

**Master Agreement**

**between**

**Lake Orion Community Schools**

**and**

**Lake Orion Secretaries Association  
MEA/NEA**

**July 1, 2012 – June 30, 2014**

# Table of Contents

MASTER AGREEMENT....WITNESSETH.....	1
ARTICLE I - RECOGNITION .....	1
ARTICLE II - ASSOCIATION AND EMPLOYEE RIGHTS .....	2
ARTICLE III - MANAGEMENT RIGHTS.....	3
ARTICLE IV - NON-DISCRIMINATION CLAUSE .....	4
ARTICLE V - DEDUCTION OF DUES, AGENCY SHOP FEES.....	4
ARTICLE VI - WORK YEAR, EMPLOYEE GROUP CLASSIFICATIONS, RETIREMENT, AND WORKING HOURS AND CONDITIONS .....	5
ARTICLE VII - PROBATION.....	8
ARTICLE VIII - SENIORITY .....	8
ARTICLE IX - LAYOFF AND RECALL.....	9
ARTICLE X - TRANSFER AND PROMOTION .....	10
ARTICLE XI - PAID DAYS OF ABSENCE .....	11
ARTICLE XII - UNPAID LEAVE.....	12
ARTICLE XIII - HOLIDAYS.....	14
ARTICLE XIV - VACATIONS .....	15
ARTICLE XV - COMPENSATION.....	16
ARTICLE XVI - INSURANCE PROTECTION .....	18
ARTICLE XVII - EMPLOYEE EVALUATION .....	21
ARTICLE XVIII - EMPLOYEE DISCIPLINE .....	21
ARTICLE XIX - GRIEVANCE PROCEDURE .....	22
ARTICLE XX - NEGOTIATION PROCEDURES.....	24
ARTICLE XXI - SPECIAL CONFERENCES .....	25
ARTICLE XXII - MISCELLANEOUS PROVISIONS .....	25
ARTICLE XXIII - DURATION OF AGREEMENT .....	27
APPENDIX A - LOSA WAGES.....	27

## MASTER AGREEMENT

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board", and the Lake Orion Secretaries Association, MEA-NEA, hereinafter referred to as the "Association", on the 8th day of August 2012, enter into the following agreement:

### WITNESSETH

- I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and
- II. WHEREAS, the Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, terms and conditions of employment, and
- III. WHEREAS, the parties have reached certain understandings which they desire to confirm to this agreement,
- IV. In consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I

#### Recognition

- A. The Board hereby recognizes the Lake Orion Secretaries Association, MEA-NEA as the designated and sole bargaining and negotiating agent for personnel employed by the Lake Orion School District in this unit in respect to hours, wages, terms and conditions of employment for the terms of this Agreement.
- B. Members of this unit shall include:
  - K-12 Building Secretaries
  - Special Education Secretaries
  - Transportation Secretary
  - Buildings & Grounds/Computer Department Secretary
  - Food Service Secretary
  - Facility Use Secretary
  - Adult Ed/Enrichment Secretary
  - Learning Options High School Secretary
- C. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Association and Employee Rights

- A. The Board hereby agrees that employees shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

The Board agrees that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

- B. The Association and its representative shall have the use of school facilities according to the written policies of the Board of Education, which govern other community citizens' groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at school district cost. The school buildings, facilities and equipment shall not be used by an employee for his/her private use without obtaining approval from the Superintendent/designee.
- C. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association Representatives and Association officers to the Board by July 1 of each year.
- D. The Association shall have the privilege to use school business machines, and audio-visual equipment for Association business, when such equipment isn't otherwise in use, after arrangements have been made with the supervisor of such. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building. The Association may use mailboxes for communication to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association. Any such communication/identification of an inflammatory nature shall be prohibited.
- F. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members.
- G. The private and personal life of any member is not within the appropriate concern or attention of the Board unless such personal activities extensively reduce the effectiveness of a member while performing assigned duties.
- H. The duties and responsibilities of any member will not be significantly altered or increased without every effort being made to give the member an opportunity to discuss this change of duties and responsibilities with the Administration. The member may choose to be accompanied by the building Association Representative during any such discussions.

## ARTICLE II - Association and Employee Rights (continued)

- I. There shall be up to five (5) Association days per year for Association business. These days are to be approved in advance by the Association President and at least twenty-four (24) hours notice shall be given to the Administration. The only cost to the Board shall be that of the substitute employee and no salary deductions shall be made. If both parties agree to bargain during the school day, bargaining shall not be deducted from the Association days listed above.
- J. The Association President shall be permitted to conduct local Association business, as it relates to Lake Orion members, during regular school hours as provided below:

The Association President may, with immediate supervisor approval, be exempt from duties and may leave the building.
- K. Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union or any other plan or program approved by the Board.

## ARTICLE III

### Management Rights

The Board of Education, on behalf of the District, except as modified by the specific terms of this Agreement, hereby retains all rights and powers to manage the Lake Orion Community School System. The Association recognizes these management rights, powers, authority, duties and responsibilities as conferred upon and vested in it by the law of the land, and the Constitution of the State of Michigan, and the United States, including the right to:

- A. Executive management and administrative control of the school system and its properties and facilities and the activities of its employee during working hours.
- B. Determine methods, means and personnel to operate the school efficiently.
- C. Hire all employees subject to the provisions of law. To determine their dismissal or demotion and to promote and transfer all employees within the provisions of this contract.
- D. Discharge employees because of just cause.
- E. The right to subcontract any type of work shall be vested exclusively with the Employer, but subject to the provisions of this contract.
- F. The Association agrees that State laws pertaining to work stoppages in public school systems shall apply for the duration of this contract.
- G. The Association and management agree to operate in compliance with all state laws (i.e., SBI of 1993, P.A. 112 of 1994, P.A. 5128 of 1994 and the terms and conditions of this agreement).

## ARTICLE IV

### Non-discrimination Clause

- A. The Board and the Association agree that in matters concerning hours, wages and conditions of employment, they will not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, marital status, genetic information, or any other legally protected characteristic.
- B. Both parties agree that in matters of administration, as well as in the discharge of individual duties, and in the processing of grievances, neither party shall be arbitrary, capricious or discriminatory.

## ARTICLE V

### Deduction of Dues, Agency Shop Fees

- A. Upon receipt of individual deduction authorization forms, signed by employees, the Board will deduct from employee wages the dues and assessments of the local, state and national Associations. Deductions of dues and assessments shall be made in equal installments first/second pay period of each month September through June (20 consecutive pays). The Board agrees to provide prompt detailed accounting of deductions and remit to the Association all deducted monies with each accounting report.
- B. Deductions authorized shall continue in effect unless authorization is revoked by the member in writing and copies are delivered to the Association and the Board.
- C. The Association will prepare and distribute payroll deduction cards covering local, state and national Association dues. These cards, when voluntarily signed by individual employees, will authorize dues deductions for the life of this contract. Amounts so deducted will be paid promptly and in total to the local Association for subsequent disbursement by the Association.
- D. Any employee who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment pay an amount determined by the Association equivalent to a representation benefit fee, (such amount shall not be more than dues assessed to Association members), provided, however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board shall cause termination of employment of such employee within 30 working days. The parties expressly recognize that the failure of any employee to comply with the provision of this Article is just and reasonable cause for discharge from employment.

The Board shall not be liable to the Association by reason of requirements of this agreement for the remittance as payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any section of this Article.

## ARTICLE VI

### Work Year, Working Hours, Working Conditions

- A. Regular Work Year will be no less than 230 days.

The regular work year will be as defined in the job posting and as specified in "Employee Definitions."

- B. Start of the Work Year

1. Each member of the bargaining unit will be informed of the starting date for the next year via the negotiated school calendar as soon as it becomes available.
2. In the event an employee is required to begin the new work year early, the employee will be notified as soon as possible and the employee will be provided with one of the following options with approval of supervisor:
  - a. An appropriate number of unpaid days off during the work year.
  - b. Continue to work the longer year with pay with the approval of the Superintendent/designee.

- C. Extended Work Year

1. In the event it is determined that an employee may be required to work beyond the assigned work year, the affected employee shall be notified of that possibility as soon as possible.
2. In the event the employee's work year is extended beyond the assigned work year, the employee will be provided with the following options with approval of the immediate supervisor:
  - a. An appropriate number of unpaid days off prior to the beginning of the next work year.
  - b. An appropriate number of unpaid days off during the work year.
  - c. Continue to work the longer year with pay with the approval of the Superintendent/designee.

- D. Employee Group Classifications

1. Twelve (12) month full-time employees will be defined as employees normally scheduled to work thirty (30) or more hours a week, twelve (12) months a year.
2. Eleven (11) month full-time employees will be defined as employees normally scheduled to work thirty (30) hours or more a week for eleven (11) months a year.
3. Half time employees will be defined as employees working a minimum of twenty (20) hours, but less than thirty (30) hours per week for eleven (11) or twelve (12) months a year.

## ARTICLE VI - Work Year, Working Hours, Working Conditions (continued)

### E. Working Hours

1. The regular workday for secretaries shall be eight (8) hours, with a half-hour on call paid lunch.
2. The regular workweek shall consist of forty (40) hours, Monday through Friday (five days).

### F. Emergency Closing of School

1. When schools are closed due to inclement weather or other natural causes:
  - a. If said day is a state reimbursed day (up to a maximum of four (4) days annually), no employees shall be required to report for work and they shall be paid at their regular hourly rate.

Notwithstanding the above provision, an employee may report to work on a state reimbursed day and be allowed commensurate time off without loss of pay or paid leave (up to a maximum of four (4) days annually) at a later date that is mutually agreeable between the employee and the immediate supervisor. This time must be taken before June 30 of the current year.
  - b. If said day is not a state reimbursed day, all employees are expected to report for work and shall be paid at their regular hourly rate.
  - c. If an employee cannot report for work due to inclement weather or other natural causes, the employee shall notify his/her supervisor by telephone and shall be eligible to use one (1) sick leave day from his/her sick leave bank or vacation day, personal business day and/or take a day off without pay for each day that such employee does not report for work.
  - d. When students and teachers are dismissed early due to emergency situations such as, but not limited to, inclement weather, power outages, loss of heat, water, etc., Central Office may make a decision to dismiss unit employees as soon as the building has been cleared and emergency secretarial responsibilities are completed.
  - e. In the event that the number of state reimbursed days changes from the current four (4) allowed inclement weather days, this Article shall be subject to renegotiation.
2. If told by the supervisor not to report for work or if employees are sent home by their supervisor, they shall be paid for the day.



## ARTICLE VI - Work Year, Working Hours, Working Conditions (continued)

### G. Working Conditions

1. The employer recognizes that employees perform best when general working conditions are safe, healthful and as stress-free as possible. Adequate heat, ventilation, lighting, sanitary facilities and water are essential components of such a work environment.
2. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment or situation when there is a question as to whether the equipment or condition is unsafe.
3. Safety concerns shall be brought to Labor Management Meetings (LMM) on a quarterly basis. The Administration shall respond to these concerns in a timely manner.
4. Employees shall not be held responsible for the actions or damages by students providing that the employee has done what might reasonably be expected of a person in his/her situation.
5. Medication - School district office personnel are covered under the school district liability policy in administering medication. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee to the extent of its liability policy.
  - a. Although secretarial personnel are hired with the understanding that they will administer medication and assist with first aid for students, they are not required to perform invasive medical procedures (i.e. injections, suppositories, etc.). They may agree to train on such and may voluntarily perform these duties, but they are not required to do so.

NOTE: A life and death situation would override this clause.

6. It shall be the responsibility of the employee to provide to the employer all data as required by law which is necessary for employment.

### H. Retirement

1. The Board without prejudice may retire from service any employee who has attained the age of seventy (70) during the school year, or will attain that age prior to June 30 of the next year, but may, if deemed advisable, retain the employee on a month-to-month basis.
2. The Employer without prejudice may retire from service at any time during the year any employee who is unable, because of physical and/or mental limitations, to fulfill the duties of his/her position of employment. The Employer shall attempt to transfer said employee to a position which he/she may be able to satisfactorily perform in the event that such position is available. The employer, with professional advice, shall judge whether or not said employee can satisfactorily perform the duties to which he/she may be transferred, and whether there is a position available.

## ARTICLE VII

### Probation

- A. Employees hired new to the district, or rehired after having quit, shall serve a probationary period of sixty-five (65) actual working days in their job assignment. Absences during the probationary period shall extend the probationary period by the number of absences and an employee shall not have completed the probationary period until these additional days have been worked. The probationary period may be extended for ten (10) working days at the discretion of the supervisor upon written notice to the employee and the Association President. Such notice shall include the reason for the extension.
- B. After satisfactory completion of the probationary period, seniority and all other benefits shall be retroactive to the date of hire.
- C. A probationary employee may be transferred to another position if it is mutually agreed to between the probationary employee and the Assistant Superintendent of Human Resources. Such transfer during the probationary period shall not serve to extend the probationary period(s) specified in Section A above.

## ARTICLE VIII

### Seniority

- A. General: Seniority shall be established by date and time of hire within the bargaining unit. Seniority shall not be affected by whether an employee is an Association member or an Agency Shop fee payer.
  - 1. If an employee is transferred or promoted to a position within the school district which is not included in the bargaining unit, his/her accumulated seniority in the bargaining unit will be frozen as of the date of the transfer.
  - 2. In the event the employee returns to the bargaining unit, he/she shall be granted everything under this agreement that his/her accumulated frozen unit seniority entitles him/her to.
  - 3. Seniority for the purposes defined above shall be from the date the employee transferred into the bargaining unit.
  - 4. Seniority will be frozen upon Board approval of an unpaid leave.
  - 5. Seniority will be prorated for half time employees. (Example = ½ time secretary will receive one (1) day of seniority for every two (2) days worked.)
  - 6. Eleven (11) and twelve (12) month employees accrue seniority at the same rate.
- B. Seniority List:
  - 1. The employer shall compile a seniority list twice a year. The Board will notify the Association of all new hires, discharges, quits and retirements.
- C. Loss of Seniority: An employee shall lose seniority for the following reasons:
  - 1. He/she quits.

2. He/she is discharged for just cause.
3. He/she is absent for three (3) consecutive working days without notifying the Employer, or without the consent of the Employer.
4. He/she does not return to work within ten (10) working days after a certified letter has been sent to his/her last known address notifying him/her of his/her recall from layoff.

## **ARTICLE IX**

### **Layoff and Recall**

- A. Only seniority within the bargaining unit in a bargaining unit position shall prevail in the layoff or rehire of employees. For recall purposes, a position that becomes available will be posted to the membership, and seniority will prevail. The recalled employee(s) must accept the end result from this process.
- B. In reducing the work force the employee last hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired. Employees shall be permitted to exercise seniority to bump a less senior employee as follows:
  1. Bumping will be based on seniority within full time or half time categories if the employee has seniority to do so. If the employee does not have seniority to do so, it shall occur in the lesser category (full time to half time).
    - a. A displaced employee must have seniority to bump another employee.
    - b. The least senior full time employee shall be the first bumped by a displaced full time employee as the least senior half time employee shall be the first bumped by a displaced half time employee. The least senior half time employee may also be bumped by the aforementioned full time bumped employee.
- C. Although seniority generally prevails in the layoff and rehire of laid off personnel; the job qualifications of positions held by employees may be considered an important factor. The Association and Employer shall jointly decide the extent to which these qualifications shall hold weight in determining the lay-off and rehire of personnel.
- D. Should layoffs become necessary, management shall notify employees by certified letter or by personal contact at which time the employee would sign for the notification with the presenter. An employee being laid off will be notified at least thirty (30) working days prior to the effective date and time. Recalls will be made by certified or hand delivered letter for which the employee would sign. In the event of an emergency, recall may be by certified or hand delivered letter.
- E. For employees to be laid off for a period longer than ten (10) working days, the Association President shall receive a list from the Employer of the employees being laid off on the same date the notice is issued to the employees.
- F. An employee who is laid off or working half time under the terms of the contract and works as a substitute in a bargaining unit position during the period of layoff or half time employment, shall be paid his/her actual hourly rate that he/she received at the time of layoff.

## ARTICLE X

### Transfer and Promotion

- A. Transfer of employees shall be made by the Employer based upon the seniority and qualifications of the employee(s) seeking transfer. Qualifications for unit vacancies shall be set by the Employer and included in the posting of such vacancies. Unit employees actively working or on approved leave as of the date of ratification of this Agreement shall be considered qualified for transfer purposes and shall not be subject to qualification(s) testing. Unit employees hired after the ratification day may be required to pass qualification(s) test(s) at the discretion of the Employer.
- B. A transferred employee will be given a fifteen (15) calendar-day trial in the new assignment. Absences during the trial period shall extend the trial period by the number of absences and an employee shall not have completed the trial period until these additional days have been worked. The trial period may be extended another fifteen (15) calendar days at the discretion of the supervisor. The assignment will become permanent if the trial period is satisfactory to the employer. During this trial period, Administration has the right to fill the vacated position with a temporary employee. This vacated position will be posted after the trial period is satisfactorily completed and the new position becomes permanent.
- C. If, after ten (10) working days, the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee and the employee shall be returned to his/her former position.
- D. At the end of an unsatisfactory trial period, or at any time during the trial period, the employee has the right to return to his/her vacated position.
- E. Unit vacancies shall be posted within five (5) working days for a period of five (5) working days on the Association bulletin board. After the posting expires, management will make every effort to fill said vacancy within ten (10) working days. If this is not possible, the Association will be informed of the reason(s).

If a vacancy is reposted due to the application of provisions B, C or D above, the reposting shall be made within three (3) working days for a period of three (3) working days on the Association bulletin board. This reposting provision may be waived by mutual, written agreement of the parties in extenuating circumstances.

- F. Reorganization of personnel within a worksite may occur without posting with mutual consent of the union and the administration as long as the integrity of the classification is maintained and the work year and number of hours remain the same as defined in Article VI, Section E1.
- G. Copies of all postings shall be sent to the Association President.

## ARTICLE XI

### Paid Days of Absence

#### A. Illness and Disability

1. Each employee covered under this contract shall accumulate sick leave days at the rate of one (1) day for each full month, or major portions thereof, of continuous employment to a maximum of twelve (12) total accumulation per year and shall be credited at the beginning of the fiscal year. Unused sick leave shall be allowed to accumulate without limit.
2. Continuous employment shall be decided to have been broken by:
  - a. Three (3) days or more absence without notice or approval of the Employer, or
  - b. Termination of employment by resignation or discharge.
3. In cases of immediate family illness or death, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:
  - a. Personal illness
  - b. Serious illness or quarantine in the immediate family. Immediate family shall be defined as mother, wife, father, husband or child.
  - c. A total of six (6) extra reimbursed leave days per year may be used by the employees to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combinations of governmental days and the funeral days exceed six (6) days, excess over six (6) days shall be deducted from such sick leave to the extent that such sick leave has been accumulated and thereafter shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, daughters-in-law, sons-in law and grandchildren.
4. An employee who has been absent five (5) consecutive workdays may be required to present a doctor's statement upon return to work. In case of prolonged illness, periodic reports from the doctor may be required by the Administration.
5. Additional sick pay will be granted to employees who exhaust their accumulated sick leave, subject to the following conditions:
  - a. That a credit of at least twenty-five (25) sick leave days had been accumulated by the employee at the beginning of the school year. School year shall mean the scheduled work year for that employee, and

## ARTICLE XI – Paid Days of Absence (continued)

- b. That a statement from a qualified physician (either M.D. or D.O.) which certifies the illness is submitted to the Superintendent's office, and
  - c. The additional sick pay shall not exceed one-half (1/2) of the amount that has been accumulated at the beginning of the school year.
  - d. That sick pay shall not extend beyond the current school year.
6. If an employee is unable to report for work because of sickness or other legitimate reason, he/she will notify the employer as soon as possible but prior to the start of his/her regular work period.
  7. A position will be posted upon exhaustion of FMLA entitlement or commencement of long term disability. The employee who created the vacancy through his/her absence will have recall status upon availability to return to work and the right to any posted position based upon his/her seniority. The employee's seniority shall be frozen at the conclusion of the FMLA period.

### B. Personal Business

The Board will allow absence without loss of pay for the following:

1. Personal business is defined as business which cannot be transacted at a time other than during working hours.
2. These days shall not be used for recreational purposes.
3. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick days for personal business or funerals other than in the immediate family as defined above.
4. Absence must be approved by the immediate supervisor, and notice shall be given in writing twenty-four (24) hours in advance, if possible.
5. An employee called for jury duty, or subpoenaed by other government agencies shall be paid by the Board of Education a sum equal to the difference between what he/she is paid by the government agency and his/her wage or salary for the time he/she serves.

## ARTICLE XII

### Unpaid Leave

#### A. Leave of Absence

1. An employee who requests a leave of absence shall make application in writing to the Employer.
2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances, and the parties agree that the determination of whether or not the request shall be granted rests solely in the discretion of the Employer.

3. A leave of absence without pay, when granted in writing by the Employer, shall not exceed ninety (90) days at any one time. Renewal in writing may be granted at the sole discretion of the Employer for additional periods of ninety (90) days.
4. Any employee taking a leave of absence without prior written approval of the Employer shall be considered to have voluntarily terminated his/her employment.
5. Reasons for denial of leave shall be given to the employee in writing.

B. Association Activity Leave

1. Member employees of the Association who are selected for a full-time office or position with the Association shall receive, at the written request of the Association, a leave of absence without pay for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his/her former position, or one reasonably equivalent thereto, providing he/she requests reinstatement within the ten (10) days after the expiration of the term of such office or position.

C. Maternity Leave

1. An employee, upon determining that she is pregnant, shall notify the Employer in a timely fashion.
2. Maternity leave of up to one (1) year shall be granted upon request. An employee returning from the leave shall be placed on that step of the salary schedule from which she went on leave. Maternity leaves will be granted in accordance with the Equal Employment Opportunity Act of 1972 as amended from time to time. Federal E.E.O.C. guidelines and other applicable State and Federal statutes, regulations and guidelines shall apply.
3. Maternity leave of up to ninety (90) calendar days shall be granted upon written request. Two weeks prior to the end of her ninety (90) calendar day maternity leave, the employee shall inform the Employer in writing that she is willing and ready to resume her employment. She shall be returned to her former position at the time and suitable medical evidence shall be presented to the Employer by said employee certifying that she is capable of performing her duties.
4. Application for an extension of up to one year inclusive of the ninety (90) day maternity leave must be put in writing to the Assistant Superintendent of Human Resources two (2) weeks prior to the end of the ninety (90) day maternity leave. The employee at the termination of this one year leave shall displace the least senior person in a position for which she is qualified. The employee must notify the Employer thirty (30) calendar days prior to the termination of the one year leave that she is planning to return to work. If said employee shall fail to notify the Employer in writing of her willingness to commence her duties or to return to work upon the expiration of her leave of absence, she shall be deemed to have voluntarily terminated her employment.
5. During the leave of absence, the employee shall not lose any previously accumulated sick leave days or other acquired rights.

D. Military Leave

1. The provision of this subparagraph shall be subject to all applicable Federal laws now in force, or as amended, regulating to the rights of returning veterans. Such

Federal laws or regulations shall prevail if inconsistent in any manner with the provisions of this paragraph.

- a. Any employee who shall voluntarily enter into active service in the Armed Forces of the United States shall be given a leave of absence, for up to six (6) years, without pay subject to the conditions herein. Additional leave time may be granted at the Employer's discretion. A drafted employee shall be given a leave of absence for the complete time of the draft period.
- b. Said employee shall retain any rights accumulated prior to his/her leave of absence, and any rights guaranteed under the applicable Federal laws now in force, or as amended.
- c. Such employees, upon termination of such leave, shall be offered reemployment in his/her previous position, or a position of like status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In such event he/she will be offered employment, as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she meets the following requirements:
  1. He/she has not been dishonorably discharged.
  2. He/she is physically able to do the work.
  3. He/she applied for employment within ninety (90) days after completion of service, or release from hospitalization continuing not more than one (1) year after discharge from services.
- d. As used herein, "Armed Forces of the United States" is defined as, and is limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard or the Public Health Service.
- e. Failure of any employee on a military leave of absence to make application for reinstatement within such ninety (90) days shall be considered as a resignation, and such employee shall lose all employment rights he/she would otherwise be entitled to hereunder.

## **ARTICLE XIII**

### **Holidays**

- A. The following shall be recognized as paid holidays:

New Year's Day  
\*Martin Luther King, Jr. Day  
First Two days of Spring Break  
Memorial Day  
\*\*Independence Day  
Friday before Labor Day  
Labor Day  
Thanksgiving Day  
Day Following Thanksgiving  
Christmas Eve



Christmas Day  
New Year's Eve

\*To receive Martin Luther King, Jr. Day as a holiday, full time members must have banked eight (8) hours of additional worktime prior to MLK Day. The banked hours must be designated as being counted toward MLK Day prior to being worked by full time secretaries and their immediate supervisor. NOTE: This is only available if school is not in session on Martin Luther King Day.

\*\*To receive Independence Day, the employee must be at work or scheduled to work the day before and the day after such holiday or on approved leave.

A floating holiday can be taken during the school year on a day when students are not in session. This floating holiday must be coordinated between building administrator and each secretary.

- B. If Christmas Eve, Christmas, New Year's Eve or New Year's Day, or the 4<sup>th</sup> of July falls on a Saturday or Sunday, the following shall apply: The Friday immediately preceding shall be a paid day off, providing school is not in session. In the event that Friday is already a holiday, then the following Monday shall be a paid day off, if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday shall be a paid day off, providing school is not in session.
- C. If an employee eligible for holiday pay is required to work on a holiday, he/she shall be paid, in addition to his/her holiday pay, one and one-half (1-1/2) of his/her regular hourly rate for each hour worked on said holiday.
- D. An employee will not receive holiday pay for the designated holiday if he/she is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday provided that such days fall within the same week as the holiday.
- E. No employee shall be eligible to receive holiday pay during a probationary period.

**ARTICLE XIV**

**Vacations**

- A. All full-time employees shall be entitled to vacation at their regular hourly rate of pay on the following basis. Half time employees (see Article VI D. 3) will earn vacations at a prorated basis.

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>	<u>Half Time</u>
1 through 4	8 days	7 days	3.5 days
5 through 12	13 days	12 days	6.0 days
13 through 19	18 days	17 days	8.5 days
20 and over	20 days	19 days	9.5 days

Note: Beginning with employee's anniversary date in the 2012 -13 school year, the above schedule is in effect.

- B. The employee shall notify the employer of first and second choices at least three (3) weeks (fifteen [15] working days) prior to the scheduled regular pay period. The Association and Employer will furnish proper forms to request vacation.

- C. Employees may request a separate check for vacations over one (1) week allowing at least three (3) weeks for the Business Office to process the check.
- D. Employees may take their vacation days as earned at any time during the year (however, employees are strongly encouraged to take their vacation days when school is not in session) with the approval of the Employer, subject to the condition that the operations of the school system shall not be impaired. In the event of a conflict between employees regarding vacation periods, the earliest request shall be given priority. If requests are submitted on the same date, seniority shall govern.
- E. If a regular payday falls during the employee's vacation, and he/she wants advance pay, he/she must make the written request at least three (3) weeks prior to the time of vacation.
- F. An employee who is entitled to a vacation shall be paid for up to five (5) unused days. All vacations must be taken during the current year. Vacations are not accumulative or retroactive.
- G. Employees may split their vacations into one (1) day segments with the approval of the Superintendent/designee.
- H. Whenever a paid holiday falls within an eligible employee's vacation period and occurs on a day which is within the employee's regularly scheduled work week, the eligible employee shall not be charged a vacation day for that holiday.
- I. Consideration will be given to rescheduling vacation on a weekly basis due to accident or prolonged illness occurring after the vacation period has started. Rescheduled days will be charged against accumulated sick leave.
- J. Employees who resign or who are discharged shall forfeit all vacation rights, except those who have accumulated one (1) year or more of seniority. Their vacation pay shall be prorated on a monthly basis.
- K. With Employer approval, employees shall have priority by seniority to substitute for other employees who are on vacation during the summer months. Those employees wishing to substitute shall submit their names to the Personnel Office by June 1 of each year to be considered for such assignments. Employees substituting shall receive their regular rate of pay per hour.
- L. Employees not normally scheduled to work during the summer who work during the summer on their regular job will have additional vacation time prorated according to the additional hours worked.

## **ARTICLE XV**

### **Compensation**

- A. The wages of employees covered by this Agreement shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. Such Appendix shall remain in effect during the term of this Agreement.
  - 1. Any employee working under the terms of the contract who works as a substitute within the bargaining unit shall be paid his/her current hourly rate of pay.

B. Employees required in the course of their assignment to drive personal automobiles shall receive mileage at the current IRS standard.

C. Longevity

All employees, as defined in Article VI-D "Employee Group Classifications", who have been employed by the district ten (10) years or more shall receive a longevity supplement as spelled out below. Longevity will be computed from date of hire and paid the first pay after the employee's anniversary date. If an employee terminates employment before their anniversary date, longevity payment will be paid on a prorated basis.

For the purpose of longevity, there shall be two (2) group employee classifications, full-time and half time, as follows: percentages below are calculated on the salary of a full-time 11-month top step secretary yearly wage.

<u>10-14 years</u>	
full time	2.5%
half time	1.25%
<u>15 years or more</u>	
full time	5%
half time	2.5%

D. The payment will be made to the employee as a separate direct deposit or paid into any district-approved TSA account that the employee selects.

E. Overtime

1. Overtime pay (if approved) will be paid at the rate of time and a half.
2. Overtime pay (if approved) will be paid after eight (8) hours per day.
3. Overtime pay (if approved) will be computed on the basis of fifteen (15) minute intervals or major fractions thereof.
4. Overtime pay (if approved) will be paid for work performed on Saturdays, Sundays and Holidays.
5. A minimum of three (3) hours will be given as "Call-in" pay.

Accumulated time may be earned instead of pay. In the case of time, an hour of overtime (if approved) is equal to an hour and one half of accumulated time. All accumulated time must have prior approval of administration before it is earned. When a secretary and an administrator agree that eight (8) hours of accumulated time have been earned, the secretary will arrange to take a day off with pay. The day must be taken when students are not in session and be with the prior approval of the administration. No secretary may earn more than four (4) accumulated time days in one calendar year unless prior approval by the Director/Executive Director of Human Resources. No substitute will be provided on these days. Days may be taken as ½ days or whole days.

F. Retirement Pay

1. After being employed for ten (10) years with the Lake Orion Schools and upon retirement, an employee shall receive retirement pay at the rate of one-half (1/2) of his/her unused sick days not to exceed fifty (50).

2. The per day rate shall be based upon the current contract amount. To receive retirement pay, said employee must be eligible for benefits from the Michigan School Employees Retirement Fund.
2. If the employee meets the requirement of provision #1 above and dies prior to retirement, the employee's designated beneficiary shall receive a payment of ½ of the employee's unused sick days, not to exceed \$3,000.

G. Employee Education

1. The Board of Education, as it deems necessary, may provide opportunities for in-service training sessions for all employees.
2. Employees required to attend classes or training sessions during other than regular working hours, will be compensated at their regular rate of pay for the required hours of attendance.
3. Upon the written authorization and approval of the Superintendent/designee, employees may be permitted to attend conferences and/or workshops related to their job duties and responsibilities at the expense of the School District.
4. Upon authorization by the Superintendent/designee, employees may attend work related adult education and community education classes in the School District and shall be reimbursed for the cost of such classes upon successful completion.
5. An annual cash allowance will be given to any Lake Orion bargaining unit employee who acquires certified hours of public instruction as follows:

100 hours	\$200.00
200 hours	\$250.00
300 hours	\$300.00

Approval for educational hours must be obtained in advance from the Assistant Superintendent of Human Resources. It must be determined that the educational hours apply to the job performance.

This allowance shall be paid in a lump sum the last pay period in June.

- H. All employees shall be paid in twenty-six (26) equal pays.

**ARTICLE XVI**

**Insurance Protection**

- A. The Board shall provide up to full family health care insurance, as specified below. The Board will not pay for coverage of health care insurance if the Secretary is eligible for coverage by another policy, which is employer paid and is equal to or better than health care insurance provided. Coverage shall be for twelve (12) months, except for those Secretaries who resign or retire in which case coverage shall cease at the end of the current month.

The Board will terminate all insurance coverage sixty (60) working days after the employee's sick leave is exhausted. If the employee wishes coverage continued, current COBRA laws will be followed.

To comply with PA 152, the employee is responsible for all medical insurance premiums that exceed the following premiums to be paid through payroll deduction in equal payments.

**Yearly Premiums**

Single	\$5,500
Self and Spouse	\$11,000
Self and Child, or Family	\$15,000

In all cases, it is the responsibility of the employee to initiate application for fringe benefits within specified timelines. The fringes, as applicable, will be initiated on the earliest effective date following eligibility.

B. Effective September 1, 2012, the Board will provide:

Plan A - For employees needing health insurance. Employee Group Classification 1 or 2.

*Medical - MESSA Choices II \$500/\$1000, \$20 office visit and the Super Saver prescription RX.*

- 1. The District shall provide a special open enrollment to allow LOSA members the option of electing MESSA ABC Option 1 plan. For those electing this plan, the District will front load on behalf of the employee, the deductible. This payment is part of the District's responsibility to meet the hard cap obligation and will not cause the District to exceed the hard cap. Additionally the District will continue to provide 100% of the premium for the following insurances:*
- 2. Group Long-Term Disability*
- 3. Dental - Equivalent to Delta*
- 4. Vision - Equivalent to VSP2*
- 5. Group Life*

C. Group Long-Term Disability Insurance

The Board will provide all eligible employees with long-term disability insurance.

Gross Monthly Indemnity - 66-2/3% of the insurer's basic monthly salary or wage or \$2,500 maximum

Elimination period of sixty (60) calendar days straight wait.

Maximum Income Period:

- For a total disability due to accidental injury to insurer's age 65.
- For total disability due to sickness to insurer's age 65.

Survivor Benefits:

If after the insured employee has been totally disabled and is eligible to receive long-term disability benefits under this plan and subsequently dies, benefits shall continue to be paid to the deceased employee's eligible survivor for a period not to exceed six (6) months. The survivor benefit will equal 66-2/3% of the benefit otherwise payable to the employee before any reduction due to other benefits as described in the Monthly Benefit Section.

D. Dental

The Board shall provide for all members of the bargaining unit in Employee Group Classification 1 or 2 full family dental coverage equivalent to Michigan Education Special Service Association at no cost to the Secretaries. The maximum annual benefit level shall be equal to one thousand five hundred dollars (\$1,500) for Class 1 (100%), Class 2 (90%), Class 3 (90%), and Class 4 (90%).

\*\*\*\*\*Secretaries who are covered under another dental insurance plan either through Lake Orion Schools or another employer shall be provided with coverage equivalent to Michigan Education Special Service Association Dental Plan C (50% coverage - Class I and II) with 0-1 (50% coverage Class III). This will include internal and external coordination of benefits. The maximum annual benefit level shall be equal to one thousand dollars (\$1,000).

E. Vision

The Board shall provide, without cost to the Secretaries in Employee Group Classifications 1, 2, or 3, up to full family coverage equivalent to MESSA Vision Care - VSP-2 for all Secretaries and their dependents.

F. Group Life

During the duration of this Agreement, the Board shall provide, without cost to the Secretaries, group life insurance protection in the amount specified below that will be paid to the Secretary's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Coverage shall stop with termination of employment.

	Employee Group Classification	
1 or 2		\$30,000
3		\$15,000

G. Health Insurance Option Plan B

Secretaries in Employee Group Classifications 1 or 2 not electing health insurance coverage will receive seven hundred and twenty (\$720) dollars payable annually to be applied to a tax sheltered annuity or a biannual lump sum cash payment, both subject to applicable deductions. Secretaries in Employee Group Classification 3 not electing health insurance coverage will receive three hundred and sixty (\$360) dollars annually to be applied to a tax sheltered annuity or a biannual lump sum cash payment, both subject to applicable deductions.

In the event that three or more LOSA members elect for cash in lieu of, the amount shall be increased to three thousand dollars (\$3,000) annually.

H. The Board shall provide coverage for health care insurance on a pro-rata basis based upon the amount of time worked per week divided by forty (40) hours for employees in Employee Group Classification 3. If said employee desires the insurance coverage, it shall be said employee's responsibility to pay for the difference no less than monthly in a consistent manner as prescribed by the Board.

I. Worker's Disability Compensation Act

1. Any employee who is absent because of an injury or disease which is compensated under the Michigan Worker's Compensation Act may elect to use his/her cumulative sick days, prorated, to receive the difference between the Worker's Compensation benefits and his/her average full pay, excluding overtime pay.
2. Injuries shall be reported by the employees to their supervisors as soon as possible, but not later than three (3) calendar days after occurrence. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back during working hours to the doctor, he/she will be paid for the time lost.

## **ARTICLE XVII**

### **Employee Evaluation**

#### **A. Written Evaluation by Immediate Supervisor**

The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both the employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance.

#### **B. Schedule of Evaluations**

1. Each employee shall be evaluated in writing at least once every three years.
2. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
3. Each employee shall sign the evaluation which only indicates that the employee has received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing which will be attached to the evaluation and placed in the employee's personnel file.

#### **C. Performance Deficiencies/Notice**

At any time deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the employee in a timely fashion. Specific ways shall be identified in which performance is to improve. A statement shall be made of how to attain the desired improvement and the assistance to be given by the immediate supervisor. Adequate time shall be allowed to obtain the necessary improvement. The employee shall be involved in the development and implementation of any plans of improvement of performance.

#### **D. Any revisions to evaluation forms will be mutually agreed upon in the LMM committee.**

## **ARTICLE XVIII**

### **Employee Discipline**

- #### **A. The employer shall not discipline, suspend or discharge any employee without just cause.**

- B. In imposing any discipline on a current charge, the employer may give due consideration as to the validity, date and/or relevance of any known past offense.  
  
Any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. An employee must be disciplined or notified of possible discipline within ten (10) working days of discovery of any incident. The ten (10) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the Employer within two (2) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the grievance procedure at a level mutually agreed upon between the Employer and the Association.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to arbitration. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. If the employee is still unsatisfied with the Superintendent's decision, he/she may submit a written request to the Board of Education for a hearing.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.
- H. A discharged employee shall lose all rights and privileges afforded him/her under the conditions of this Agreement.

## **ARTICLE XIX**

### **Grievance Procedure**

There shall be established a Labor Management Committee. Arrangements for such Labor Management meetings shall be set no less than three times per year. Agenda must be supplied to all members of LMM at least five (5) working days in advance of meeting. The purpose of the Labor Management Meeting is to maintain the highest standard of Labor Relations between the Union and the employer.

Before any potential grievance is reduced to writing and after Level 1 of the Grievance Procedure has been completed, the issue(s) assessing the potential grievance will be placed on the agenda of the next Labor Management Meeting. An emergency situation may necessitate an unscheduled meeting. If the decision is not made within five (5) working days of the Labor Management meeting, the formal grievance procedure begins.



## DEFINITIONS:

Grievance - A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement (Association grievances may be initiated at Level 3 by mutual agreement.) Such claim must be filed no later than twenty (20) days from the date of the alleged violation, misinterpretation or misapplication of the Agreement.

Day - The term day as used herein shall mean days when school is in session during the school year and days when the Central Office is open for business during the summer vacation unless otherwise specified.

Shall any differences, disputes or complaints arise over the interpretation or application of the terms of this Agreement, there shall be an earnest effort on the part of both the Association and the Board to settle the dispute promptly through the following steps:

### LEVEL I

- A. An employee with a grievance shall discuss it with his/her immediate supervisor, individually, represented by or accompanied by a representative of the Association, provided that the aggrieved employee will not be denied the right to have an Association Representative present at such conference.
- B. The grievant may invoke the informal grievance procedure on the appropriate form, signed by the grievant and a representative of the Association, which form shall be available for the Association Representative in each building. A copy of the grievance shall be delivered to the immediate supervisor.

### LEVEL II

Within three (3) days of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting.

### LEVEL III

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later) the grievance, within five (5) days, shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting.

If, at Level 3, more than one grievance is filed on the same alleged violation, the disposition of one grievance, and the solution, will be made applicable to the other assuming they have the same solution.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. Request for arbitration must be submitted within fifteen (15) calendar days of the disposition at Level 3. If the parties cannot agree as to an arbitrator within five (5) calendar days from the notification date that

the arbitration will be pursued, one shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The Employer and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the Employer and Association.

1. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. If he/she shall, by decision of the arbitrator, have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Failure to observe the time limits contained in this grievance procedure, unless mutually extended, shall result in the grievance being adjusted on the basis of the disposition at the previous level.
3. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
4. If the Association decides that no grievance exists and so notifies the claimant, the employee may continue to process his/her claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance, it shall, immediately, process the claim.
5. A grievance may be withdrawn at any level without prejudice on the record.
6. All documents, communications and records dealing with a grievance shall be filed separately.
7. Forms for filing and processing grievances shall be designed by the Superintendent's office and the Association. These shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
8. Any information necessary to the determination and processing of a grievance shall not be withheld by the Board or Association.

## **ARTICLE XX**

### **Negotiation Procedures**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. If, during the course of this Agreement, it becomes evident that any section of the Agreement is not workable or causes undue hardship upon either party in its application, negotiations may be reopened by mutual consent of the Association and the Board to reconsider the section presenting such hardship. The start of negotiations shall not be delayed more than thirty

(30) days after the reaching of agreement on the need for negotiations unless further delay is mutually agreeable.

- B. The parties shall initiate negotiations for the purpose of entering into a successor agreement by June 1 preceding the expiration date of this agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Labor Mediation Board.

## **ARTICLE XXI**

### **Special Conferences**

Special conferences may be called by the Association President or the Employer or its designated representatives on important matters to be determined between the Employer and the Association. Such formal meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Association. Arrangements for such conferences shall be made at least five (5) working days in advance of the meeting. An agenda shall be prepared jointly by the Employer and the Association. Matters taken up in such conferences shall be confined to those items included in the agenda. Members of the Association shall not lose pay for time spent in such conference. These conferences may be attended by designated representatives of the Board of Education, representatives of the Association or representatives of the MEA-NEA.

## **ARTICLE XXII**

### **Miscellaneous Provisions**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provisions 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 consisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- D. The provisions of this Agreement are mutually binding as to wages, hours, terms and conditions of employment.
- E. A sufficient number of copies of this Agreement shall be printed and distributed at the expense of the Board. It is understood by both parties that this Agreement should be distributed to the Association members as soon as possible.

- F. All supplemental agreements shall be subject to the approval of the Employer and the Association.
- G. Temporary and Substitute Employees
  - 1. The Board may employ temporary employees. The period of employment of these temporary employees will not exceed ninety (90) working days at one location, and a temporary employee will not replace a permanent employee.
  - 2. Temporary employees shall be paid according to Appendix A, Step 1.
  - 3. Temporary and substitute employees will not receive fringe benefits as contained in this Agreement.
  - 4. Temporary positions lasting more than ninety (90) working days shall be posted as temporary positions. (This posting provision may be waived by mutual, written agreement of the parties in extenuating circumstances.)
- H. The parties have adopted LMM as the problem-solving process for ongoing contract maintenance.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective as of August 8, 2012, and shall continue in effect until the 30th day of June, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

LAKE ORION SECRETARIES ASSOCIATION

BOARD OF EDUCATION

By Gloria Sprenger  
President, Negotiator

By William Putney  
President

By Sharon Rosen  
Vico President, Negotiator

By Bridget McQuinn  
Vico-President

By Maureen McCallister  
MEA Snap

By William Putney  
HR Consultant

Negotiating team consisted of: For LOSA: Maureen McCallister, MEA Snap; Sharon Rosen, Gloria Sprenger, Debbie Pullis, Heather Hammerl and, for Administration: William Putney and Renee L'Esperance.

**APPENDIX A  
LOSA Wages**

Employees hired before August 8, 2012:

<b>Hourly Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>2012-13</b>	<b>\$15.43</b>	<b>\$17.09</b>	<b>\$18.70</b>	<b>\$20.32</b>	<b>\$21.92</b>	<b>\$22.52</b>	<b>\$23.12</b>	<b>\$23.72</b>
<b>2013-14</b>	<b>\$15.43</b>	<b>\$17.09</b>	<b>\$18.70</b>	<b>\$20.32</b>	<b>\$21.92</b>	<b>\$22.52</b>	<b>\$23.12</b>	<b>\$23.72</b>

Employees hired after August 8, 2012:

<b>Hourly Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>2012-14</b>	<b>\$13.22</b>	<b>\$14.44</b>	<b>\$15.66</b>	<b>\$16.88</b>	<b>\$18.10</b>	<b>\$19.32</b>	<b>\$20.54</b>	<b>\$21.78</b>

For the 2012-13 year, members will receive a 1% off schedule payment.  
All wages will be paid by direct deposit to a financial institution.

# INDEX

## A

Absences, 11  
Association  
Days, 3  
Payroll Deduction, 4  
Rights, 3  
Association Representatives, 3  
Association Rights, 2

## B

Bereavement Leave, 11  
Bullard-Plawecki  
Right to Know Act, 22

## C

Classifications  
Group, 5  
Compensation, 16  
Education, 18  
Longevity, 16  
Mileage, 16  
Overtime, 17  
Retirement Pay, 17  
Conferences  
Special, 24

## D

Disability, 11  
Discipline, 21  
Discharge, 21  
Just Cause, 21  
Probationary, 21  
Suspension, 21  
Discrimination, 4  
Conditions of Employment, 4  
Grievance, 4  
Hours, 4  
Negotiations, 4  
Terms, 4  
Wages, 4  
Discharge  
Management Rights, 3  
Dues, 4  
Payroll Deduction, 4  
Duration of Agreement, 26  
Duties and Responsibilities, 2

## E

Education, 18  
Emergency Closing, 6  
Employee Rights, 2  
Evaluation, 21

Performance Notice, 21  
Schedule, 21  
Written, 21

## F

Facilities  
Association Representatives Use of, 2  
School Use of, 2  
Fee Payer, 8

## G

Grievance Procedure, 22  
Definition, 22  
Level 1, 23  
Level 2, 23  
Level 3, 23

## H

Holiday  
Overtime Pay, 15  
Vacation, 15  
Holidays, 14  
Paid Days, 14

## I

Insignia Pins, 2  
Insurance, 18  
Dental, 19  
Group Life, 19  
Group Long-Term Disability, 19  
Medical, 18  
Plan A, 19  
Plan B, 20  
Survivor Benefits, 19  
Vision, 20  
Worker's Compensation, 20

## J

Jury Duty, 12  
Just Cause, 20

## L

Layoff, 9  
Association Officers, 9  
Bumping, 9  
Longevity, 16  
Termination (computing of), 17

## M

Management Rights, 3  
Demotion, 3  
Discharge, 3  
Dismissal, 3  
Promote, 3  
Transfer, 3  
Maternity Leave, 13  
Medication, 7  
Military Leave, 13

## N

Negotiation Procedures, 24  
Non-Discrimination Clause, 4

## O

Overtime, 17

## P

Paid Days, 11  
Bereavement, 11  
Disability, 11  
Jury Duty, 12  
Personal Business, 12  
Sick Leave, 11  
Payroll Deduction, 3, 4  
Personal Business  
Definition, 12  
Postings, 10  
Printing of Contracts, 25  
Probation, 8  
Holiday, 14  
Transferred Employee, 8  
Promotion, 10  
Seniority, 8

## R

Recall, 9  
Recognition, 1  
Retirement, 7  
Pay, 17

## S

Safety, 7  
Salary  
Schedule, 27  
Save Harmless Clause, 4  
Seniority, 8  
Bumping, 8  
Frozen, 8

Layoff, 9  
List, 9  
Loss of, 8  
Promotion, 10  
Recall, 9  
Transfer, 10  
Vacation, 15  
Sick Days  
Bereavement, 11  
Personal Business, 12  
Sick Leave, 11  
Additional Sick Days, 11  
Doctor's Statement, 11  
Personal, 11  
Quarantine, 11  
Vacation, 15  
Subcontracting, 3  
Substitute Employees, 25

## T

Temporary Employees, 25  
Termination, 4  
Transfer, 10  
Management Rights, 3  
Probation, 10  
Seniority, 8

## U

Unpaid Days, 12  
Association Leave, 12  
Holiday, 14  
Leave of Absence, 12  
Maternity Leave, 13  
Military Leave, 13

## V

Vacancies, 10  
Vacation, 15  
Advanced Pay, 16  
Holiday, 14

## W

Witnesseth, 1  
Work Year, 5  
Conditions, 7  
Emergency Closing, 6  
Extended, 5  
Hours, 6  
Seniority, 8  
Worker's Compensation, 20  
Working Conditions, 7  
Safety, 7