNION** in writing; then the new date shall prevail.

### 4.11 Back Wages

Except in the case of payroll error, the **BOARD** shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.

### 4.12 Grievance Occurring Prior to the Effective Date or After Termination of Agreement

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

### 4.13 Processing of Grievance During Non-Working Hours

Grievances arising under this Article shall be processed during non-working hours unless mutually agreed otherwise.



## ARTICLE IV

### 4.14 Processing of Grievance After Resignation

No grievance shall be filed or processed further by an employee or the **UNION** after the effective date of the employee's resignation.

### 4.15 Representation

Any member of the Lake Shore Federation of Support Staff shall have the right to be represented by the Lake Shore Federation of Support Staff, Local 04793 or American Federation of Teachers (AFT) Michigan.

**ARTICLE V  
NO STRIKE CLAUSE**

**5.01 No Strike or Work Interference**

The **UNION** and the employees agree that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.

**5.02 Action by UNION**

The **UNION** further agrees that it will take prompt action to prevent or stop strikes, sit-downs, stay-ins, slow-downs or work interference or curtailments of any kind by notifying the employees and the public that it disavows these actions.

**ARTICLE VI  
SENIORITY, LAYOFF AND RECALL, GENERAL WORKING  
CONDITIONS**

**6.01 Probationary Period**

During an employee's first ninety 90 days worked, exclusive of leaves of absence, the employee shall be considered to be in a period of probation.

**6.02 Definition of Seniority**

Seniority shall be defined as length of continuous service in the bargaining unit, after completion of the probationary period, exclusive of layoff and unpaid leave days. During such layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date of the termination date of the layoff and/or leave.

**6.03 Placement on Seniority List**

After completion of the probationary period, employees shall be placed on a seniority list as of the first day worked. All employees shall earn seniority on the basis of one year worked equals one year seniority.

Seniority for all full and part-time employees hired prior to the effective date of this Agreement shall accumulate seniority from their last date of hire (one year worked = one year seniority) minus any time off for permissive leave.

**6.04 Reimbursement of Live Scan Fingerprint**

New hires are required by state law to be fingerprinted for a background check prior to start date. The District agrees to reimburse employee for costs incurred to comply with state standards after the ninety (90) day probationary period.

**6.05 Posting of Seniority List**

Within two months following the commencement of the academic year, the **BOARD** shall present to the Union President or its representative, a seniority list. Any alleged inaccuracies must be reported to the Assistant Superintendent of Employee Services or his/her designee within thirty (30) work days from the posting date. The **UNION** and the Assistant Superintendent of Employee Services will meet within ten (10) work days to exchange any documentation relevant to the reported inaccuracies.

**6.06 Termination of Seniority**

An employee shall be terminated and lose seniority right if s/he:

- A. Quits.
- B. Is discharged.
- C. Is laid off for a period of one (1) year.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence for two (2) consecutive days for reasons which are not acceptable to the **BOARD**.
- F. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the **UNION** and **BOARD**.

**6.07 Discipline of Probationary Employees**

In the period of probation, the Assistant Superintendent of Employee Services, or his/her designee, shall have the right to discipline, discharge or suspend the probationary employee and such action will not be subject to the grievance procedure.

**6.08 Discipline of Seniority Employee**

- A. A seniority employee shall not be suspended or discharged without just cause.
- B. If a letter of reprimand has been placed in an employee's file, at the employee's request the letter will be removed after twelve (12) months provided no other discipline issues exist.

**6.09 Layoff and Recall**

- A. The **UNION** recognizes the exclusive right of the **BOARD** to determine personnel reductions. Layoff shall take place by classification within the unit according to need as determined by the **BOARD**. The least senior employee in the affected classification shall be laid-off. The **BOARD** shall not post or hire new personnel until all members on layoff have been recalled. Members on layoff who are recalled must meet the requirements of the posted position.

## ARTICLE VI

### B. Unit Classifications

See Appendix B Compensation Rate Schedule

#### Classification A

Elementary Campus Monitor (crossing, lines, hall, parking)

Elementary General Ed Teaching Assistant

Elementary Recess/Lunchroom Monitor

Middle School Campus Monitor (outside, inside, café, in-house suspension, parking)

Special Needs Bus Monitor

#### Classification B

SACC Caregiver

Special Education Lunchroom Monitor

#### Class C

High School Campus Monitor

SACC Team Leader

#### Classification C

Special Education Teaching Assistant

GSRP Associate

Remedial Specialist

Title I Para-Professional

- C. The employee shall have the right to bump the least senior employee within the same classification (with the required certification/credentials, if applicable). In the event that the employee is the least senior employee in that classification, the employee may bump individuals in a lower classification if they have greater district seniority and applicable qualifications as listed on the current job posting. In the event that two or more employees have the same exact seniority date the **BOARD** reserves the right to break all ties at its sole discretion. A meeting will take place with all employees affected by the bump, the Assistant Superintendent of Employee Services and the President of the Union (or their designees) within forty-eight (48) hours of the bump being finalized.
- D. Employees may not bump any employee who has a schedule that exceeds their own by more than five (5) hours per week (average weekly schedule) regardless of classification. The bump must be completed within a two (2) week period of the employee being notified that their job is being eliminated. The two (2) week time period may be extended if so agreed upon by the Union President and the Assistant Superintendent of Employee Services.

## ARTICLE VI

- E. During layoff, neither wages nor fringe benefits will be paid, nor will sick days or wage increments or seniority accrue, but upon recall, unused sick days and seniority held at the start of the layoff shall be reinstated.
- F. In the event an employee on layoff is provided a notice of recall and does not notify the **BOARD** in writing of his/her acceptance within five (5) work days, then such employee will have no further recall rights unless approved by the Assistant Superintendent of Administrative and Business Services. It is understood that it is the responsibility of the employee to keep the **BOARD** notified of his/her current address.
  - 1. The five (5) day limitation in which the employee has to notify the **BOARD** of his/her acceptance, as set forth in Article VI, Section 6.08, Subsection C, may be waived by mutual written agreement between the **UNION** and the **BOARD**.
  - 2. A laid off employee may accept the layoff and decline to bump if the position to which the employee could bump is one that would result in movement from a position of 20 or more hours per week to a position of less than 20 hours per week. Such an employee may remain on layoff until a position of 20 or more hours opens, or until recall rights have otherwise terminated or expired.
  - 3. Any employee who bumps an individual in a different job title will be considered to be on a trial period for forty-five (45) working days. After the trial period the appropriate supervisor may cancel the bump and restore the original employee to the job.
  - 4. Classification shall be used for the purposes of layoff and recall and shall not be used for the purposes of defining or limiting job responsibilities.

### 6.10 Address and Telephone Number

It shall be the responsibility of each employee to notify the Department of Employee Service of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with all notices to employees.

**6.11 Building Closings**

In any situation (such as severe weather, hazardous road conditions, heating plant failure, etc.) when in the opinion of the Superintendent of Schools it is necessary to discontinue classes for pupils in any one school building or in the entire District, information will be provided through an automated phone call to the employee. Employees shall be paid the number of hours they were scheduled to work that day. Employees may be required to work on days when school is canceled for students. Work performed on such days will be reasonably associated with regular job duties. Such determination will be made at the sole discretion of the Superintendent. In the event that all District employees are required to work, there will be no additional compensation provided for employees.

**6.12 Reporting Child Abuse and Neglect**

It shall be the responsibility of the administration to inform employees of their obligation(s) regarding procedure(s) for reporting child abuse and/or neglect in accordance with **BOARD** policy and State Law.

**6.13 Job Descriptions**

The **UNION** and the **BOARD** shall cooperatively develop job descriptions for unit positions.

**6.14 Equipment and Supplies**

Employees shall have access to available instructional equipment and supplies deemed by the **BOARD** to be necessary in the performance of their duties.

**6.15 Use as Substitute Teacher**

Employees shall not be used in place of a regularly scheduled teacher whenever possible. In the event that an employee is required to work in place of a regularly scheduled teacher, the employee shall be paid time and a half for that specific period of time provided the length of time is at least one-half hour in length.

## ARTICLE VI

### **6.16 Professional Conduct**

Employees will conduct themselves in a professional manner at all times. The employee should refer student disciplinary problems to their immediate supervisor unless the problem could cause immediate harm to the student or others. The employee shall then make a report to their supervisor as soon as possible thereafter. Use of verbal or physical abuse may be cause for discharge. No employee shall be disciplined or discharged without just cause.

### **6.17 Administering Medication**

No employee shall be required to administer medication to a student or be required to perform invasive procedures without proper training and/or appropriate supervision.

### **6.18 Call in – No Work**

Any employee called in or scheduled for work and sent home for lack of work will be paid for one hour. If the employee is scheduled for more than four hours, s/he will be paid for two hours.

### **6.19 Substituting**

Whenever a unit employee is substituting in another classification within the bargaining unit they will be paid at the applicable level for that position.

### **6.20 Playground Supervision**

The staffing ratio for Elementary Recess/Lunchroom Monitors shall be a minimum of one (1) staff person for every seventy-five (75) students.

### **6.21 Acts of God Days**

In the event that the Superintendent determines that District staff are to report to work, the Support Staff Unit shall not be expected to report. However, the Building Principal or Director of Special Education may request individual members of the bargaining unit to report for special assignments. Those individuals that are called to report will be paid the normal hourly rate of pay for hours worked. Those individuals not required to report will not be compensated.



## **ARTICLE VI/VII**

### **6.22 Work Uniforms – Middle and High School Campus Monitors**

The BOARD shall provide five (5) work uniforms to new employees. The BOARD will provide the necessary replacement uniforms up to three (3) per work year upon request. All replacement uniforms will be submitted in writing to the Department of Employee Services on a special form issues by the BOARD no later than July 10. Uniforms will be issued once during the year by October 15 of each school year.

## **ARTICLE VII VACANCIES AND TRANSFERS**

### **7.01 Posting of Vacancies**

All positions that become vacant shall be posted on the district website and via school email within the unit for at least five (5) school days. Vacancies resulting from an internal transfer shall be posted within the unit, and externally for at least five (5) school days, with priority given to internal candidates. Such posting will include minimum qualifications and duties. Members currently working will have a minimum of five (5) school days in which to submit an application. If the opening occurs when school is not in session vacancies will be posted on the district website and all members will be notified by email and/or automated phone message, and will have five (5) business days to submit an application.

Positions consisting of five or less hours per week need not be posted. However, notification shall be given to employees within an affected building. These individuals will be provided an opportunity to expand their hours (if schedule permits).

### **7.02 Bidding on Vacancies**

Any employee interested in bidding for a posted position may so indicate in writing to the Assistant Superintendent of Employee Services or his/her designee before the close of the posting period (not less than five (5) days).

- A. Transfer of any employee shall be based upon all of the following factors: qualifications, amount of experience in the particular classification, amount of experience in closely related classifications and seniority.

## ARTICLE VII

- B. The promotion of any employee shall be based upon qualifications, training and previous work record. Seniority shall be considered only when two or more employees have substantially equal qualifications, training and previous work record. Promotion shall be defined as movement to a position with a higher rate of pay.

Each employee *transferred* under this provision shall receive a forty-five (45) day trial period in the new position. Each employee receiving a *promotion* shall receive a sixty (60) day trial period in the new position. During the trial period the employee shall receive the rate for the job s/he is performing.

Prior to the end of the trial period, the **BOARD** shall have the right to revert an employee back to their former position if such employee's work is unsatisfactory. In such cases, written notice of unsatisfactory conditions will be given to the employee. The member shall have the right to return to his/her former position prior to the end of the trial period. A meeting with the Assistant Superintendent of Employee Services, the immediate supervisor and Union President (or their designee) shall take place prior to the employee being transferred to their former position.

### **7.03 Vacancies While Employees are on Layoff**

The provisions of Article VII, Section 7.01 shall not apply in the event there are employees on layoff.

### **7.04 Temporary Filling of Vacancy**

- A. Until a qualified applicant is selected, the Assistant Superintendent of Employee Services or his/her designee may fill a vacancy on a temporary basis but, if the temporary employee applies for the vacancy, s/he shall not be considered to have greater qualifications than the other applicants. A vacancy posting according to Section 7.01 must be made within five (5) work-days following the temporary placement.

## ARTICLE VII

- B. When a temporary position(s) is created which is funded through a Federal or State categorical/grant and is posted for one (1) school year only, then that position(s) will not have recall/bumping rights unless that position has been extended beyond one school year. If the position is continued into the next school year, seniority will be retroactive back to the day probation ended during the previous school year.

### 7.05 Involuntary Transfer

When an involuntary transfer is necessary, the least senior qualified employee within the classification shall be transferred. The employee will be notified and consulted in advance of the transfer but the decision of the Assistant Superintendent of Employee Services shall be final and binding.

### 7.06 Administrative Initiated Transfer

The **DISTRICT** reserves the right to transfer employees for reasonable and just cause and shall be limited to:

- A. Difficulties encountered in performance of duties in current position.
- B. Personnel incompatibility.

An administrative initiated transfer will not occur until after a conference has occurred involving the employee, the appropriate administrator and Assistant Superintendent of Employee Services. At the employee's request a member of the **UNION** may be present.

## ARTICLE VIII

### ARTICLE VIII LEAVES OF ABSENCE

#### 8.01 Personal Leave

- A. All seniority employees who work twenty (20) or more hours per week shall be granted eight (8) personal leave days, based on the posted regular hours for the position(s).

SACC Team Leaders and SACC Caregivers who work a twelve (12) month year (July-June) shall earn one (1) additional personal leave day to be used the following fiscal year.

- B. All seniority employees who work less than twenty (20) hours per week shall be granted six (6) personal leave days, based on the posted regular hours for the position(s).
- C. Unused personal leave days may be accumulated to a maximum of ninety (90) days. Banked personal leave days may be used within any given year. The Board agrees to pay unused personal leave days in a lump sum to those who qualify for retirement to receive benefits under MPSERS and employed by the District. Payment for the unused personal leave days will be prorated on the basis of the posted regular hours worked per day at a rate of \$25 per day. For example, an employee with posted hours of six (6) hours per day:  $\$25 \text{ divided by } 8 \text{ hours} = \$3.13 \text{ per hour times the posted regular hours six (6)} = \text{amount of pay per unused personal leave day } (\$18.78)$ . Posted regular hours used for will be provided to each employee prior to the commencement of the school year, or upon employment.
- D. All employees shall be granted one unpaid personal leave day per month for every month they are scheduled to work. Absenteeism that exceeds this standard may be deemed excessive.
- E. In the event of an absence of an employee due to illness or disability in excess of three (3) consecutive working days, the **BOARD** may require the employee to provide a physician's statement verifying the illness.
- F. Compensation for personal leave days will be based on the scheduled hours for the day in which the absence occurs.

## ARTICLE VIII

- G. Status (per Article VIII, Section 8.11, Subsection A and B) shall be on the basis of assignment as of the second Friday in October. This rule shall apply to any other contractual provisions that relate to hourly assignments (i.e., full-time vs. part-time).
- H. Up to three (3) personal leave days may be used within any school year for the purpose of personal business which cannot be conducted during non-work hours.

### 8.02 Extended Sick Leave

Any employee who has a minimum of one (1) year continuous employment in the District, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the **BOARD**, or its designee. Any health leave granted under this Section A shall be without pay or fringe benefits, seniority or personal leave day accrual. Written notice of intention to return shall be given in writing to the Assistant Superintendent of Employee Services at least thirty (30) days prior to the expiration of the granted leave. The employee shall be granted the first vacant position within his/her classification with comparable hours.

### 8.03 Worker's Compensation

Any employee who is absent because of an injury, illness or disease compensable under the Michigan Workers' Compensation Act will have two (2) options for payment while absent.

- A. Option 1 – The employee may elect to receive only those monies that would be paid to him/her as directed by the Michigan Workers Compensation Act for the period of time that the employee is absent.
- B. Option 2 – The employee may upon written request to the Assistant Superintendent of Employee Services elect to have the monies that would be paid to him/her as directed by the Michigan Workers' Compensation Act supplemented with a sufficient amount to maintain his/her regular salary for a period not to exceed his/her personal leave days' accumulation. Personal leave days would be deducted at a proportional rate until such time as all of the employee's accumulated personal leave days have been exhausted. At this point in time, the employee would begin to receive only those monies directed by the Michigan Workers' Compensation Act.

## ARTICLE VIII

### 8.04 Bereavement Leave

Each employee shall be entitled to leave from work, if necessary, with pay in the following cases based upon the posted hours (regular hours) for the position(s) without charge to their personnel leave days.

- (1) Death in immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean: mother, father, brother, sister, child, wife or husband, grandchildren, daughter-in-law, son-in-law or grandparent. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.
- (2) Death of other relative or member of the household for a period not exceeding one (1) day. Other relative shall be defined as the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-father, step-mother, foster parent or the employee's first cousin. The employee, at the request, may utilize a personal leave day for the death/funeral of persons not specifically listed.
- (3) Each full time employee upon returning to work shall complete and return to the Employee Services Department, a funeral leave absence form.
- (4) It is understood that funeral leave is to be used for the purpose of making funeral arrangements, attending funerals, and bereavement. It is further understood that the time granted under this provision for funeral leave is considered the maximum allowance, which should be used only when necessary.
- (5) It is understood that normal two (2)-day weekends (Saturday and Sunday) shall not be considered as days used in accordance with this provision. All other days shall be considered as days used.

### 8.05 Military Leave

Military leave of absence, without wages or fringe benefits, shall be granted to any regular full-time employee who shall be inducted, or who shall enlist, for one period of enlistment or military duty in any branch of the Armed Forces of the United States. An employee shall be reinstated to his/her former position.

## ARTICLE VIII

### 8.06 Jury Duty

- A. A regular full-time employee shall be granted a leave of absence, not deductible from his/her earned personal leave days for jury duty.
- B. An employee who serves on jury duty on a day s/he would have been scheduled to work shall either be paid the difference between his/her pay as a juror and his/her regular pay or, at the District's option, endorse over his/her juror's pay to the District and be paid his/her regular pay.

### 8.07 Maternity Leave

- A. The employee shall be permitted to continue working for as long as she is able to fully perform all of the express and implied duties and functions of her position.
- B. An employee who is pregnant shall inform the Department of Human Resources within a reasonable time after she has confirmation of her pregnancy.
- C. A maternity leave must be requested at least thirty (30) days prior to the date such leave is expected to commence.
- D. The employee's doctor shall determine the day when the employee shall cease working.
- E. The employee shall be able to utilize personal leave days (including accumulated days) for any portion of the period during which she is medically unable to work. The period of the leave shall run from the date set by the employee's doctor as in Article VIII, Section 8.07, Subsection D until at least the period of medical disability is complete (as determined by employee's doctor). The employee may request to extend this leave for up to an additional four (4) weeks.
- F. During the period of such a leave, the employee's position may be filled by a substitute employee or, when possible, by additional hours for other employees (Board option).
- G. Upon expiration of such leave, the employee shall be reinstated to his/her former position.

## ARTICLE VIII

### 8.08 Unpaid Leave

A leave of up to one (1) year, and renewable annually, without pay or fringe benefits, shall be granted to an employee serving in an appointed or elected Federation position. Such employee shall be granted the first vacant position within their classification with comparable hours.

### 8.09 Other Leave

- A. Leaves of absence without wages or fringe benefits may be granted at the discretion of the Assistant Superintendent of Employee Services. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Assistant Superintendent of Employee Services at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the employee's right to employment in the District.
- C. Upon expiration of the granted leave and timely and proper notice to the Assistant Superintendent of Employee Services, the employee shall be assigned to a vacant position for which s/he is qualified and has the ability to perform
- D. When an employee is granted such a leave of absence, s/he shall upon return be placed at the same level on the Salary Schedule, Appendix A, held prior to leave of absence and personal leave days accrued at the start of the leave shall be reinstated.
- E. Employees may request a short-term leave of up to three (3) calendar months. At the conclusion of the leave, the employee will be returned to his/her specific position. A substitute may be utilized for the employee while on leave.

### 8.10 Leave Restrictions

Except as provided in, Article VIII, Section 8.08, a leave of absence shall not be granted for the purpose of alternate employment. During the term of the leave the employee shall not secure or engage in alternate employment.



## ARTICLE VIII/IX

### 8.11 Family Medical Leave Act (FMLA)

Employees who qualify under the Family Medical Leave Act of 1993 are those employees who have worked a minimum of one (1) year of continuous employment and who work a minimum of 1250 hours in a year. If eligible for FMLA, employees must contact the Department of Employee Services for information. Any leave qualified under the FMLA runs concurrently with leave granted to the employee under any other provision of this Contract. FMLA leave runs on a rolling calendar year.

## ARTICLE IX EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS

### 9.01 Salary Schedule

The salaries of employees covered under this Collective Bargaining Agreement (CBA) are set forth in the Salary Schedule, Appendix A.

### 9.02 Adjustment to Salary Schedule

Adjustments from one step to the next will be made each July 1 of each fiscal year for the duration of this Agreement.

### 9.03 Tuition Reimbursement

Employees who have completed at least two (2) years of seniority shall be entitled to 50% reimbursement to a maximum of \$520 per academic year for actual tuition paid for courses taken with the prior approval of the Superintendent or his/her designee and which have a direct relationship to job responsibilities.

The **DISTRICT** agrees to allocate the sum of \$3000 per year for the purpose of reimbursing employee tuition. In the event the total request for reimbursement exceeds the amount allocated, payments to each employee shall be reduced in proportion to which the total request exceeds the allocation.

Qualifications for tuition reimbursement are as follows:

- A. Completion of application/approval form as provided by the District.
- B. Appropriate verification (report card or transcript) indicating satisfactory completion of course(s) taken indicating a grade of C or better.
- C. Copy of appropriate tuition receipt.
- D. Copy of approval from Assistant Superintendent of Employee Services.

## ARTICLE IX

The deadline for application for tuition reimbursement shall be October 1 (for classes taken during the preceding year) of each year. Reimbursement shall be made on or before December 1.

If an employee does not make application within the specified deadline s/he shall forfeit his/her right to tuition reimbursement for that course(s) only.

### **9.04 Duty Free Period**

An employee shall be entitled to a thirty (30) minute *unpaid* duty free period at a time directed by the building/program supervisor if the employee is regularly scheduled to work 5 ½ hours or more per day. Such a period may be mandatory at the discretion of the building/program supervisor.

Employees regularly scheduled to work four (4) or more hours per day shall be entitled to a fifteen (15) minute duty free paid break per day. Employees scheduled to work eight (8) hours per day shall be entitled to two (2) such duty free paid breaks.

### **9.05 Mileage Allowance**

Employees will be reimbursed at the current Internal Revenue Service Standard Mileage Rate for approved use of their personal vehicle while on school business. This provision shall not apply to transportation to and from their work site.

### **9.06 Damage to Personal Property**

The District agrees to reimburse employees for loss or damage to their personal property brought to their work location to be used in their work assignment, if prior written notification has been given to their supervisor, or if it is required in the employee's assignment.

Reimbursement for such items will be limited to \$100 per year for individual claims and limited to a maximum of \$500 per year total. No claim shall be filed on a loss of less than \$5.00. Personal property shall not include cash.

**ARTICLE IX**

**9.07 Paid Holidays**

- A. If an employee is required to work on a holiday, the employee will be paid double time his/her regular rate of pay for the hours worked.
- B. All employees who work more than 20 hours (or those grandfathered working less than 20 hours hired on or before September 4, 2019) and are not on probation shall be entitled to the following as paid holidays:

<b>Paid Holidays</b>	
New Year's Eve	Memorial Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Spring Break Monday	Christmas Eve
Spring Break Tuesday	Christmas Day

Paid holidays do not apply to unit members hired after September 4, 2019, who work less than an average of 20 hours per week.

- C. The rate for calculation of paid holidays will be based upon posted regular hours for the position(s).

If the holiday falls on a weekend, the employee will be paid Friday's hours for a Saturday holiday and Monday's hours if the holiday falls on a Sunday. All employees eligible for holiday pay shall be compensated for all days set forth in Article IX 9.07 B, based upon the posted regular hours for the position(s) as confirmed by a November 1 and March 1 district audit. If the employee is not scheduled to work on Friday or Monday, they will be paid the posted/actual contracted hours for the position(s) for the day closest to the holiday.

**9.08 In-Service/Staff Development**

The **BOARD** agrees to provide two ½ days for part-time staff and four ½ days for full time staff of paid in-service/staff development training sessions per year. Employees will be compensated for the full amount of time of the in-service at their regular rate of pay for those conferences, workshops or in-service trainings. Only those conferences that directly relate to, or permit the Employee to successfully perform the expressed and implied duties of his/her position, will be approved. When Employees are required to attend professional development day activities, they will be compensated at their regular rate of pay.

## ARTICLE IX

Employees shall also have the option to take a class or training session at MISD, or other District approved sites. Such class/session shall have prior approval of the employee's direct supervisor and the Assistant Superintendent of Employee Services. If employees attend an approved class or training session at the MISD they will also be paid at their regular rate of pay for the hours during which the attended the class/session.

### 9.09 Mandatory Training

The **BOARD** agrees to reimburse total expenses for tuition, books and mileage of any employee who, at the **BOARD'S** specific request, obtains additional academic training for the purpose of becoming qualified in an area for which the **BOARD** is having difficulty securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

### 9.10 Rotation of Extra Work

The **BOARD** agrees that whenever extra hours are available, the work will be rotated among existing employees within that classification at the site where the work is available starting with the most senior employee.

### 9.11 C.B.I. Differential

Employees with a Community Based Instructor (CBI) credential will receive \$.50 per hour additional increment in their salary. This CBI increment only applies to community-based work as approved by the employee's supervisor.

### 9.12 Classification D Advanced Degree

Employees in Classification D with an Advanced Degree will receive the following per hour additional increment in their salary. This Advanced Degree increment only applies to the employees who meet the requirements.

CDA or Associate Degree in Early Childhood, BA or MA with ZA or ZS

Associate Degree:	\$1.00 Per Hour Increase
BA Degree or Higher:	\$2.00 Per Hour Increase
MA Degree or Higher	\$3.00 Per Hour Increase

### 9.13. Direct Deposit

Employees shall be required to enroll in Direct Deposit through the payroll program.

**ARTICLE X  
INSURANCE BENEFITS**

**10.01 Health Insurance**

The district shall comply with the Affordable Care Act in providing health insurance.

**10.02 Dental/Optical Insurance**

Dental and optical insurance, as provided by **BOARD** selected carriers, shall also be made available on an employee-paid basis under the same terms and conditions in above, Article X, Section 10.01.

**10.03 Life Insurance**

The **BOARD** agrees to provide a fully paid life insurance policy in the amount of \$5,000 for all employees who are actively working a minimum of twenty (20) hours per week. Such insurance is subject to written application and acceptance by the carrier. Eligibility for such insurance shall be determined on the basis of assignments as of the second Friday in October (unless the employee quits or is terminated).

**10.04 Tax Sheltered Annuities**

- A. The **BOARD** agrees to provide for the availability of investments by employees in tax sheltered annuities. The annuity company shall be selected by the employee from an approved list of companies provided by the District. The **BOARD** shall assume no responsibility or liability as to the stability of the company or the investment risk. Employees may be required to sign a District provided "waiver of liability" releasing the **BOARD** from such liability.
- B. The District may impose reasonable rules and limitations concerning enrollment periods, ability to change or terminate deductions, etc.

**ARTICLE X**

**10.05 Long Term Disability**

The **BOARD** agrees to pay the full cost of a group income protection disability insurance plan with a carrier determined by the **BOARD** for all seniority employees who regularly work twenty (20) or more hours per week. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan.

- A. 70% of the employee's monthly salary for the first six (6) months of disability following the above Article X, Section 10.05, ninety (90) day calendar period, not to exceed a monthly cap of \$4,200 per month.
- B. 66 2/3% of the employee's monthly salary, Article X, Section 10.05, Subsection A, after the six (6) month period and during the period of disability up to age sixty-five (65), not to exceed a monthly cumulative maximum cap of \$4,200 per month. At age 65 the following schedule shall apply:

<b>Age</b>	<b>Duration of Benefits</b>
65	2 Years
66	1 ¾ Years
67	1 ½ Years
68	1 ¼ Years
69 & Over	1 Year

- C. Annual 3% cost of living adjustments, with maximum of five (5) such adjustments.

**ARTICLE XI  
MAILING ADDRESS FOR NOTICES**

**11.01 Mailing Address**

The notice requirements of any provision of this Agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notice, s/he shall furnish to the other in the manner required hereunder a written notice of such change of address.

Board of Education  
Lake Shore Public Schools  
28850 Harper  
St. Clair Shores, MI 48081

Lake Shore Federation of Support Staff  
Local 04793. AFT/AFT Michigan/Metropolitan Detroit AFL-CIO  
(Home/school address of current President of LSFSS)

**11.02 Term of Agreement**

This Agreement shall be effective July 1, 2019 for a term of two (2) years and shall expire at the end of the day on June 30, 2021.

**ARTICLE XII  
RATIFICATION**

**12.01 Ratification**



APPENDIX A

LAKE SHORE FEDERATION OF SUPPORT STAFF  
2019/2020  
CLASSIFICATION AND SALARY SCHEDULE

Classification	Step 1	Step2	Step 3	Step 4	Step 5
<b>A</b> <ul style="list-style-type: none"> <li>Elementary Campus Monitor (crossing, lines, hall, parking)</li> <li>Elementary General Ed Teaching Assistant</li> <li>Elementary Recess/Lunchroom Monitor</li> <li>Middle School Campus Monitor (outside, inside, café, in-house suspension, parking)</li> <li>Special Needs Bus Monitor</li> </ul>	\$ 10.75	\$11.25	\$11.75	\$12.25	\$12.75
<b>B</b> <ul style="list-style-type: none"> <li>SACC Caregiver</li> <li>Special Education Lunch Monitor</li> </ul>	\$11.25	\$11.75	\$12.25	\$12.75	\$13.50
<b>C</b> <ul style="list-style-type: none"> <li>High School Campus Monitor</li> <li>SACC Team Leader</li> </ul>	\$11.75	\$12.25	\$12.75	\$13.25	\$14.00
<b>D</b> <ul style="list-style-type: none"> <li>Special Education Teaching Assistant</li> <li>*GSRP Associate</li> <li>Remedial Specialists</li> <li>Title I Paraprofessionals</li> </ul>	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25

<p><i>*GSRP Associate Requires CDA or Associate Degree in Early Childhood, BA or MA w/ZA or ZS endorsement.</i></p> <ul style="list-style-type: none"> <li>Employee remain at their current step for the 2019/20 school year, which represents a \$.25 increase over 2018/19 step.</li> <li>High School Campus Monitor (formerly HS Security Guard), move to Classification C</li> <li>Classification D employees with an Advanced Degree receive the following hourly rate increase: Associates \$1.00 BA \$2.00 Masters \$3.00</li> </ul>
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APPENDIX A

LAKE SHORE FEDERATION OF SUPPORT STAFF  
2020/21  
CLASSIFICATION AND SALARY SCHEDULE

Classification	Step 1	Step2	Step 3	Step 4	Step 5
<b>A</b> <ul style="list-style-type: none"> <li>• Elementary Campus Monitor (crossing, lines, hall, parking)</li> <li>• Elementary General Ed Teaching Assistant</li> <li>• Elementary Recess/Lunchroom Monitor</li> <li>• Middle School Campus Monitor (outside, inside, café, in-house suspension, parking)</li> <li>• Special Needs Bus Monitor</li> </ul>	\$ 11.00	\$11.50	\$12.00	\$12.50	\$13.00
<b>B</b> <ul style="list-style-type: none"> <li>• SACC Caregiver</li> <li>• Special Education Lunch Monitor</li> </ul>	\$11.50	\$12.00	\$12.50	\$13.00	\$13.75
<b>C</b> <ul style="list-style-type: none"> <li>• High School Campus Monitor</li> <li>• SACC Team Leader</li> </ul>	\$12.00	\$12.50	\$13.00	\$13.50	\$14.25
<b>D</b> <ul style="list-style-type: none"> <li>• Special Education Teaching Assistant</li> <li>• *GSRP Associate</li> <li>• Remedial Specialists</li> <li>• Title I Paraprofessionals</li> </ul>	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50

*\*GSRP Associate Requires CDA or Associate Degree in Early Childhood, BA or MA w/ZA or ZS endorsement.*

- Employee remain at their current step for the 2020/21 school year, which represents a \$.25 increase over 2019/20 step.
- Classification D employees with an Advanced Degree receive the following hourly rate increase:  
Associates \$1.00  
BA \$2.00  
Masters \$3.00

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