

AGREEMENT

between

LANSING SCHOOL DISTRICT

and

LANSING ASSOCIATION OF EDUCATIONAL
SECRETARIES

2013-2018

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ARTICLE I

RECOGNITION

- 1.01 The Board hereby recognizes the Lansing Association of Educational Secretaries (LAES), hereinafter referred to as the "Union", as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "secretary" when used hereinafter in this Agreement shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.
- 1.02 The following secretarial personnel comprise, by way of illustration, this bargaining unit: Secretaries, Financial Transactions Clerks, Library Technicians, Data Entry Clerks, Office Service Clerks and all other personnel placed on the secretarial wage schedule, but excluding eight (8) unclassified secretaries, substitute secretaries and supervisory personnel.
- 1.03 The Board agrees not to negotiate regarding the terms and conditions of employment for bargaining unit members with any individual member of the bargaining unit or any organization other than the LAES for the duration of this Agreement.
- 1.04 The parties agree to the removal of the 3.4 positions listed below from the bargaining unit. However, the Association does not waive its right to challenge unit placement of additional similar positions in the future (i.e., over and above the ratio existing after this TA is executed).
- Human Resources Front Desk Secretary (1.0)
 - Human Resources Personnel Records Clerk (1.0)
 - Human Resources Staff Coordinator (.4)
 - Technology Department Secretary (1.0)

ARTICLE II

COMPENSATION

- 2.01 The hourly wages of secretaries covered by this Agreement are set forth in the Appendix A which is attached to and incorporated in this Agreement.
- 2.02 Authorized overtime worked in excess of eight (8) hours in one day or forty (40) regular hours in any one week shall be paid for at time-and-one-half of the regular rate.
- 2.03 When overtime is required, reasonable notice shall be given to the secretary involved, except in extenuating circumstances.

- 2.04 A secretary engaged during the working day in negotiating in behalf of the Union with representatives of the Board or participating in any grievance procedures which are scheduled by the Board or the Administration, shall be released from regular duties without loss of salary.
- 2.05 The parties agree that the furlough days that were present during the 2012-13 school year (Friday before President's Day and Memorial Day) shall continue in the 2013-14, 2014-15 and 2015-16 school years.
- 2.06 Unless the conditional increase TA is triggered, the parties agree that for the school years 2013-14, 2014-15 and 2015-16, there shall be no wage increase applied to the salary schedule or other rates of compensation defined in the collective bargaining agree (CBA). The salary schedule shall remain the same as was utilized for the 2012-13 school year. The members of LAES shall remain at the same salary step for each year of this contract (wages through June 30, 2016). There shall be no additional compensation paid after June 30, 2016 unless the parties mutually agree.
- 2.07 If the audited General Fund Balance as of June 30, 2013 and/or as of June 30, 2014 and/or as of June 30, 2015, exceeds Ten Million Dollars, the parties shall meet and agree on allocating 1.88% of the amount in excess of Ten Million Dollars to LAES in on or off schedule compensation (inclusive of FICA and MPERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step increments. It is also understood and agreed that one-time revenue increases support only off schedule salary payments (*i.e.* "stipends"). Furthermore, there shall be no "on schedule" increases if there is an operating deficit in the fiscal year in which the payment is made.

Definition of Terms

"General fund balance" will be equal to the unassigned general fund balance (see audit report). This means, total fund balance, less non spendable designations (i.e. prepaid expenditures and inventories) less Restricted, less Assigned (i.e. allocated to cover budget deficit in subsequent year)

"General fund expenditures" used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: "Total expenditures" and under "Other financing sources (uses)" see "Transfers out"). Total Expenditures plus transfers out (note: transfers in are revenues – i.e. incoming from food service and proceeds from sale of capital assets would be excluded per the paragraph before.

For Example: Per the audit report for the year ended June 30, 2012: Total expenditures: \$148,767,353 plus transfers out \$969,000 = Total General Fund expenditures of \$149,736,353.

ARTICLE III

HOURS OF WORK

- 3.01 The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday.
- 3.02 The lunch period will normally be scheduled for one hour. However, beginning the first week after school closes to the first week before school opens in the fall, the lunch period will be scheduled for one-half hour unless mutually agreed otherwise by the secretary and immediate supervisor. Upon the request of the Union, the employer agrees to meet and confer to discuss disputes arising out of the implementation of this language.

ARTICLE IV

PROBATIONARY PERIOD

- 4.01 New secretaries hired into the unit shall be regarded as probationary secretaries for the first six (6) months of active employment.

ARTICLE V

FILLING OF VACANCIES

- 5.01 The major responsibilities and qualifications of each occupational index by class listed in Appendix B of the Agreement are identified in the Lansing School District's May, 1979 Classification Plan for the Clerical-Secretarial Service and serve as official class specifications. The Board retains the exclusive right to determine and assign the responsibilities, duties and tasks performed by bargaining unit members. In the event the Board intends to significantly alter the major responsibilities of an existing position or create a new position not previously in existence, the Board shall notify the Union fourteen (14) calendar days prior to implementation of such change(s) and provide the Union the opportunity to meet and confer the effect of the change with the Board.
- 5.02 A. Newly created positions and vacancies within the bargaining unit shall be advertised for bargaining unit personnel and others through position vacancy notices posted in each building, on the Human Resources website, Jobs Hotline, and a copy to the Union. An applying employee meeting the minimum posted qualifications will be interviewed by a selection panel appointed by the employer, unless the number of bargaining unit applicants is unreasonably large. Applying employees not meeting the minimum qualifications will be so notified prior to the interviews. In determining the individual to be selected for the position, consideration shall be given in accordance with the secretarial/clerical selection grid in Appendix F. The employer shall provide the Union with a written list of the applicants and the name of the successful candidate within 10 working days of the appointment. Unsuccessful Union candidates shall also be notified in writing

of their non-selection and the name of the successful candidate within the same time period.

- B. Vacancies in level IV and level V positions will not be filled by a non-bargaining unit applicant unless no internal applicant possesses the minimum qualifications, or the selected non-bargaining unit applicant scores more points than all qualified internal applicants as determined by the secretarial/clerical selection grid.
- C. This section shall apply to vacancies which are newly created positions and vacancies which are not filled by the recall of laid off secretaries pursuant to Section 14.03. However, a vacancy shall be posted in accordance with this section, rather than filled by the recall of a laid off secretary, if the vacancy involves more work weeks than the position held by the laid off secretary at the time he/she was laid off.

- 5.03
- A. Secretaries normally assigned to specific locations may expect to enjoy continuity in such assignments, except in instances where the school administration determines lateral transfers are required or will allow the Board to provide better service to the students and/or community. If a lateral transfer is determined to be required or appropriate by the school administration, a committee comprised of 3 LAES members and 3 District representatives shall be convened as soon as possible to deliberate on the transfer request. The District shall provide the basis for the transfer request to the committee in writing. The committee shall then deliberate and vote upon the request. For voting purposes, all members of the committee must be present to establish a quorum. A majority vote of the committee shall be binding on all parties and is not grievable. In the event of a draw, the superintendent shall make the final decision. The superintendent's decision may be grieved. However, the grievance must be filed at Step 3 and may not be advanced to binding arbitration. After the preceding steps have occurred, the Union and affected employee(s) will be notified thirty (30) days, or more if possible, before the change is implemented. Transfers that would result in a decrease or increase in compensation (i.e. weeks, hours, or pay rates) are not permitted under this Article.
 - B. Secretaries that have elementary school assignments may expect to enjoy the continuity referenced above. However, if their current administrator has been assigned a lateral transfer from one elementary school to another, the secretary to the administrator may have the option of transferring with the administrator or staying at the current job location. If there is a secretarial employee at the second location that would be displaced and the two secretaries cannot agree which employee will be reassigned, the employee with the greater amount of Union seniority shall be allowed the final choice.
 - C. The Board reserves the right to temporarily reassign or temporarily transfer employees from one division to another division within a department and to train employees so that they are able to work in other divisions. Section 5.03 C does not apply to the reassignment or transfer of a building secretary to another building secretarial position because Section 5.03 A covers that topic.

For purposes of this Section, temporarily shall be defined as ninety (90) work days or less. The Board shall have the right to make a temporary reassignment or transfer in status within classification in accordance with this Section for more than ninety (90) work days only if it conducts a special conference with the affected employee(s) and Chief Steward for the purpose of discussing the reassignment or transfer and the need to exceed ninety (90) work days. An employee who is temporarily reassigned or temporarily transferred for purposes other than training shall be trained to perform the duties of his/her new assignment and the reason(s) for the reassignment or transfer. At the time of a temporary reassignment or temporary transfer, the employee and Chief Steward shall be advised, if possible, of the estimated duration of the new assignment. In the event of a temporary reassignment or temporary transfer, the Board shall arrange for the performance of the duties of the position from which the employee is temporarily reassigned or temporarily transferred. This section shall not be construed as limiting the Board's rights to make permanent reassignments or transfers in connection with the filling of permanent vacancies which are posted pursuant to Section 5.02 A.

- 5.04 If a secretary is forced from a position due to a transfer and there are no job openings in the secretary's classification or a higher classification, the secretary would be paid his/her existing salary in a lower classified job until the secretary could be offered or assigned to a job in the secretary's classification or a higher classification.
- 5.05 New hires shall not be eligible to compete with other bargaining unit members for promotion or transfer until they have completed one year of service with the District as a member of the bargaining unit. No member of the bargaining unit may compete with other bargaining unit members for promotion or transfer within one year of being promoted or transferred. Exceptions to this provision may be made by mutual agreement between the Board and the Union.
- 5.06 The Board declares its support of a policy of promotions from within its own secretarial staff.
- 5.07 The Board will make a good faith effort to post and fill all new and vacant positions in a reasonable period of time unless the Board determines that a vacant position should be eliminated or not filled. The Board will not use temporary employees to avoid the creation of a new position except where it can be shown that the work satisfies one of the following definitions: (1) It is of a seasonal nature, temporary in duration, and the placement shall in no event exceed a total of twenty (20) weeks for the intended purpose; (2) It is of a temporary nature, the purpose is not anticipated to be recurring in nature, and the placement shall not exceed twenty (20) weeks without mutual agreement by the parties to extend the temporary placement; or (3) It is of a temporary nature, to assist the regular work force with normal periods of heavy work load off and on during the year, and the use of the temporary employee(s) shall not exceed a total of twenty (20) weeks during any fiscal year. This provision shall not alter the Board's practice of determining whether and when to declare a vacancy in a position from which the incumbent has taken a leave of absence. This provision

shall not be interpreted as impacting the use of temporary employees to substitute for bargaining unit members.

- 5.08 An LAES representative will be invited to interviews for bargaining unit positions but they shall not participate in the process.

ARTICLE VI

COMPENSABLE LEAVE

- 6.01 All secretaries shall be allowed one day of sick leave per month of employment to be used for personal illness or injury. By way of example, i.e., an eight (8) hour a day employee earns eight (8) hours of sick leave per month; a six (6) hour a day employee earns six (6) hours of sick leave per month.
- 6.02 Each secretary shall be entitled to up to one hundred (100) days of accumulation on the unused portion of each year's sick leave which shall be available to the secretary in future years, provided, however, that employees who had more than one hundred (100) days of accumulation at the time of this Agreement may retain the hours or days of accumulation in excess of one hundred (100) days.
- 6.03 Secretaries unable to perform their duties because of illness should notify their immediate supervisor before or at the start of the work day.
- 6.04 Other approved absences with pay, but chargeable against the secretary's sick leave, shall be granted for the following reasons:
- a. Absence necessitated by exposure to contagious diseases in which the health of students or other employees would be impaired by the secretary's attendance on duty.
 - b. A maximum of five consecutive days for critical illness in the immediate family, unless the attending physician verifies that the secretary needs to participate in the care of the critically ill member of the immediate family. Immediate family shall include the secretary's spouse, children, parents, foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care the secretary is principally responsible.
 - c. A maximum of five consecutive days for death in the immediate family.
 - d. One day, except when travel requires an additional day, for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance.
- 6.05 When a secretary is absent and has no sick leave to cover such leave, the secretary may, with the approval of the immediate supervisor and the chief administrator for personnel matters and/or designee, have the day or days charged against earned vacation time.

- 6.06
 - a. Each secretary shall complete an Employee Time and Absence Record for each absence, such statement to be filed in the immediate supervisor's office.
 - b. The immediate supervisor may request a physician's statement for an absence of five (5) or more days' duration.
 - c. Medical verification of disability may be required for absences immediately before or following a secretary's non-scheduled workday(s) or where a secretary's attendance record shows frequent absences. In such cases, the secretary shall be notified in writing of the need for such verification prior to the absence for which the verification is required.
- 6.07 Any secretary who willfully violates or misuses this Compensable Leave policy shall be subject to disciplinary action.

ARTICLE VII

LEAVE DAYS WITH PAY

- 7.01 Two (2) leave days (16 hours), with pay, shall be granted annually to each full-time employee on the employment rolls as of July 1. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

Secretaries working less than eight (8) hours per day shall be entitled to a pro-rata share of leave days with pay granted to full-time employees.

- 7.02 The leave days with pay, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to the employee in increments of not less than two (2) full hours. (See Memorandum of Understanding, Appendix D, page 36)
- 7.03 The leave days with pay, or any fraction thereof, shall not be utilized during an absence for sick leave, or during any other leave of absence.
- 7.04 An employee taking a leave day with pay shall file a notice of the intent to take such day with the secretary's immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency*). Such notice shall include a statement of the reason for such leave.
- 7.05 A. Leave day with pay shall not be used for:

1. Recreational pursuits, shopping or pleasure trip with spouse (including accompanying spouse on business trip).
 2. Other employment or seeking new employment.
 3. Child care, except for time associated with taking children to appointments during the business day that are not covered by section 6.04 B., such as medical, dental and optical.
 4. Any other leave provision in this Agreement.
- B. Requests for leave days with pay may be denied for:
1. The day before or the day after a holiday, holiday-related or vacation day.
 2. The first and last week of each semester.

7.06 In the event an employee does not use a portion of the leave day with pay, that unused portion shall be transferred to the secretary's regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

*An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should make, and has made, every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

ARTICLE VIII

VACATIONS

8.01 All secretaries working on a twelve-month basis shall receive an annual vacation with full pay based on the following schedule:

The first six years	2 weeks
Upon completion of 6 years	3 weeks
Upon completion of 12 years	4 weeks

8.02 Secretaries working less than twelve months, or less than eight (8) hours per day, shall be entitled to a pro-rata share of the vacation allowance granted to full-time employees.

8.03 Vacations shall be computed from July 1 through June 30th. The vacation allowance to which an individual is entitled shall be determined by the number of years of service the secretary has completed by June 30th of a given year.

8.04 Vacation allowance shall be pro-rated during the first year of employment to the nearest half day. (Based on 5/6 of a day per month of service to June 30th).

- 8.05 Secretaries working on a twelve month basis must use all accumulated vacation time except for a maximum of ten (10) days allowable carry-over. Secretaries working less than twelve months per year will be paid their full vacation allowance the last pay in June or the first pay in July.
- 8.06 Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the secretary. Vacations during the summer months shall be limited to three weeks unless otherwise agreed.

ARTICLE IX

HOLIDAYS

- 9.01 The following days shall be recognized and observed as paid holidays:

Independence Day
Labor Day
The Day before Thanksgiving Day*
Thanksgiving Day
Day after Thanksgiving
Christmas Day (all)
New Year's Day (all)
Martin Luther King Jr. Birthday*
President's Day*
Memorial Day

*These holidays will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

- 9.02 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

- 9.03 In addition, the following holiday-related time off with pay will be granted:

Day before Christmas
Day before New Year's
Good Friday (all)

- 9.04 Secretaries shall be expected to work the day preceding and following a holiday to be eligible for holiday pay. Secretaries working less than 52 weeks shall be eligible for holiday pay on Good Friday, Christmas Day, and New Year's Day provided they work their scheduled work day preceding and following this holiday.

- 9.05 Holidays occurring during the vacation period shall not be charged against vacation allowance.
- 9.06 Short-year employees working in a school which is closed on the Presidents' Day holiday will be excused without pay on that day. The work year calendar for employees so affected will be extended by one (1) day at the end of the school year so that they will not experience a loss in annual wages. Additionally, such employees may request use of vacation time on Presidents' Day, pursuant to the terms of Article VII, Vacations.

If any other District employee group is granted a paid holiday on Presidents' Day during the term of this agreement, the Union may seek to reopen this agreement to negotiate the same paid holiday in exchange for a savings offset elsewhere in the contract.

ARTICLE X

REST PERIODS

- 10.01 All secretaries shall be allowed a rest period away from the desk for each four (4) hour work period, for a period not to exceed fifteen (15) minutes each time.
- 10.02 This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

ARTICLE XI

INSURANCE PROTECTION

- 11.01 LAES members may select one of the following three MESSA plans:
- MESSA Choices II \$500/\$1,000 deductible \$20.00 OV Saver RX
 - MESSA HAS ABC Plan 1 \$1,250/\$2,500 deductible
 - MESSA HAS ABC Plan 2 \$2,000/\$4,000 deductible

There shall be no double health insurance coverage within the District. If an employee's spouse is employed by the District, only one of them may elect District provided health insurance. However, if the election of double health coverage results in a savings to the District, double health coverage shall be permitted.

Plan B benefits shall be fully funded at 90% by the District, 10% by the member. However, if any other bargaining unit contributes less than 10% of the cost of Plan B benefits, LAES members' contribution towards Plan B benefits shall be reduced to the percentage level paid by the unit paying the least amount.

Eligible employees not receiving health insurance as set forth above will receive \$120.00 per month additional compensation. Cash-in-lieu for new and existing

cash-in-lieu recipients shall be increased to \$200 per month beginning November 1, 2012, provided that at least 2 LAES members who elected full family health coverage during the 2011-2012 school year (or the equivalent thereof) each select cash-in-lieu during the 2012-2013 school year. Cash-in-lieu shall be increased to \$300.00 per month provided that at least 3 LAES members who elected full family coverage during the 2011-2012 school year (or the equivalent thereof) each select cash-in-lieu during then 2012-2013 school year. For those who select cash-in-lieu during the open enrollment period, cash-in-lieu payments shall commence November 1, 2012. If the above threshold requirements are met after the open enrollment, the cash-in-lieu shall be increased not later than 60 days following the date the threshold was satisfied. The increase shall be retroactive to the first day of the month following the date the threshold was met.

11.02 Part-time Secretarial Employees (4 or 5 hours):

Part-time secretarial employees are eligible to participate in the flexible benefit plan provided above. The Board's contribution shall be 50% of the amount provided to full-time employees.

11.03 Employees wishing to purchase a Tax Sheltered Annuity (Section 403-B IRC) may do so through any of the Board approved carriers by a Salary Reduction Agreement between the Lansing School District and the employee.

11.04 Dental Care Insurance Plan:

- a. The Board shall provide Delta Dental Plan of Michigan (Plan D) for all full-time secretarial employees.
- b. Employees must work thirty (30) or more hours per week to be eligible for Dental Insurance.

11.05 Vision Care

Vision care will be provided to all employees and their dependents (children 19 to 25 are covered provided they are full time students or meet Federal IRS rules for dependency).

Coverage: The vision reimbursement plan will pay 80% of reasonable and customary services for examinations, frames, lens, or contact lens following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye.

Contact lens for cosmetic purposes are not covered. However, if the insured individual chooses contacts in lieu of glasses, an allowance of \$80.00 will be made towards their cost, including examinations.

The vision care benefit will be provided once in the 12-month policy year for eligible persons.

11.06 Each member of the bargaining unit shall be provided, at the Employer's expense, \$20,000 in life insurance benefits, to be payable upon the death of the employee.

11.07 The parties agree that, commencing July, 1, 2013, and continuing through June 30, 2016, the District shall pay the maximum amount towards the cost of medical insurance premiums for each eligible employee within the LAES bargaining unit during each school year as is permitted per PA 152 of 2011. For 2012-2014, the contribution shall be a combined aggregate of \$5,692.50 for employees with single coverage; 11,385 for employees with individual and spouse coverage; 15,525 for employees with family coverage. The aforementioned amounts for 2013-14 shall increase by the maximum allowed under Section 3 of PA 152 of 2011 (medical component of CPI) during both 2014-15 and 2015-16 school years.

The District and LSEA agree that the District shall allocate or smooth the aggregate amounts as mutually agreed with the LAES in the manner done during 12-13. LAES and the District shall meet periodically to discuss the allocation/smoothing of the premium and to assure compliance with 2011 PA 152. The District's contribution continues to be pro-rated for less than full-time employees pursuant to the terms and conditions of the existing agreement, and based upon actual dates of employment.

Employees electing medical insurance shall pay the difference, if any, pursuant to the District's Internal Revenue Code section 125 plan, unless the employee is participating in one of the offered MESSA ABC high deductible plans.

If the LAES decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LAES unit, it shall not result in an increase or decrease in the District's premium costs established in paragraph one (1) above. Before any changes in benefit design are effective, eligible employees will receive at least 60 calendar days advance notice of the change, as currently required by federal law.

The above provisions expire June 30, 2016; thereafter, the District's costs towards medical insurance premiums shall not increase or decrease unless the parties otherwise mutually agree.

The parties also agree that if the District's funding is reduced for allocating the agreed upon full family cap amount towards the aggregate pool under PA 152 of 2011 for individual and one child subscribers, the District shall escrow (absent injunctive relief) the difference between the agreed upon full family cap amount and the agreed upon individual and spouse cap amount. In the event a court of competent jurisdiction determines that the full family amount is inclusive of individual and one child subscribers, then the escrowed amounts plus interest shall be remitted back to LSEA members to reimburse excess out of pocket premium contribution amounts incurred. The remittance shall be consistent with the smoothing formula in place during the period of escrow, if any.

If a court of competent jurisdiction determines that individual and one child is inclusive of individual and spouse under PA 152 of 2011, then the parties shall reconvene to calculate and adjust the smoothing based upon the modified aggregate pool.

ARTICLE XII

LEAVES OF ABSENCE

12.01 Leave of Absence for Reasons of Health

Any secretary whose personal illness extends beyond the period compensated under Article VI (Compensable Leave) and accumulated vacation time shall be granted a leave of absence without pay for such a period of time, which in accumulation with absence with paid sick leave and accumulated vacation time shall not exceed one year. One additional year may be granted by mutual agreement between the Union and the Board. (Secretaries with less than one year of service will be eligible for a leave under this provision, which does not exceed the length of their employment with the District.)

Upon return from such leave, a secretary shall be assigned to the same position, or a position of like nature, if available. Before the secretary returns from such a leave of absence, the Board may require a certificate of good physical and mental health.

12.02 Leave of Absence for Illness in the Immediate Family (as defined in Compensable Leave Article)

Any secretary who, due to illness in the immediate family which necessitates that the secretary be away from the work station for an extended period of time shall be granted a leave of absence without pay not to exceed six (6) months. In cases involving terminal illness, secretaries with at least one year of service may request a leave extension of six (6) additional months.

12.03 Maternity Leave (without pay)

- a. If the secretary desires a leave of absence, the secretary must file a written request with the Personnel Office at least thirty (30) days prior to the anticipated date of such leave.
- b. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
- c. After the termination of pregnancy, the secretary shall be permitted to return from leave. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the secretary must provide a physician's certification that the secretary is physically sound

and able to perform all normal duties of the secretary's position. The Board may choose at its option and expense to have the secretary examined by the Board's physician prior to the secretary's return to work.

- d. Section 12.06 of this Article shall not be applicable to maternity leaves.

12.04 Adoptive Leave

Any secretary may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the secretary desiring leave shall apply to the Human Resources Office for an adoptive leave which shall commence when the secretary assumes custody of the child and shall continue for a stated period not to exceed one year. (Secretaries with less than one year of service will be eligible for a leave under this provision which does not exceed the length of their employment with the District.)

12.05 Military Leaves of Absence

Secretaries who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted and all accumulated compensable leave acquired prior to entry into the service will be reinstated. Military Leaves of Absence and credit on the salary schedule shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment. The provisions set forth in other sections of this Article shall not be applicable to this section.

12.06 Notification of Return from Leave of Absence

- a. A secretary returning from a leave of absence must notify the Human Resources Office at least two (2) weeks before the expiration date of the leave of the date of return in order to permit planning, scheduling, and placement.
- b. Failure of the employee to report to work during the three consecutive work days immediately following the end of the leave shall constitute a voluntary separation. The Human Resources Officer or their designee may review emergency situations.

12.07 Leaves for Other Purposes

- a. Jury Duty - The secretary who receives a jury duty interview and appearance notice must notify the Human Resources Office within one (1) school day of such notice. If any secretary is summoned and reports for jury duty, the secretary shall be paid the difference between the amount received as a juror and the normal week's pay, provided the secretary is available for work within the regular work schedule when not occupied for jury duty. It is understood and agreed that a secretary shall

be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the secretary must furnish the employer with a written statement from the appropriate public official listing the amount and the dates the secretary received pay for jury duty. Any secretary found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action. Said disciplinary action is not subject to the Grievance Procedure.

- b. Witness Duty - A leave of absence with full pay not chargeable against the secretary's sick leave shall be granted for a court appearance when subpoenaed as a witness in any case connected with the secretary's employment or the school, provided the secretary is not a plaintiff in the suit and provides to the District a copy of the subpoena and any sums received as subpoena fees. The secretary may retain all mileage reimbursement fees.
- c. Union Leave - Leaves of absence with or without pay may be granted for Union duties by the mutual consent of the Union and the Human Resources Officer or designee.
- d. Miscellaneous - Leaves of absence without pay may be granted for other reasons deemed appropriate, provided they do not exceed one (1) year.
- e. Parental Leave - A parental leave of absence shall be granted upon the following conditions:
 - 1. The leave shall be for a stated period not to exceed one (1) year (or the length of the secretary's employment, whichever is shorter).
 - 2. Upon completion of the leave, the employee will return to a level position from which the secretary left provided there is one available and provided the secretary meets the minimum qualifications of the position.
 - 3. Should there be no appropriate level position available the employee will continue on parental leave until such time as an appropriate level position opens for which the employee is qualified. At that time the employee must return to work or be terminated.
 - 4. During this parental leave, the employee will be allowed to serve as a substitute secretary.
- f. Family and Medical Leave Act of 1993 - The Board shall extend such additional considerations and benefits to secretaries as are required by the Family and Medical Leave Act.

- g. If any secretary takes advantage of the benefits of the law, the Board may require the employee to use all but five (5) days of his/her compensable leave bank during the leave.

12.08 Return from Leave

Upon return from leave, a secretary shall be assigned to the same position or an open position of the same nature. If this is not possible, the return to work shall be accomplished as follows:

- 1. The secretary will be placed in any open position, or the first position available in a lower classification at the same or lesser weeks of his/her original position. He/she shall receive the hourly rate and corresponding benefits of his/her classification at the time the leave began.
- 2. She/he will have the right of refusal for the first opening available in his/her original classification.
- 3. He/she will be offered the next available position in his/her original classification. If this position is refused the secretary shall stay in the current position at the current position's classification and pay.

ARTICLE XIII

LONGEVITY

13.01 Longevity payments shall be paid in a lump sum on the first pay period in December of each year.

13.02 Longevity payments will be made to each employee according to the following schedule based on the years of service with the employer as of December 1st of any given year. Longevity shall be prorated in the case of death, retirement and resignation.

a.	After five years through nine years	\$352
b.	Beginning ten years through fourteen years	\$546
c.	Beginning fifteen years through nineteen years	\$741
d.	Beginning twenty years and over	\$933

ARTICLE XIV

LAYOFF AND RECALL DEFINED

14.01 Layoff is defined as a reduction in the work force. Prior to layoff of any bargaining unit member, the employer shall eliminate the use of all substitute or temporary employees who are performing work in this bargaining unit, except that any substitute or temporary employee engaged in working on a special project shall be allowed to complete the work of that project not to exceed a period of sixty (60) days.

- a. The Union will be given not less than fifteen (15) calendar days' notice of intent to layoff, listing the classification, program, work assignment, and work location affected, and will be given the opportunity to immediately meet and confer to discuss the circumstances with the employer. This discussion shall not unduly delay or hinder the employer's ability to implement a layoff. Failure of the parties to meet shall not prevent the employer from implementing the layoff.
- b. A secretary shall be given at least fifteen (15) calendar days' written notice of layoff. Secretaries subsequently displaced, if any, shall be notified of such displacement as soon as possible, but not less than one working day after the more senior secretary has exercised the right to displace.

14.02

In any reduction of the secretarial staff, an employee will be provided the opportunity to use bargaining unit seniority as follows:

- a. First, to displace the least senior person in a position at the same level provided:
 - 1. the secretary possesses the necessary ability to perform the work adequately, with minimal instruction; and
 - 2. the secretary displaced is junior in bargaining unit seniority.
- b. Second, in the event the member is unable to displace another at the same level, to displace the least senior person in a position at the next lower level, provided:
 - 1. the secretary possesses the necessary ability to perform the work adequately, with minimal instruction; and
 - 2. The secretary displaced is junior in bargaining unit seniority.
- c. Third, the use of seniority set forth in (b) may be repeated at each succeeding lower level.

Any secretary who is displaced may use bargaining unit seniority in the same manner.

Upon notification of layoff or displacement, the secretary will be advised as to the position under (a), (b) or (c) above to which displacement rights may be exercised.

The use of bargaining unit seniority to displace another employee must be exercised within five (5) working days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

- 14.03 Secretaries on layoff shall retain their seniority for a period of two years or length of seniority in the bargaining unit on the date of layoff, whichever is shorter. Those secretaries having the greatest seniority shall be recalled first, provided:
- a. A secretary shall not be entitled to recall to a vacancy in a higher level than the secretary's level on the date of layoff.
 - b. The secretary must possess the necessary ability to perform the work adequately with minimal instructions. If the vacancy is in the same classification held on the date of layoff, it will be presumed that the secretary possesses the necessary ability to perform the work adequately with minimal instruction.
- 14.04 See Appendix G for the implementation of the layoff and bumping procedure.

ARTICLE XV

RESIGNATION

- 15.01 Any secretary desiring to resign shall file a letter of resignation with the Human Resources Office at least ten (10) working days prior to the effective date.
- 15.02 Any secretary who resigns from his/her position in the manner described in Paragraph 15.01 of this Article maintains the secretary's right to earned vacation time and earned longevity pay.

ARTICLE XVI

RETIREMENT

- 16.01 All employees are covered under the Michigan Public School Employees Retirement System.

ARTICLE XVII

RETIREMENT PAY

- 17.01 Having reached the age requirements of the Michigan Public School Employees Retirement Plan and having completed at least ten (10) years of service with the Lansing School District, or upon death, the employee or beneficiary shall receive a lump sum payment computed by multiplying the employee's daily rate by fifty percent (50%) of accumulated sick leave days, but not to exceed \$1,500.

ARTICLE XVIII

WORKER'S COMPENSATION

- 18.01 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first seven (7) days following the date of injury.

Beyond the seventh day, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a prorata basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

- 18.02 All on-the-job accidents or injuries must be immediately reported to the on-duty departmental supervisor.

ARTICLE XIX

INCLEMENT WEATHER

- 19.01 When it is necessary for the Superintendent of Schools to close schools because of inclement weather, every effort shall be made to make such public announcement by 6:30 A.M.

- 19.02 On days when schools must be closed because of inclement weather, unless instructed otherwise through a public announcement, all secretaries shall report to assigned stations at the regular time or as soon thereafter as safe travel conditions will permit. Secretaries who report to work before 12:00 noon will be paid for a full day. Secretaries who are unable to report to work by noon shall notify their immediate supervisor at the earliest practicable time. When a secretary is unable to report to work before noon due to inclement weather school closure, one-half day shall be deducted from his or her sick leave to receive full compensation for the entire day.

- 19.03 Should the District find it necessary to close school due to inclement weather during the school day, secretaries will be excused by the administrator as soon as they have completed their responsibilities including the supervision and discharge of student and the administrator advises them their continued presence is no longer needed. Such early dismissal shall not result in deduction from sick leave, personal leave or salary.

19.04 In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits" during the school year associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as state above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

ARTICLE XX

PROTECTION OF SECRETARIES

20.01 Any case of employment-related assault upon a secretary, during working hours or arising out of an employment situation, shall be immediately reported to the Board of Education or its designated representative. The Board shall provide legal counsel to advise the secretary of the secretary's rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

Further, it is the intent of the District that any secretary who is found to be acting within the scope of their duties and responsibilities as an employee of the District will be covered by the District's liability coverage. Such coverage includes providing legal representation to Lansing School District employees who are named as a party to a lawsuit.

ARTICLE XXI

CONFERENCES AND WORKSHOPS

21.01 Secretaries will be granted released time with pay for attending conferences.

- a. The Board shall pay Sixty-Five Dollars (\$65.00) of the expenses for five (5) representatives of the bargaining unit designated by the Union to attend two (2) educational secretarial workshops.
- b. Request for deviation of the above shall be made to the Human Resources Officer or designee.

21.02 A secretary to be eligible to attend any conferences or workshops must have the approval of the immediate supervisor prior to submitting a written request to the officers of the Union. Final approval rests with the chief administrator for personnel matters and/or designee.

ARTICLE XXII

SPECIAL CONFERENCES

- 22.01 Special conferences for important matters will be arranged between the chief steward and the Human Resources Officer or designee, upon the request of either party. Such meetings shall be between the Union representatives and representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.
- 22.02 Whenever possible, conferences shall be held after normal school hours unless otherwise mutually agreed to by the parties. If conferences are called by the Board at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE XXIII

GRIEVANCE PROCEDURE

- 23.01 **Definition**
A claim by an employee or the Union that there has been a violation or misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- 23.02 **Representation**
At any stage of the grievance procedure, an employee is entitled to have Union representation present.
- Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Union has been given opportunity to be present at such adjustment. However, only the Union has the authority to carry a grievance to arbitration. Any settlement with an individual employee who chooses not to be represented will not set a precedent nor will that settlement be used in any similar case taken to arbitration by the Union.
- 23.03 **Time Limits**
- a. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.
 - b. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.

- c. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified ten (10) working day time limits shall also bar the grievance from further action under the grievance procedure. Working day is defined as any day the District's administrative offices are open for business.
- d. Time limits may be extended in any specific instance by mutual agreement in writing

23.04.1

Grievance Procedure:

Step One – All grievances must be presented promptly and no later than ten (10) working days from the date the employee/Union became aware or, by the exercise of reasonable diligence, should have become aware of the occurrence giving rise to the complaint. If the grievance is settled without Union representation, the Union shall be informed of the settlement.

The administrator shall have ten (10) working days after presentation of the grievance to respond.

Step Two – If the grievance is not resolved at Step One, the Union must within ten (10) working days of the administrator's answer, submit to the administrator a written grievance. The grievance shall include:

1. Specific section(s) of the Agreement alleged to have been violated.
2. Statement of facts giving rise to the grievance, inclusive of the members or group of employees involved.
3. Signature of the grievant(s) and steward(s).
4. Relief requested.
5. Date the grievances are filed.

The administrator shall give the Union a written answer in writing no later than ten (10) working days after receipt of the grievance.

Step Three – If the grievance is not resolved at Step Two, the Chief Steward or designee must submit the grievance within ten (10) working days to the chief administrator for personnel matters or his/her designee. Within ten (10) working days of receipt of the grievance, the chief administrator for personnel matters and/or designee shall meet with the Chief Steward, grievant, and the business agent of Local 214, when necessary, to discuss the grievance. A written answer shall be given to the Union with ten (10) working days of the meeting.

Step Four – If the grievance is not settled at Step Three, the Union shall provide written notice to the District within ten (10) working days of receipt of the Step Three answer that the grievance has been referred to the LAES's Grievance Panel to determine whether or not the grievance will be referred to arbitration. The Panel shall make its determination within sixty (60) calendar days of receipt of the Step Three answer. The District will be notified in writing within ten (10) working days of the Panel's decision.

If the grievance is to be processed to arbitration, the Union and the District shall select an arbitrator from the mutually agreed upon list of at least five (5) arbitrators in Appendix H of this Agreement according to the following procedure:

1. Each party shall alternate striking one (10) name from the panel of arbitrators until all arbitrators are eliminated except one (1). The arbitrator shall be selected for hearing the grievance.
2. The parties will alternate the initiation of the elimination process with each successive grievance.

Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Employer. Only arbitrators acceptable to both parties shall be placed on the list.

Arbitration hearings shall be conducted in accordance with the rules of American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

This Section shall not be construed as prohibiting the Board and Union from mutually agreeing to expedite a grievance or expedited arbitration of a grievance.

23.05 Powers of the Arbitrator

- a. It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish or alter salary schedules.

3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
 4. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
 5. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the Arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
 6. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievance, the Union or the Board during the first three steps of the grievance procedure.
- b. In the event that the case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - c. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be binding on the Union and the Board.
 - d. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

23.06 General Grievance Information

- a. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- b. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, or record dealing with a grievance shall be filed separately from the personnel files of the participants.
- d. A Union grievance report form can be obtained from a Union representative.
- e. No decision in any one case shall require a retroactive wage adjustment in any other case.

- f. No grievance shall be filed for or by any employee after the effective date of resignation.
- g. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- h. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- i. In the event the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, when such order does not involve unsafe acts.
- j. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Union representative.
- k. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
- l. If a grievance is filed by the Union, it may be processed initially as Step Three.

23.07 The Board shall grant the Chief Steward or Chief Steward's designee, a total of sixteen (16) hours per month, in addition to the time in A., above, without loss of compensation, as release time to perform the Union duties listed below:

- a. investigation, resolution and processing of grievances;
- b. investigation of working conditions;
- c. conferring with Board Representatives regarding the administration of this agreement; and
- d. conferring with the Union's attorney.

It is understood that this provision does not affect the practice of granting paid time off to Union Representatives to work on joint Union/Board Committees or to meet with Board Representatives when invited. The times referenced in this section shall not accumulate from month to month.

ARTICLE XXIV

UNION SECURITY

24.01 Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with

regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

- 24.02 All present employees who are members of the bargaining unit on the effective date of this Agreement shall, as a condition of employment, become obligated to either join the Union or pay a service fee in an amount equal to that portion of the Union membership dues which is related to the negotiation and administration of this Agreement. For present employees, this obligation shall commence on the date of execution of this Agreement; for future employees who become members of the bargaining unit, the obligation shall commence on the ninety-first (91) day following their date of entry into the bargaining unit.
- 24.03 The District agrees to deduct the Union membership initiation, assessment, and service fees, and, once a month, Union dues from the pay of those covered by this Agreement, in accordance with the Constitution of the LAES. These deductions shall occur only after the employees covered by this Agreement request, in writing, that such deductions be made. The amount to be deducted shall be certified by the Treasurer of the Union, whose identity shall be immediately made known to the District and the aggregate deductions of employees covered by this Agreement shall be remitted, together with an itemized statement indicating the composition of the remittance, to the Treasurer of the Union by the 15th of the month after which said deductions are made.
- 24.04 Accompanying the transmittal of monies deducted, the Board shall send a list of secretarial employees who have had monies deducted from their pay, the amount deducted from each secretarial employee and any other pertinent information necessary to administer this Article.
- Check-off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- 24.05 A secretarial employee shall cease to be subject to check-off dues/fees for this unit beginning with the month immediately following the month in which the secretary is no longer a member of the bargaining unit. The Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
- 24.06 Any employee who refuses to comply with the terms of this Article shall be subject to removal from the bargaining unit upon thirty (30) days written notice to the District from the Union.
- 24.07 The Union agrees to defend, indemnify and save the District, the Board, individual members of the Board, and Board's administrative employees harmless against any and all claims, demands, cause of action, suits, or other forms of liability which arise out of or relate to the Board's compliance with, or enforcement of, this Article of this Agreement.

24.08 The parties agree that if the District's funding is reduced/penalized by legislative action for extending Article 24, then the applicable sections of Article 24 shall be suspended (absent injunctive relief). If a member of the bargaining unit attempts to opt out consistent with the decision in MEA v Dame, 2003 WL 178808 (January 24, 2003) during the period of suspension, the District shall escrow applicable dues amounts. If funding is reinstated or a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 24 is unlawful, the suspension of Article 24 shall immediately be lifted and escrowed amounts plus interest shall be remitted to the Association.

If a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 24 is lawful, then the issue of whether to reduce employee compensation shall be determined by the Association. If the Association elects to reduce employee compensation to address the loss of revenue, the suspension of Article 24 shall immediately be lifted and escrowed amounts shall be remitted to the association. If the Association does not elect to reduce employee compensation to address the loss of revenue, then the parties agree that Article 24 shall be retained in the master agreement, but shall have no effect unless PA 349 of 2012 is repealed or funding is reinstated.

ARTICLE XXV

UNION AND SECRETARY RESPONSIBILITIES

25.01 All employees shall fully, faithfully, and properly perform the duties of their employment. All employees are responsible for acquiring and maintaining appropriate skills for their current assignments. If equipment or processes change, the District will provide the necessary training for the new equipment and processes.

25.02 All Union materials intended for distribution or display on any property under the management of the Board shall be identified as Union material before display or distribution.

25.03 In cases of absence, the secretary shall notify the secretary's immediate supervisor as soon as the secretary is aware of the need for a substitute. If the secretary cannot reach his/her immediate supervisor, the secretary shall leave a message at a predetermined number to be provided to each secretary in advance. The Board shall arrange for a substitute secretary, as needed, as determined by the Board.

25.04 No secretary will engage in Union activities during employee working hours except as provided by this Agreement or by mutual agreement of the parties.

ARTICLE XXVI

DISCIPLINE OF SECRETARIES

- 26.01 No secretary shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein and shall begin at step three. It is understood that the Board's decision to discharge or discipline a probationary employee for other than Union activity is not subject to the grievance procedure. It is further understood that reduction in work week days or hours, or layoffs or reclassification is not within the meaning of discipline.
- 26.02 Disciplinary action shall be defined as the administration of any written reprimand, suspension or discharge.
- 26.03 A secretary shall be entitled to have present a representative of the Union for any disciplinary action.
- 26.04 Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the secretary's personnel file, and a copy thereof given to the secretary.
- 26.05 After a period of two years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the secretary in matter of promotion, transfer or job status.
- 26.06 Whenever feasible, the employer shall establish an improvement plan in lieu of discipline where the employee's work performance is at issue.

ARTICLE XXVII

CONTINUITY OF OPERATIONS

- 27.01 The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a secretary from the secretarial position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the secretary's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- 27.02 In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.

27.03 The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

ARTICLE XXVIII

UNION AND SECRETARY RIGHTS

28.01 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretarial employee of the Board shall have the right freely to join and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power covered by the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

28.02 The Union and its members shall have the right to use school facilities for Union meetings during times when the building is serviced by the custodial staff upon approval of the Building Administrator. Reasonable use of existing bulletin boards may be made by the Union.

28.03 Duplication equipment shall be made available to the Union provided that:

- a. All such use shall be only when such equipment is not in use or needed for use, for educational or instructional purposes.
- b. Request is made and use is arranged for in advance.
- c. The use is strictly to service the official business of the Union, such as records, notices, correspondence, etc.
- d. The purpose is for internal business use of the Union and is not for public distribution.

28.04 The Union agrees to pay at school cost for all materials used for its purposes.

28.05 Telephone facilities shall be made available to secretaries for their reasonable use. Long distance calls shall be made only in emergencies, with the prior approval of the supervisor, and at the secretary's expense, if personal.

28.06 The Board agrees to furnish to the Union, in response to reasonable requests, Board adopted information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive proposals on behalf of the secretaries.

28.07 Secretaries shall be entitled to full rights of citizenship.

28.08 Officers of the Union

The Board shall grant an overall total of ten (10) leave of absence days without pay for the purpose of performing duties of the Union. The chief steward must give written notice for this request as early as possible, but in any event no less than three (3) days, to the Chief Administrator for personnel matters and/or designee and the immediate Supervisor of the affected secretary and no more than two (2) secretaries may be absent under this provision at one time.

- 28.09 Upon appointment with the Human Resources Office, secretaries shall have access to their personnel files up to three times each year to review any document prepared by the secretary, progress evaluation forms prepared by the supervisor, and other miscellaneous documents and information which are not received as privileged or confidential. Such records will be made available at the Human Resources Office and will not be removed from said office.
- 28.10 The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital or other legally protected status.
- The Union agrees to assist the Board informally to seek resolutions to problems associated with allegations of discriminatory treatment due to legally protected status. However, if a satisfactory resolution is not reached using internal procedures other than Arbitration, the affected employee(s) will be responsible to individually pursue such charges through procedures under Federal, State or local laws. This provision shall not be construed to create an obligation upon the Union to pursue such individual claims under the law.
- 28.11 The District will distribute an annual letter to administrators on the procedures for the dispensation of medication.

ARTICLE XXIX

BOARD RIGHTS

- 29.01 It is expressly agreed that the Board reserves all responsibilities, powers, rights and authority vested by law and the Michigan Constitution except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:
- a. Manage and control its business, its equipment, and its operations.
 - b. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - c. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
 - d. Determine the services, supplies, and equipment necessary to continue its operations.

- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees, including health conditions.
- g. Determine overall goals and objectives as well as the policies affecting the educational programs.

29.02 No provision of this Agreement shall be construed to limit the Board's exercise of those rights deemed to be management rights and prohibited subjects of bargaining under the Public Employment Relations Act.

ARTICLE XXX

NEGOTIATION PROCEDURES

30.01 Within ninety (90) days prior to the expiration of this Agreement the parties will meet to discuss any proposed ground rules. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.

30.02 In any negotiations described in this Article, neither Party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority in the course of negotiations or bargaining, subject only to such ultimate ratification.

30.03 This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

31.01 This Agreement shall supersede any rules, policies, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

31.02 Existing personnel policies pertaining to employees in this bargaining unit shall be subject to change only after:

- a. the Union receives a copy of such changes fifteen (15) work days prior to their implementation; and

b. No such change shall violate the rights, benefits, and conditions of the employees covered by this Agreement.

31.03 Copies of this Agreement shall be presented to all secretaries now employed or hereafter employed by the Board.

31.04 If any provision of this Agreement or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the parties agree to immediately negotiate for the purpose of discussing that portion of the Agreement deemed invalid.

31.05 If an error is made in the calculation of a secretary's salary which results in underpayment, the District shall be liable for the shortage. If an error should be made which results in overpayment to the secretary, the secretary shall be obligated to repay the District. Such liability on the secretary and the District shall be limited to each fiscal year. No deductions are to be made from the employee's longevity pay or vacation pay unless the employee agrees to it.

31.06 When a bargaining unit member assigned to a particular occupational index and class and/or the Union believes that significant changes in the responsibilities of that assignment have taken place, consideration of the reclassification of the assignment by the Reclassification Committee may occur. The Reclassification Committee will meet to review the possible reclassification of an assignment upon receipt of an Employee Classification Form and in accordance with "Guidelines for Filing a Classification Review Request and Operation of the Reclassification Committee." Any changes in the "Guidelines for Filing a Classification Request and Operation of the Reclassification Committee" are subject to the mutual consent of the parties.

31.07 When bargaining unit members dispense medication to students it shall be in accordance with Administrative Regulation No. 5141.3. Bargaining unit members shall not be required to administer medication by injection unless a life-threatening situation such as a bee-sting allergy requires the use of a pre-arranged antidote by injection and no administrator is available to administer the injection. Before being required to administer medication, bargaining unit members will be provided with appropriate training as determined by the administration, that may be needed to dispense medication on case-by-case basis. Although the duty to dispense medication shall not be construed to require a bargaining unit member to make a medical diagnosis regarding whether a treatment or medication should be administered, bargaining unit members shall dispense medication in accordance with the annual written instructions of a physician and it is recognized that such annual written instructions may include identification of objective conditions which shall trigger the dispensation of medication. The District will maintain its liability insurance which specifically provides coverage for all members involved in such responsibilities.

The parties will form a committee during the 2003-04 school year to review the current administrative regulation on distribution of medication, and to recommend any desirable changes to the Superintendent.

31.08 Bargaining unit members shall not be charged with school disciplinary responsibilities nor shall they be required to administer disciplinary punishment to pupils but shall have adult responsibilities in connection with student behavior.

If a building administrator is not available to deal with a disciplinary issue with a student, the secretary may contact the designated person in charge and notify them that a student has been sent to the office for disciplinary reasons. Public Safety may be contacted for assistance with a disruptive student.

31.09 New computer programs initiated and implemented by Technology and/or the State of Michigan that become part of the bargaining unit employees' responsibility should be added to their respective job descriptions and the District shall provide appropriate training with regard to the implementation of the program. It is understood that employees provided such training will be expected to use the skills they are taught, if requested to do so within a reasonable period after the training opportunity.

ARTICLE XXXII

DURATION OF AGREEMENT

With the exception of Article 24 (Union Security), all non-economic language in the collective bargaining agreement shall be effective July 1, 2013, and continue in effect until June 30, 2018. However, Article 24 shall be effective immediately upon ratification of this agreement and shall continue in effect until June 30, 2018.

FOR THE BOARD

FOR THE UNION

Guillermo Lopez 3-27-13 Kevin Cantu 3/27/13
President (date)

APPENDIX A - Contract Schedule LAES 2012-13 (2.71% - effective 9/21/12)

Grade	Step	2012-13	2012-13	197	211	216	221	226	260
		Rate (0%)	Rate (2.71%)						
I	1	10.88	11.17	17,603.92	18,854.96	19,301.76	19,748.56	20,195.36	23,233.60
I	2	11.45	11.76	18,533.76	19,850.88	20,321.28	20,791.68	21,262.08	24,460.80
I	3	12.02	12.35	19,463.60	20,846.80	21,340.80	21,834.80	22,328.80	25,688.00
I	4	12.12	12.45	19,621.20	21,015.60	21,513.60	22,011.60	22,509.60	25,896.00
II	1	11.45	11.76	18,533.76	19,850.88	20,321.28	20,791.68	21,262.08	24,460.80
II	2	12.02	12.35	19,463.60	20,846.80	21,340.80	21,834.80	22,328.80	25,688.00
II	3	12.64	12.98	20,456.48	21,910.24	22,429.44	22,948.64	23,467.84	26,998.40
II	4	13.21	13.57	21,386.32	22,906.16	23,448.96	23,991.76	24,534.56	28,225.60
II	5	13.31	13.67	21,543.92	23,074.96	23,621.76	24,168.56	24,715.36	28,433.60
III	1	12.02	12.35	19,463.60	20,846.80	21,340.80	21,834.80	22,328.80	25,688.00
III	2	12.64	12.98	20,456.48	21,910.24	22,429.44	22,948.64	23,467.84	26,998.40
III	3	13.21	13.57	21,386.32	22,906.16	23,448.96	23,991.76	24,534.56	28,225.60
III	4	13.90	14.28	22,505.28	24,104.64	24,675.84	25,247.04	25,818.24	29,702.40
III	5	14.00	14.38	22,662.88	24,273.44	24,848.64	25,423.84	25,999.04	29,910.40
IV	1	12.64	12.98	20,456.48	21,910.24	22,429.44	22,948.64	23,467.84	26,998.40
IV	2	13.21	13.57	21,386.32	22,906.16	23,448.96	23,991.76	24,534.56	28,225.60
IV	3	13.90	14.28	22,505.28	24,104.64	24,675.84	25,247.04	25,818.24	29,702.40
IV	4	14.57	14.96	23,576.96	25,252.48	25,850.88	26,449.28	27,047.68	31,116.80
IV	5	15.33	15.75	24,822.00	26,586.00	27,216.00	27,846.00	28,476.00	32,760.00
IV	6	15.43	15.85	24,979.60	26,754.80	27,388.80	28,022.80	28,656.80	32,968.00
V	1	13.21	13.57	21,386.32	22,906.16	23,448.96	23,991.76	24,534.56	28,225.60
V	2	13.90	14.28	22,505.28	24,104.64	24,675.84	25,247.04	25,818.24	29,702.40
V	3	14.57	14.96	23,576.96	25,252.48	25,850.88	26,449.28	27,047.68	31,116.80
V	4	15.33	15.75	24,822.00	26,586.00	27,216.00	27,846.00	28,476.00	32,760.00
V	5	16.09	16.53	26,051.28	27,902.64	28,563.84	29,225.04	29,886.24	34,382.40
V	6	16.19	16.63	26,208.88	28,071.44	28,736.64	29,401.84	30,067.04	34,590.40

NOTES:

Hourly rates increased by 2.71% effective September 21, 2012. Change processed on October 12, 2012 pay.

Revised 10/25/2012

APPENDIX B

LANSING SCHOOL DISTRICT

OCCUPATIONAL INDEX TO CLASSES

0102	Secretary I
0103	Secretary II
0104	Secretary III
0105	Secretary IV
0202	Financial Transactions Clerk I
0203	Financial Transactions Clerk II
0204	Financial Transactions Clerk III
0205	Financial Transactions Clerk IV
0302	Personnel/Student Records Clerk I
0303	Personnel/Student Records Clerk II
0304	Personnel/Student Records Clerk III
0305	Personnel/Student Records Clerk IV
0401	Library/Media Clerk I
0402	Library/Media Clerk II
0403	Library/Media Clerk III
0504	Library Technician I
0505	Library Technician II
0701	Office Services Clerk I
0702	Office Services Clerk II

*The fourth number indicates the level

Note: The parties agree that a committee comprised of an equal number of LAES members and District representatives will be formed to review the current LAES classification system in order to identify areas of concern and suggestions for improvement in the system.

APPENDIX C

Operation of the Reclassification Committee

Purpose

The purpose of the Reclassification Committee is to approve or deny requests by individuals and/or the Union for the reclassification of assignments in which it is believed that job responsibilities have undergone a significant change.

Composition

Annually, the Union and the LSD each shall provide three representatives who are employees of the District to serve on the Reclassification Committee. A committee member shall serve as chairperson to be selected by other members of the Reclassification Committee.

Format

Within a reasonable period of time after the receipt of a completed Employee Classification Form filed by either a bargaining-unit member or the Union, the Reclassification Committee will convene to review the request. Decisions of the Committee are final and are not subject to the grievance procedure.

Voting

Based on a careful review of the responsibilities inherent in a particular assignment, each member of the Reclassification Committee shall vote to approve or deny a request for reclassification. Voting on proposed classification matters shall be by secret ballot in accordance with procedures established by the committee. A majority of Reclassification Committee members voting in favor of a reclassification is required for approval. In the event of tie votes where the Union has initiated or joined in the request, approval and denial of reclassification will alternate with the first tie vote resulting in approval of the reclassification and the second tie vote resulting in denial of the reclassification and so forth. All other tie votes shall result in a denial of the request. If more than one reclassification decision is to be considered by the committee at one session the order of consideration shall be on a random basis.

Ceiling

Assignments may not be considered by the Reclassification Committee more than once in any single year. No more than five assignment reclassifications may be approved during any single year of this Agreement (July 1 to June 30). Reclassifications occasioned by a reorganization or creation of a new position shall not be counted for this purpose.

APPENDIX D

MEMORANDUM OF UNDERSTANDING
between the
Lansing Association of Educational Secretaries
and the
Lansing School District Board of Education

Re: Leave Days With Pay (Section 7.02)

The Union and the District agree that Section 7.02, Leave Days with Pay, shall be applied in the following manner. Employees utilizing a leave day with pay shall be charged a minimum of two (2) hours leave time for each chargeable event. Furthermore, time used beyond two (2) hours shall be charged as actually used rounded to the nearest quarter hour. Thus, by way of example, an employee utilizing 1-1/2 hours leave time shall be charged 2 hours; an employee using 2-1/2 hours shall be charged 2-1/2 hours; and an employee using 5 hours and 10 minutes leave time shall be charged 5 hours and 15 minutes.

For the District

For the Union

Date

Date

APPENDIX E

MEMORANDUM OF UNDERSTANDING
between the
Lansing Association of Educational Secretaries
and the
Lansing School District Board of Education

Re: Bee-Sting Medication

When the building principal is notified by parents that a student requires immediate treatment for bee-sting allergy through injection, the District shall provide training in the proper administration of the injection to school office staff including secretarial personnel.

Additionally, if the bee sting kit prescribed by the physician is not the automatic injection type (epi-pen, etc.) the District shall contact the physician in writing encouraging the prescribing of the automatic injection type kit if medically appropriate.

For the District

For the Union

Date

Date

APPENDIX F

Lansing School District
Department of Human Resources

Secretarial/Clerical Selection Grid

Position: _____ Location: _____

Applicant's Name: _____ Rater: _____

Instructions: Each interviewing panel member will rate the following factors for each interviewee, based upon application materials to be provided by the Department of Human Resources, and in accordance with the scales listed below.

_____ Seniority: (Maximum of 15 points)

Assign 1 point for each full year of L.S.D. Secretarial seniority.

_____ Performance Evaluations – Past Two Years: (Maximum of 8 points)

4 points for each year of outstanding evaluations
3 points for each year of very good evaluations
2 points for each year of satisfactory evaluations
1 point for each year showing improvement needed
(i.e., performance is below job requirements, but improvement is anticipated)
0 points for each year of formal improvement plan

_____ Letters of Recommendation by Supervisors: (Maximum of 5 points)

2 points for each letter which is clear, highly complimentary, current (less than 2 years old), and contains a strong recommendation for hire.

1 point for each letter which is complimentary but not current (more than 2 years old), OR for each letter that is positive, but the tone of which represents an average feeling/recommendation.

0 points for each letter expressing some caution

_____ Qualifications and Experience: (Maximum of 72 points)

Specific Coursework: _____ of 5

High school, college or trade school courses related to secretarial/clerical functions

Special/Technical Training: _____ of 5

Training in typing, word processing, data entry, communication skills, dictation, time management, public relations, accounting or other job-relevant skill training.

Skills Test: _____ of 32

Formula for conversion of test scores and minimum qualifications:
(Raw Score ÷ 150 X 32)

Formal Interview: _____ of 22

Question topics may include communication skills, interpersonal skills, poise, ability to work in highly diverse settings, critical thinking skills, ability to work in team settings, ability to manage multiple priorities, etc.

Work Experience: (external candidates only) _____ of 8

1 point per year in directly related school position(s)
½ point per year in directly related non-school position(s)
(Note: Jobs must be related in terms of job functions, skills, level of judgment used, etc.)

TOTAL SELECTION POINTS: (Maximum of 100 Points)

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APPENDIX G

IMPLEMENTATION OF THE LAYOFF AND BUMPING PROCESS

The District will implement the following displacement procedure.

1. The District will identify all displaced LAES employees by pay level, seniority date, annual number of days of their current assignment, and current classification. This information will be shared with the LAES.
2. The District will then identify the lowest seniority LAES employees in each pay level, along with their seniority dates, annual number of days of their current assignment and classification. The District will also list all known vacancies by level, classification and number of work days. This information will also be provided to the LAES.
3. All LAES members whose positions have been eliminated will be provided formal notice of position elimination. All LAES members who have some reasonable likelihood of displacement in a bumping process will be advised of the possibility of displacement as well.
4. All LAES members whose positions have been eliminated, or who may reasonably anticipate displacement by a more senior LAES member will be invited to a meeting to review the positions and be provided relevant information about the displacement process. Such meetings will be scheduled by pay level.
5. The following list of priorities will be used in determining whether and to which position a displaced LAES member may bump:
 - A. As many of the displaced employees as possible will be reassigned to a vacant position within their level for which they are qualified* and which falls into the appropriate scheduling category (52 week).
 - B. Any individuals that remain to be placed within a pay level will be considered for the positions of the least senior LAES members within the same pay level, taking into account qualifications, assignment schedule (number of weeks worked), and the understanding that the employee to be bumped must have less seniority than the displacing employee and must have the least seniority of the employees holding a position for which the displacing employee may be considered.
 - C. If a displaced employee cannot be placed in a vacancy or displace the least senior employee (for whose assignment s/he is qualified), at his/her own level, then the displaced employee will be considered, in seniority order, with the employees to be displaced in the next lower pay level. Steps A. through C. will be followed at each succeeding pay level.
 - D. Employees that bump down a level(s) will be paid at the hourly rate on the new wage schedule which most closely approximates what they were paid prior to displacement.

6. No future LAES vacancies will be posted until all LAES members on the recall list are considered based upon seniority, classification, work schedule, qualifications, etc.
7. All employees laid off following the completion of the bumping process are eligible for recall for two years (or length of seniority if less than two years), and will be recalled in order of seniority. Employees will be recalled to the level from which they were laid off, to positions for which they are qualified, and to assignments with schedules similar to that from which they were laid off (52 week). Employees laid off from 52-week assignments may waive bumping and/or recall rights to assignments with the same schedule if that would allow them to remain in/return to a position at their level ahead of a less senior LAES member. All laid-off employees are eligible to apply for and will be considered for posted vacancies at other levels.
8. Employees that are displaced but not laid off will not be required to refrain from applying for other posted unit vacancies for one year as described in section 5.05 of the LAES contract.

APPENDIX H

MEMORANDUM OF UNDERSTANDING
between the
Lansing Association of Educational Secretaries
and the
Lansing School District Board of Education

Re: Panel of Arbitrators

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article 23 Grievance Procedure.

1. Thomas Gravelle
2. Richard Block
3. Kathleen Opperwall
4. Mark Glaser
5. Patrick McDonald

For the District

For the Union

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LANSING ASSOCIATION OF EDUCATIONAL SECRETARIES
AND THE
LANSING SCHOOL DISTRICT BOARD OF EDUCATION

RE: Probation Period for Internal Applicants

Members of the bargaining unit who, through contractual procedures, are assigned to open positions will be on a special probationary status for 20 work weeks.

During the special probation period, either the secretary or the administrator may decide to terminate the assignment.

When a termination occurs during the special probationary period, the following shall take place:

1. The secretary shall revert to her former position if it is still open and has not been posted.
2. If the secretary's prior position is not open, the following shall apply:
 - a. The secretary may apply for his/her old position if the bidding and promotion process (as determined by the collective bargaining agreement) is in progress and a candidate has not been selected.
 - b. The secretary may be reassigned temporarily in an open position or used as a float secretary until permanent placement is achieved through successful application for an open position at a higher classification.
 - c. The secretary may be permanently placed in an open position at the same classification level she held in the previous permanent assignment.
3. The secretary's classification and rate of pay shall not be reduced during any period of time that may occur between the termination of a special probation and the achievement of the person's next permanent assignment, at which time the provisions of the collective bargaining agreement regarding such matters shall be in force.
4. Article 5, section 5, of the collective bargaining agreement shall not apply to secretaries who are temporarily assigned following termination of a special probation. They shall be free to apply for any open position until they achieve a permanent assignment.

A secretary who participates in a special probation shall be entitled to all the benefits of membership in the LAES Bargaining Unit with the single exception that termination of the special probation by the employer shall not be the subject of a grievance.

This agreement shall become null and void at midnight June 30, 2002, unless extended by mutual agreement of the parties.

For the District:

For the Union:

Date

Date