

# COLLECTIVE BARGAINING AGREEMENT

Between

LAKE SHORE BOARD OF EDUCATION

And

LAKE SHORE FEDERATION  
OF  
SUPPORT STAFF  
LOCAL 04793

AFT/AFT Michigan/Metropolitan Detroit AFL-CIO

St. Clair Shores, Michigan

July 1, 2008 – June 30, 2010

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# COLLECTIVE BARGAINING AGREEMENT

## LAKE SHORE BOARD OF EDUCATION

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

#### PREAMBLE

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2008, by and between the BOARD of EDUCATION of the LAKE SHORE PUBLIC SCHOOLS, hereinafter referred to as the "**BOARD**" and the LAKE SHORE FEDERATION OF SUPPORT STAFF, LOCAL 04793, AFT/AFT Michigan/Metropolitan Detroit AFL-CIO, hereinafter referred to as the "**UNION**."

#### PURPOSE

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

#### ARTICLE I

#### BARGAINING UNIT, UNION DUES CHECK-OFF, AGENCY SHOP

##### 1.00 Bargaining Unit

The **BOARD** recognizes the **UNION** as the sole and exclusive bargaining representative for all regularly scheduled, full-time, part-time and temporary teacher assistants, hall/recess monitors, in-house suspension monitors, lunch-recess monitors, S.A.C.C., security guards, special education/lunch aides, and bus and parking lot monitors.

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

**1.01 UNION Dues and Service Fees Check-Off**

A. UNION Dues and Service Fees Check-Off

1. Check-Off

Upon filing with the **BOARD** of a written authorization form for payroll deduction, signed by the employee, the **BOARD** agrees, during the term of this Agreement and any extension or renewal thereof, to deduct bi-weekly **UNION** membership dues or service fees from the pay of such employee in equal bi-weekly installments and to remit the sum within two (2) weeks following the deduction to the Treasurer of the **UNION**. The form of the authorization shall be as follows:

2. List and Assignments of Bargaining Unit Members

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

3. **UNION** Notification to the **BOARD**

The **UNION** agrees to give written notification to the **BOARD** by August 1<sup>st</sup> of each school year stating the bi-weekly membership fee or service fee to be deducted during the school year.

4. Sufficient and Excessive Deductions

The **BOARD** agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The **UNION** agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

## ARTICLE III

### B. **UNION** Security

#### 1. Agency Shop

In any academic year, failure of a bargaining unit employee to join the **UNION**, or to pay a service fee in an amount of money no greater than the **UNION'S** regular and usual yearly dues, shall result, upon proper notification to the **BOARD**, in the employee's termination. This termination shall not be subject to the grievance procedure. For present employees, such payment shall commence thirty-one (31) days following the ratification of this Agreement and for new employees the payment shall start thirty-one (31) days following their date of employment.

#### 2. Same Harmless

The **UNION** shall indemnify, defend and save the District, District Administrators and Board, harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the **BOARD** for the purpose of complying with Article I, Section A and B.

## ARTICLE II EMPLOYEE RIGHTS AND RESPONSIBILITIES

### 2.01 **Bulletin Boards**

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

### 2.02 **Wearing of Insignias**

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



## ARTICLE II

### 2.03 Use of Building Facilities

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

### 2.04 Required Meeting During Working Hours

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

### 2.05 UNION Officials in School Buildings

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

### 2.06 Mailboxes and Telephones

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

### 2.07 UNION Mail

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

### 2.08 UNION use of Equipment

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

- A. All work will be done before or after working hours or at duty free times.
- B. The use of equipment must be requested of and approved by the building administrator or supervisor.
- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.

## ARTICLE II

- D. All work done will be in keeping with the purpose of this Agreement.
- E. The **UNION** agrees to provide supplies and material used.
- F. The **UNION** agrees to reimburse the **BOARD** for the repair of such equipment as a result of damage due to negligence on the part of the **UNION**.
- G. The **UNION** will notify the building administrator prior to use of any use of any DISTRICT equipment.

### 2.09 Representation When Meeting With Administrators

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

### 2.10 Equal Employment Opportunity

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

### 2.11 Special Conference

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

### 2.12 Personnel File

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

## ARTICLE II

### 2.13 DISTRICT Mail Service

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

### 2.14 Released Time

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

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

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

### 2.16 Right to Consult With Administrator

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

### 2.17 Memos and Notices

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

### 2.18 Employee Contract

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

### 2.19 Teaching Direction and Work Related Requests

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

## ARTICLE II

### 2.20 Responsibility to the District

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

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

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

### 2.22 Tuberculosis Report

Current Health Department rules do not require routine TB testing of school employees. Therefore, the **BOARD** will not impose such a requirement for employees. In the event that such a rule would be restored, the **BOARD** and **UNION** agree that the Collective Bargaining Agreement will be amended to reflect the law and/or regulation.

### 2.23 Intent to Terminate Employment

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

### 2.24 Emergency Situation

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

### 2.25 Absence From the Building

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

## ARTICLE II/III

### 2.26 Absenteeism and Tardiness

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

### 2.27 Supervision of Students

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

### 2.28 Educational Requirement

All employees hired after September 1, 1994 will possess a high school diploma (a G.E.D. certificate is not sufficient).

### 2.29 Health Requirements

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

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

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

## ARTICLE III BOARD RIGHTS

3.01 The **BOARD**, on its own behalf and on behalf of the electors of the **BOARD**, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

## ARTICLE III/IV

- A. To the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
  - B. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees;
  - C. to decide upon the means and methods of performing the work and to determine the size of the work force and layoff governed by this Agreement;
  - D. to continue its policies and practices of assignment and direction of its employees, determine the number of employees and scheduling of all the aforementioned;
  - E. to determine hours of employment, duties, responsibilities of all employees under this Agreement; and the terms and conditions of employment;
  - F. To establish, modify or change any work or business or school hours or days.
- 3.02** The exercise of the foregoing, powers, right, authority, duties and responsibilities of the **BOARD**, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and Constitution and Laws of the United States.

## ARTICLE IV GRIEVANCE PROCESS

### 4.01 Definition of Grievance

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

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

## ARTICLE IV

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

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

### 4.03 Informal Resolution

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

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

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

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

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

### 4.06 Step 3 – Arbitration

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

## ARTICLE IV

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

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

### 4.07 Arbitrability

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

### 4.08 Power of the Arbitrator

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

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

### 4.09 Filing Fees and Costs of Arbitration

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

### 4.10 Time Limits

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



## ARTICLE IV/V

### 4.11 Back Wages

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

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

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

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

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

### 4.14 Processing of Grievance After Resignation

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

### 4.15 Representation

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

## ARTICLE V NO STRIKE CLAUS

### 5.01 No Strike or Work Interference

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

### 5.02 Action by UNION

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

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

**6.01 Probationary Period**

During an employee's first sixty (60) days worked, exclusive of leaves of absence, the employee shall be considered to be in a period of probation.

**6.02 Definition of Seniority**

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

**6.03 Placement on Seniority List**

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

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

**6.04 Posting of Seniority List**

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

**6.05 Termination of Seniority**

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

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

**6.06 Discipline of Probationary Employees**

In the period of probation, the Executive Director of Human Resources, or his/her designee, shall have the right to discipline, discharge or suspend the probationary employee and such action will not be subject to the grievance procedure.

**6.07 Discipline of Seniority Employee**

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

**6.08 Layoff and Recall**

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

## ARTICLE VI

### B. Unit Classifications

#### Classification A (K-12)

Recess/Lunchroom Monitors  
Special Ed Lunch Aides  
Bus Monitors/Crossing Guards/Parking Lot  
Hall Monitor  
High School Guard  
In-House Suspension Monitors

#### Classification B

SACC Caregivers  
SACC Team Leaders

#### Classification C

Teaching Assistants

#### Classification D

Instructional NCLB (No Child Left Behind) Para-professional  
Remedial Specialists  
Temporary Remedial Specialists

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

## ARTICLE VI

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

### 6.09 Address and Telephone Number

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

## ARTICLE VI

### 6.10 Building Closings

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

### 6.11 Reporting Child Abuse and Neglect

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

### 6.12 Job Descriptions

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

### 6.13 Equipment and Supplies

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

### 6.14 Use as Substitute Teacher

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

## ARTICLE VI

### **6.15 Professional Conduct**

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

### **6.16 Administering Medication**

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

### **6.17 Call in – No Work**

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

### **6.18 Substituting**

Whenever a unit employee is substituting in another classification within the bargaining unit they will be paid at the applicable level for that position. Unit members may only substitute in another bargaining unit's position if the member is not leaving their assigned job to do so.

### **6.19 Playground Supervision**

The staffing ratio for recess/noon hour supervision shall be a minimum of one (1) staff person for every seventy-five (75) students.

### **6.20 Acts of God Days**

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

## ARTICLE VII VACANCIES AND TRANSFERS

### 7.01 Posting of Vacancies

Whenever the Executive Director of Human Resources or his/her designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for five (5) work-days on staff bulletin boards. Such postings shall also be made to individuals through school mailboxes.

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

### 7.02 Bidding on Vacancies

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

- A. Transfer of any employee shall be based upon all of the following factors: qualifications, amount of experience in the particular classification, amount of experience in closely related classifications and seniority.
- B. The promotion of any employee shall be based upon qualifications, training and previous work record. Seniority shall be considered only when two or more employees have substantially equal qualifications, training and previous work record. Promotion shall be defined as movement to a position with a higher rate of pay.

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

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



## ARTICLE VII

### 7.03 Vacancies While Employees are on Layoff

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

### 7.04 Temporary Filling of Vacancy

- A. Until a qualified applicant is selected, the Executive Director of Human Resources or his/her designee may fill a vacancy on a temporary basis but, if the temporary employee applies for the vacancy, s/he shall not be considered to have greater qualifications than the other applicants.
- B. When a temporary position(s) is created which is funded through a Federal or State categorical/grant and is posted for one (1) school year only, then that position(s) will not have recall/bumping rights unless that position has been extended beyond one school year. If the position is continued into the next school year, seniority will be retroactive back to the day probation ended during the previous school year.

### 7.05 Involuntary Transfer

When an involuntary transfer is necessary, the least senior qualified employee within the classification shall be transferred. The employee will be notified and consulted in advance of the transfer but the decision of the Executive Director of Human Resources shall be final and binding.

### 7.06 Administrative Initiated Transfer

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

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

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

**ARTICLE VIII**

**ARTICLE VIII  
LEAVES OF ABSENCE**

**8.01 Personal Leave**

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

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

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

## ARTICLE VIII

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

### 8.02 Extended Sick Leave

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

### 8.03 Worker's Compensation

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

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

## ARTICLE VIII

### 8.04 Bereavement Leave

- A. Employees shall be allowed three (3) days per occurrence, not deductible from his/her earned personal leave days, for the bereavement and/or attendance at the funeral of an immediate family member or other relative. An immediate family member shall be defined as an employee's mother, father, spouse, sister, brother or child. Other relative shall be limited to mother/father-in-law, grandparents, grandchildren, aunt, uncle, sister/brother-in law.

### 8.05 Military Leave

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

### 8.06 Jury Duty

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

### 8.07 Maternity Leave

- A. The employee shall be permitted to continue working for as long as she is able to fully perform all of the express and implied duties and functions of her position.
- B. An employee who is pregnant shall inform the Department of Human Resources within a reasonable time after she has confirmation of her pregnancy.
- C. A maternity leave must be requested at least thirty (30) days prior to the date such leave is expected to commence.
- D. The employee's doctor shall determine the day when the employee shall cease working.

## ARTICLE VIII

- E. The employee shall be able to utilize personal leave days (including accumulated days) for any portion of the period during which she is medically unable to work. The period of the leave shall run from the date set by the employee's doctor as in Article VIII, Section 8.07, Subsection D until at least the period of medical disability is complete (as determined by employee's doctor). The employee may request to extend this leave for up to an additional four (4) weeks.
- F. During the period of such a leave, the employee's position may be filled by a substitute employee or, when possible, by additional hours for other employees (Board option).
- G. Upon expiration of such leave, the employee shall be reinstated to his/her former position.

### 8.08 Unpaid Leave

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

### 8.09 Other Leave

- A. Leaves of absence without wages or fringe benefits may be granted at the discretion of the Executive Director Human Resources. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Executive Director of Human Resources at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the employee's right to employment in the District.
- C. Upon expiration of the granted leave and timely and proper notice to the Executive Director of Human Resources, the employee shall be assigned to a vacant position for which s/he is qualified and has the ability to perform

## **ARTICLE VIII**

- D. When an employee is granted such a leave of absence, s/he shall upon return be placed at the same level on the Salary Schedule, Appendix A, held prior to leave of absence and personal leave days accrued at the start of the leave shall be reinstated.
- E. Employees may request a short-term leave of up to three (3) calendar months. At the conclusion of the leave, the employee will be returned to his/her specific position. A substitute may be utilized for the employee while on leave.

### **8.10 Leave Restrictions**

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

### **8.11 Family Medical Leave Act (FMLA)**

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

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

### **9.01 Salary Schedule**

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

### **9.02 Adjustment to Salary Schedule**

The steps in the Salary Schedule, Appendix A are based upon years of employment in the District (not seniority). Adjustments from one step to the next will be made each July 1 of each fiscal year for the duration of this Agreement.

**9.03 Tuition Reimbursement**

Beginning with the 1993/94 school year employees who have completed at least two (2) years of seniority shall be entitled to 50% reimbursement to a maximum of \$325 per academic year for actual tuition paid for courses taken with the prior approval of the Superintendent or his/her designee and which have a direct relationship to job responsibilities.

The **DISTRICT** agrees to allocate the sum of \$2500 per year for the purpose of reimbursing employee tuition. In the event the total request for reimbursement exceeds the amount allocated, payments to each employee shall be reduced in proportion to which the total request exceeds the allocation.

Qualifications for tuition reimbursement are as follows:

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

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

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

**9.04 Duty Free Period**

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

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

## ARTICLE IX

### 9.05 Mileage Allowance

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

### 9.06 Damage to Personal Property

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

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

### 9.07 Paid Holidays

- A. If an employee is required to work on a holiday, the employee will be paid double time his/her regular rate of pay for the hours worked.

The following days are recognized as holidays:

New Year's Day  
Good Friday  
Spring Break  
Memorial Day  
Fourth of July  
Labor Day  
Day after Thanksgiving Day  
Christmas Day  
All days between Christmas and New Year's Day

- B. All employees not on probation shall be entitled to Thanksgiving Day and Christmas Day paid holidays.



## ARTICLE IX

- C. The rate for calculation of paid holidays will be based upon information provided on the Support Staff Assigned Hours sheet (the purple sheet) in Human Resources. If the holiday falls on a weekend, the employee will be paid Friday's hours for a Saturday holiday and Monday's hours if the holiday falls on a Sunday. If the employee is not scheduled to work the Friday or Monday, they will be paid the posted hours on the Support Staff Assigned Hours sheet for the day closest to the holiday.

### 9.08 In-Service/Staff Development

The **BOARD** agrees to provide two ½ days for part-time staff and four ½ days for full time staff of paid in-service/staff development training sessions per year. Employees will be compensated for the full amount of time of the in-service program. The nature and the topic shall be determined after consultation with the **UNION** to determine the needs of the members. Employees shall also have the option to take a class or training session at MISD, or other District approved sites. Such class/session shall have prior approval of the employee's direct supervisor and the Executive Director of Human Resources.

### 9.09 Mandatory Training

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

### 9.10 Rotation of Extra Work

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

### 9.11 C.B.I. Differential

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

**9.12. Direct Deposit**

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

**ARTICLE X  
INSURANCE BENEFITS**

**10.01 Health Insurance**

- A. Beginning with the 1993/94 school year the **BOARD** shall permit eligible employees to enroll in group health/hospitalization insurance and pay the full premium through payroll deduction. The applicable premium rate shall be established by the **BOARD** utilizing the COBRA rates as provided by the **BOARD'S** health care provider. Coverage will be equivalent to that provided to Lake Shore Federation of Educational Secretaries members. Eligibility requirements will be determined by the **BOARD'S** health care provider.
  
- B. The **BOARD** shall make available \$80 per month towards the purchase of the above health care coverage provided the employee meets the following guidelines:
  - a. Has completed one (1) full year of employment with the District as a full-time employee of this bargaining unit;
  - b. Is currently a full-time employee of this bargaining unit;
  - c. Cannot obtain health care coverage through any other source except an individual/family contract personal purchase;
  - d. The above contribution and the total payment of the coverage shall be payroll deducted.

**10.02 Dental/Optical Insurance**

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

## ARTICLE X

### 10.03 Life Insurance

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

### 10.04 Tax Sheltered Annuities

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

### 10.05 Long Term Disability

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

- A. 70% of the employee's monthly salary for the first six (6) months of disability following the above Article X, Section 10.05, ninety (90) day calendar period, not to exceed a monthly cap of \$4,000 per month.

**ARTICLE X/XI**

- B. 66 2/3% of the employee's monthly salary, Article X, Section 10.05, Subsection A, after the six (6) month period and during the period of disability up to age sixty-five (65), not to exceed a monthly cumulative maximum cap of \$4,000 per month. At age 65 the following schedule shall apply:

Age	Duration of Benefits
65	2 Years
66	1 3/4 Years
67	1 1/2 Years
68	1 1/4 Years
69 & Over	1 Year

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

**ARTICLE XI  
MAILING ADDRESS FOR NOTICES**

11.01 Mailing Address

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

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

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

11.02 Term of Agreement

This Agreement shall be effective July 1, 2008 for a term of two (2) years with a wage re-opener for 2009 and shall expire at the end of the day on June 30, 2010.

**ARTICLE XII**

**ARTICLE XII  
RATIFICATION**

12.01 Ratification

IN WITNESS WHEREOF we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete as of July 1, 2008.

**BOARD OF EDUCATION  
LAKE SHORE PUBLIC SCHOOLS**

---

Gerrit J. E. Ketelhut, President

---

Shannon R. Harvey, Secretary

**LAKE SHORE FEDERATION  
OF  
SUPPORT STAFF**

---

Julie Frezza, President

---

Susan Lupo, Vice President

## MEMORANDUM OF AGREEMENT

### Playground Supervision/Recess

We will follow the model established by Rodgers Elementary. This program will be put in writing by the building principal, Mr. Pat Schwehofer by the middle or end of September and the Union president and vice-president will have an opportunity to meet quarterly with all three building principals to discuss progress in this area. This language will not be in writing as part of the Collective Bargaining Agreement, but as a side amendment.

**LAKE SHORE FEDERATION  
OF  
SUPPORT STAFF**

**2008/09  
CLASSIFICATION  
AND  
SALARY SCHEDULE**

Classification	Step 1	Step2	Step 3	Step 4	Step 5
<b>A (K-12)</b> Hall/Recess/Lunchroom Monitors Special Education Lunch Aide Bus Monitors/Crossing Guard/Parking Lot HS Security Guard In-House Suspension Monitors	\$ 9.41	\$10.11	\$10.81	\$11.23	\$11.77
<b>B</b> SACC Caregiver SACC Team Leader	\$ 9.41 \$10.06	\$10.11 \$10.82	\$10.81 \$11.56	\$11.23 \$12.01	\$11.77 \$12.60
<b>C</b> Teaching Assistants	\$ 9.50	\$10.21	\$10.91	\$11.34	\$11.88
<b>D</b> Instructional NCLB Paraprofessional Remedial Specialist Temporary Remedial Specialist	\$10.16	\$10.92	\$11.68	\$12.13	\$12.72

2008/09 Proposal Assumes

**Classifications A, B, C**, 2.25% Increase

**Classification C**, 1% Premium

2008/09 NEW: **Classification D**: Instructional NCLB Paraprofessional, Remedial Specialist, Temporary Remedial Specialist, based on current SACC Team Leader, 2.25% Increase, Plus 1% Premium

Retroactive payment back to July 1, 2008 remains in effect for this proposal only.

Term of two (2) years (2008-10) with a wage re-opener for 2009.

- Step 1      New Hire/Probationary Period
- Step 2      After Probationary Period i.e., remainder of 1<sup>st</sup> year and entire year 2
- Step 3      Years 3 and 4
- Step 4      Years 5,6, and 7
- Step 5      Year 8 and after

## APPENDIX B

### **2008/09 COMPENSATION RATE SCHEDULE**

1. 2006/08 (July 1, 2006 – June 30, 2008)

Wages:

- 4% across Salary Schedule for 2006/07
- 2% across Salary Schedule for 2007/08, with 2% being based on 3% from the 2006/07 school year schedule
- Retroactivity from July 1, 2006 to present
- The addition of one paid holiday, Christmas Day (retro)



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**ARTICLE XII**


**ARTICLE XII  
RATIFICATION**

**12.01 Ratification**

IN WITNESS WHEREOF we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete as of July 1, 2008.

**BOARD OF EDUCATION  
LAKE SHORE PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Gerrit J. E. Ketelhut, President

  
\_\_\_\_\_  
Shannon R. Harvey, Secretary

**LAKE SHORE FEDERATION  
OF  
SUPPORT STAFF**

  
\_\_\_\_\_  
Julie Frezza, President

  
\_\_\_\_\_  
Susan Lupo, Vice President