

COLLECTIVE BARGAINING AGREEMENT

Between

LAKE SHORE PUBLIC SCHOOLS

AND

LAKE SHORE FEDERATION
OF
EDUCATIONAL SECRETARIES
LOCAL 6195

St. Clair Shores, MI

July 1, 2010 – June 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

LAKE SHORE BOARD OF EDUCATION

LOCAL 6195

LAKE SHORE FEDERATION OF EDUCATIONAL SECRETARIES

THIS AGREEMENT entered into this 1st day of July, 2010, between the Board of Education of the Lake Shore Public Schools, hereinafter called the **BOARD**, and the Lake Shore Federation of Educational Secretaries, Local 6195, hereinafter called the **FEDERATION**.

ARTICLE I RECOGNITION

Section 1. Purpose

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965.

Section 2. Definitions

- (A) **BOARD** shall mean the Board of Education of the Lake Shore Public Schools, its successors or assigns.
- (B) **FEDERATION** shall mean Local 6195 of the Lake Shore Federation of Educational Secretaries.
- (C) **EMPLOYEE** shall mean any member of the bargaining unit.
- (D) **ADMINISTRATOR** shall mean any employee of the BOARD who is not a member of the bargaining unit who holds a supervisory or administrative position.
- (E) In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural. The pronouns and relative words used in this Agreement, are written in the feminine and singular but shall be understood to include the masculine and plural.

ARTICLE I

(F) **SCHOOL YEAR** shall mean when teachers and students are in session.

(G) **WORK YEAR** is

198 work days <i>(formerly 45 weeks)</i>	208 work days <i>(formerly 47 weeks)</i>
203 work days <i>(formerly 46 weeks)</i>	237 work days <i>(formerly 52 weeks)</i>

(H) **FISCAL YEAR** shall mean July 1 through June 30.

Section 3. Recognition of the Federation

The BOARD recognizes the FEDERATION as the sole and exclusive bargaining representative for all regularly employed full time and part-time secretarial and clerical employees except for the non-unit secretaries and/or administrative assistants, substitute employees, and any other executive or supervisory positions now in existence or hereafter established by the BOARD. The BOARD agrees that it will not enter into any collective bargaining agreement with any secretary or clerk or any other organization on behalf of secretaries and/or clerks. The BOARD further agrees that during the term of this Agreement it will not re-classify any existing position(s) within the unit to executive, supervisory, or confidential status, without prior bargaining on such matter with the FEDERATION.

Section 4. Scope of the Agreement

It is mutually agreed that this collective bargaining agreement represents the complete Agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed a part of such collective bargaining agreement.

Section 5. Distribution of Agreement

The BOARD shall prepare copies of this Agreement for distribution by the FEDERATION to each employee covered hereby.

Section 6. Health Requirements

Each employee shall maintain a condition of health, including freedom from substance abuse, sufficient to permit her to successfully perform the express and implied duties of the position for which she is employed. The BOARD reserves the right to require a health examination for any employee, as the case may be, by such duly licensed physician as the BOARD may designate at its expense.

ARTICLE III

Employees 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 district appointed clinic. Refusal to submit to such examination will be considered an admission of being under the influence of alcohol, narcotics or other drugs. Such an examination may only be required by the building principal, the Superintendent or their designee.

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

Section 7. Education Requirements

Once a position within the unit becomes an open position due to termination, retirement or transfer and the position is posted outside of the unit, the educational requirement for that position shall be an Associate's Degree or commensurate experience relating to Secretarial Science, Business, or closely related field.

Any member of the unit who shall apply and is qualified shall be given consideration. This does not intend to disqualify those already in the unit, as of June 30, 2008.

Section 8. Consolidation

In the event the Lake Shore Public Schools District should consolidate with or be annexed to another school district, this Agreement shall continue in full force and effect, until the date of its expiration, to the extent permitted by law.

ARTICLE II FEDERATION MATTERS

Section 1. Federation Use of School Rooms

The FEDERATION may use available district facilities to conduct business meetings upon request to the appropriate administrator.

ARTICLE II

Section 2. Access to Board Information

The BOARD agrees to furnish the FEDERATION, upon request, such data as it may possess at the time concerning the financial resources of the District, cost of programs, and any other information upon a subject which the BOARD is obligated to bargain on, together with any written information it may possess which is relevant and material to the processing of any grievance.

Section 3. Conduct of Federation Business

All FEDERATION business conducted during business hours will be in a manner that shall not interfere with the assigned duties of any employee. Such business will be done only if it cannot be delayed to non-business hours. In such cases the approval of the immediate supervisor will be obtained. Such business shall be conducted without the assistance of students or student co-ops.

Section 4. Special Conferences

The parties agree to meet during the school year to confer on matters of mutual concern. Such meetings will be held at a time and place that are acceptable to both parties. The agenda must be agreed upon in advance of the meeting, with the discussion limited to the items thereon. It is also understood that these conferences will not be used to circumvent the established grievance procedure or to effect an early opening of negotiations on the master contract.

Section 5. Dues Deduction and Representation Fee

- (A) The BOARD shall deduct FEDERATION dues/registration through payroll deduction for each employee whom the FEDERATION has a written authorization to do so, provided the FEDERATION certifies to the BOARD the name of each employee.
- (B) Such deductions shall continue until the employee, in writing, revokes authorization or their services with the District are terminated, whichever occurs first.
- (C) Such deductions shall be made in equal installments on the first two pays of each month, beginning in September and ending in June. There shall be no deductions for the months of July and August. FEDERATION shall provide a roster, to the payroll department by August 15, listing the individual member deductions for the upcoming school year.

ARTICLE II

- (D) All deductions will be forwarded by the BOARD to the FEDERATION'S financial officer no later than seven (7) calendar days after such deductions are made.
- (E) The FEDERATION agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD in reliance upon the certified lists furnished to the BOARD by the FEDERATION for the purpose of complying with any of the provisions of this section.

Section 6. Agency Shop

- (A) Within thirty (30) days after the commencement of employment or the commencement of the work year, whichever occurs later, each employee, as a condition of employment shall:
 - (1) Tender the current FEDERATION dues/representation fee to the FEDERATION, in such an amount as the FEDERATION may prescribe (but in no event shall such amount exceed the current monthly dues required of FEDERATION members).
- (B) After the conclusion of the prescribed time period the FEDERATION may certify to the BOARD the name of any employee who has failed to exercise one of the options set forth in (A) above (Article II, Section 6, Subsection (A)). Such certification shall include a statement of the FEDERATION'S good faith attempt to inform the employee of the options available and of the employee's refusal to exercise either of them.
- (C) After receiving the FEDERATION'S certification the BOARD shall notify such employee, in writing, that her employment with the school district will be terminated in thirty (30) days. It is understood that payment or authorization of dues or the representation fee within the thirty (30) day period shall revoke the termination notice.
- (D) Any employee dismissed under the provisions of this section and who, at a later date, is rehired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the FEDERATION when such employee left the district, provided that the FEDERATION certifies to the BOARD, not later than thirty (30) days after such employee's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the FEDERATION'S good faith attempt to collect the amount outstanding and of the employee's refusal to pay.

ARTICLE II/III

- (E) The Federation agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD for the purpose of complying with any of the provisions of this section.
- (F) This section shall take full force and effect on the effective date of an amendment of existing law, which will authorize the Agency Shop. However, no employee will be dismissed for failure to pay to the FEDERATION any membership dues or representation fee which accrued prior to the effective date of this section (Article II, Section 6. Agency Shop.)

Section 7. Concerted Activities

The FEDERATION agrees that it will not encourage, support or condone any strike during the life of this Agreement. The word “strike” shall mean the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment as set forth in Section 1 of the Public Employment Relations Act.

Section 8. Creation of New Positions and Re-Classification of Positions

The BOARD reserves to itself the prerogative of creating new positions and re-classifying positions, and such prerogative shall include establishing the duties that such unit positions shall carry. However, the BOARD agrees that before establishing any wages, hours, or other terms and conditions of employment for such unit positions, it shall bargain with the FEDERATION on such matters, provided it is obligated to do so by law.

ARTICLE III PROBATIONARY EMPLOYEES

Section 1. Probationary Employees

- (A) New employees shall be on probation for the first year of their employment. The following provisions shall apply to all probationary employees.

ARTICLE III/IV

- (1) There shall be no seniority among probationary employees.
- (2) The FEDERATION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
- (3) The BOARD shall have sole discretion in matters of discharge and discipline of such employees which shall not be subject to the grievance procedure.
- (4) Upon completion of the probationary period, an employee will be considered to have seniority computed from the first day of employment within the FEDERATION.
- (5) Probationary employees may apply for any vacancy within the bargaining unit and such employee shall be subject to transfer and assignment in accordance with the applicable provisions of this Agreement.

ARTICLE IV GENERAL PROVISIONS AFFECTING EMPLOYMENT

Section 1. Employee Responsibility

It is mutually agreed that the educational quality of the school system reflects the ideals, motives, preparation and conduct of its employees. In discharging work responsibilities, each employee shall be responsible to her immediate supervisor and shall diligently and to the best of her ability perform required work responsibility and assignments and comply with the provisions of this contract and the rules and regulations and policies of the BOARD relative to the maintenance, management and carrying on of the schools of the district. When the administrator of a building is not present in the building, it is understood that an employee will not be responsible for the building beyond the normal scope of her duties.

Furthermore, the members of the FEDERATION involved in the dispensing and/or administering medication and/or medical treatment to students of the Lake Shore Public Schools, will be protected and covered by the district's language for insurance for the Lake Shore Public Schools, and BOARD policies/procedures.

ARTICLE IV

Section 2. Employee Evaluation

All employees shall be formally evaluated on at least a biennial (every other year) basis in a manner prescribed by Board policies/procedures.

- (A) Evaluations shall include (but not be limited to) cooperatively developed goal statements for the employee.
- (B) The administrator responsible for evaluation shall hold a pre and post evaluation conference with the employee.
- (C) The administrator shall provide the employee with a copy of the evaluation and the original shall be placed in the employee's personnel file after it has been signed by the employee and the administrator. It is understood that the employee may attach a written response to this evaluation if desired.

Section 3. Discipline and Discharge

No secretary who has successfully completed the probationary period shall be reprimanded, discharged or otherwise reduced in rank or compensation without just cause. However, no discharge shall be considered final until the employee affected and, if she chooses, a representative of the FEDERATION have had an opportunity to discuss the reasons for such discharge with the employee's supervisor and the Superintendent's designee.

Section 4. Open Personnel File

This provision shall apply to all materials placed in an employee's personnel file after initial employment by the BOARD. Such file shall be maintained in the Department of Human Resources under the following circumstances.

- (A) No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that she has read such material by affixing her signature to the actual copy to be filed, with the understanding that such signature merely signifies that she read the material to be filed and does not necessarily indicate agreement with its content.

ARTICLE IV

- (B) The employee shall have the right to answer any material filed and their answer shall be attached to the file copy.
- (C) The employee may examine her file as to materials placed in such file after initial employment, and shall be permitted to reproduce any such material in the file.
- (D) Materials shall be removed from the personnel file if and when an employee's claim that such material is inaccurate is sustained through the grievance procedure.
- (E) Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in their personnel file. Each employee may provide an updated resume on an annual basis to be inserted in their personnel file.

Section 5. Confidential Information

- (A) It is understood by both parties that members of the bargaining unit have access to certain confidential information having to do with students, other employees, records, etc., that must not be released except to authorized personnel.
- (B) The immediate supervisor shall inform the employee(s) under his supervision as to those materials which should be considered as confidential and to whom the employee is authorized to give them.
- (C) It is further understood that confidential information shall not be discussed with other employees, citizens, students, state and city agencies, etc., unless there is authorization to do so.

Section 6. Employee Classifications

The parties recognize that certain positions shall be less than a twelve (12) month period each year. The parties further recognize that on occasion it is necessary to employ additional personnel to perform the duties of an absent full time employee or otherwise to assist in performing the workload then existing. To distinguish these various classifications, the following definitions and provisions are agreed upon.

ARTICLE IV

- (A) **Full Time Employee.** Any employee whose position has an annual work period of ten months or more on a regular work week and works twenty-eight (28) hours or more per week shall be considered a full time employee, and entitled to all fringe benefits under this Agreement, provided that certain benefits such as sick leave and vacation shall be credited on a prorated basis correlated to the amount of time worked.
- (B) **Part Time Employee.** Effective 7/1/98, any part-time FEDERATION member who is employed on a weekly work period of less than twenty-eight (28) hours per week shall be considered a part-time employee and shall be entitled to group dental and optical insurance fully paid by the BOARD. Such employees will receive sick leave and vacation benefits credited on a pro-rated basis.
- (C) **Substitute Employees.** Any person employed on a daily basis shall be considered a substitute employee and not entitled to any benefits under the Agreement. They shall be paid in accordance with the rates for such employment established by the BOARD. However, any person in this capacity for a period in excess of ninety (90) consecutive working days in the same position shall be deemed a full time employee and the probationary period in that classification shall begin at that point. Seniority, however, shall begin as of the first date of their continuous unbroken employment as a substitute and shall be entitled to all fringe benefits. This provision shall take effect on July 1, 1969 and shall not be retroactive prior to that date.
- (D) Any person hired under special programs (programs created through federal legislation such as JTPA, MI Works!, etc.) funded by the State Categoricals and/or Federally funded grants shall not be a part of the bargaining unit represented by the FEDERATION. Further, the BOARD shall not use persons employed under such programs to replace regular employees. Such employment shall be maintained within all the guidelines written for such programs.

Section 7. Transfer of Employees

- (A) TRANSFER shall mean movement from one position to another position in the unit which carries the same or a lower hourly rate of pay.
- (B) PROMOTION shall mean movement from one position to another position in the unit which carries a higher hourly rate of pay.

ARTICLE IV

(C) General Provisions

- (1) Presently working employees will be accorded an opportunity to apply and be interviewed for transfer and promotion to available positions through the bidding process before the employment of new personnel.
- (2) All vacant, new or re-classified positions within the unit will be listed and announced through a special bulletin for a period of at least six (6) working days. It is understood that vacant or re-classified positions shall be posted within at least thirty (30) working days after a vacancy or re-classification occurs. It is further understood that this provision is not intended to limit the BOARD'S right to eliminate positions within the unit.
 - a) The special bulletin shall include the duties and qualifications for each new or vacant position.
 - b) It is understood that a new, vacant, or re-classified position may be filled on a temporary basis pending the posting of such position. However, no service rendered in such temporary position shall be considered as experience if the temporary employee bids on such position when it is posted.
- (3) Any position which becomes vacant during the summer months may be filled temporarily by outside personnel. However, within a reasonable time after the commencement of the school year such position, if it is to be continued, shall be posted.
- (4) A vacancy in an administrative or supervisory position within the district shall not be deemed to constitute a secretarial opening in that office.

(D) Voluntary Transfer and Promotion

- (1) Any employee interested in bidding for a position that was listed in the special bulletin above may so indicate in writing to the Executive Director of Human Resources before the close of the posting period.
- (2) An interview will be held between each employee who enters a bid and the appropriate administrator, and where necessary or appropriate, the administrator in charge of personnel.

ARTICLE IV

- 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.
- (3) If the request is denied, the employee shall receive a letter from the Executive Director of Human Resources stating the reasons for the denial of the transfer. Employee may request to meet with the Executive Director of Human Resources to discuss the reasons for the denial.
- (4) Each employee transferred or promoted under this provision shall receive a forty-five (45) work day trial period in the new position. During the trial period the employee shall receive the rate for the job she is performing.
- a) An employee shall have the right during her trial period to revert back to her former position if she so desires.
 - b) In addition, the BOARD shall also 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.
- (5) It is understood that whenever an employee is transferred (Voluntary or Involuntary, Article IV, Section 7, Subsection (D) and (E), promoted or recalled and such employee does not meet the applicable qualifications set forth in Appendix B of this Agreement, the BOARD may require such employee to undergo training to improve skills so that they will meet such qualifications. In such training is required, the BOARD'S only obligation shall consist of books and tuition.
- (E) Involuntary Transfer – Excess of Employees
- (1) Whenever positions are eliminated and it is necessary to transfer employees from such positions to vacant positions within the bargaining unit, it shall be accomplished in the following manner.

ARTICLE IV

- a) If there is only one (1) employee to be transferred, then such employee shall be moved to the vacant position. It is further agreed that any full time employee involuntarily transferred will bump the lowest seniority full time employee, who in turn would bump into a less than full time position if the incumbent in the less than full time position was lower in seniority.
 - b) If there are two or more employees to be transferred, the affected employees will be assigned to the positions available for which they best meet the qualifications. Consideration shall also be given to the requests of the affected employees.
- (2) Before any involuntary transfer takes place, the affected employee shall discuss the new position's duties and qualifications with the receiving administrator.
 - (3) It is agreed that any employee who is involuntarily transferred to a position which carries a lower hourly rate of pay shall have their hourly rate frozen until the new hourly rate of pay catches up with the hourly rate she was earning prior to such transfer. However, if the transferee moves to a position requiring fewer days/hours, worked, she may be required to work an appropriate greater amount of days, or portion thereof, while their hourly rate of pay is frozen and fringe benefits proportionately maintained.
 - a) It is agreed that any employee who is involuntarily transferred to a part-time position shall maintain fringe benefit insurances, paid by the BOARD, until such time that the first available full time position for which she is qualified is offered to her.
 - (4) Any employee involuntarily transferred shall, upon request, be given a written statement establishing a priority for her on any opening that may occur in the former position, or any other similar position, and building from which she has been transferred.
 - (5) It is understood that employees may not be transferred to a high paying position under this provision. If a higher paying position becomes available it will be posted in accordance with the voluntary transfer provisions (Article IV, Section 7, Subsection (C)).
- (F) Administrative Initiated Transfer
- (1) Involuntary transfer for reasonable and just cause shall be specifically limited to:

ARTICLE IV

- a) Difficulties encountered in performance of duties in current position.
- b) Personnel incompatibility.

(2) Such transfers shall only be made after:

- a) Two (2) separate conferences on the matter with employee's immediate supervisor.
- b) A further conference if the situation continues and a written formal warning must be given with at least sixty (60) work days for the involved employee to correct the problem.
- c) If the situation continues, a review of the employee's sixty (60) day activities shall be written out and presented to the employee at the subsequent conference by their immediate supervisor.
- d) Such written evaluation shall be subject to the grievance procedure as to its accuracy and fairness.
- e) At the employee's written request, the FEDERATION may be notified of each conference regarding the possible involuntary transfer and may represent the employee therein.

(G) Involuntary Transfer – Medical Disability

The Board may fill, on a permanent basis, a position vacated as a result of medical disability. Prior to such action, the BOARD or its designee shall meet with the FEDERATION to discuss the reasons for taking such action. An employee who becomes medically disabled shall continue to accrue district seniority and be classified as a "presently working employee" for purposes of the job bidding procedure. The employee shall not accrue sick, vacation, or personal leave credit while absent. A physician's statement, suitable to the BOARD, to return to work shall be required. Fringe benefit insurance shall be maintained for an employee eligible for workers' compensation, while the employee is absent. Wages for an employee eligible for workers' compensation shall be sustained, on an annualized basis, at the step and category as existed on the date of injury.

ARTICLE IV

(1) Condition I:

Return to Work where Vacancy Exists within the Bargaining Unit

After receiving a physician's statement, suitable to the BOARD, to return to work, the employee shall be required to bid on any vacant position, or any position that becomes vacant as a result of the job bidding procedure. If the employee is returning to work from a disability eligible for workers' compensation, the employee's wages from the former classification shall be sustained, on an annualized basis, at the step and category described above, (Article IV, Section 7, Subsection (G)). until such time as the wages for the new position, on an annualized basis, equal or exceed the former wage. If the former position required more days worked, the employee may be required to work an appropriate greater number of days or portion thereof, until the new annualized wage equals or exceeds the old annualized wage and fringe benefits shall also be proportionately maintained. Failure to bid for a vacancy as herein described shall constitute a voluntary resignation and treated as such.

Condition II:

Return to Work if a Vacancy does not Exist within the Bargaining Unit

In the event that a vacancy does not exist at the time the employee receives a physician's statement, suitable to the BOARD, to return to work, the employee shall be classified as a permanent substitute and may be assigned to fill-in or supplement in other clerical assignments throughout the district.

- (2) The employee will continue to receive fringe benefit insurances paid by the BOARD and wages from her former classification sustained, on an annualized basis, at the step and category described above. District seniority shall continue to accrue while assigned as a permanent substitute. Sick leave and vacation credit will be earned, on a prorated basis, for the number of days worked.
- (3) An employee in this classification must bid on any vacant position, or any position that becomes vacant as a result of the job bidding procedure. Failure to bid for a vacancy as herein described shall constitute resignation. Accumulated vacation days shall be used while classified as a permanent substitute, after prior approval is received from the Executive Director of Human Resources.

ARTICLE IV

(H) Training Period for Employees Transferred

- (1) The BOARD agrees that, whenever possible, it will provide an employee who is transferring to another position an opportunity to work with the outgoing employee for a short period of time in order to become familiarized with the duties and responsibilities of the new position.

Section 8. Seniority

- (A) Seniority for full time employees shall accumulate from the date of initial employment minus any time off for a general leave of absence.
- (B) Seniority for part-time employees shall accumulate from the date of initial employment minus any time off for a general leave of absence.
- (C) There shall be no distinction between 198 day, 203 day, 208 day, 237 day employees as to seniority. All employees who work their scheduled work year will be credited with one (1) year of seniority.
- (D) An employee whose services with the district are terminated and, who, at a later date is rehired shall be considered a new employee in terms of seniority.
- (E) Employees who take a Pregnancy and Child Care Leave of Absence as set forth in Article VI, Section 2 will continue to accumulate seniority for the full duration of such leave.
- (F) Promotion Outside the Bargaining Unit

Any employee, who is promoted to a position by the BOARD outside of the Bargaining Unit shall not continue to accumulate seniority within the former Bargaining Unit. Such employee may return to the unit only if there is a vacancy for which the employee is qualified.

Section 9. Layoff and Recall Procedure

(A) Layoff Procedure

(1) When the BOARD deems it necessary to reduce the working force it shall first inquire as to whether there are any employees within the affected classification(s) willing to take a voluntary layoff. If there are such employees, they shall be laid off first. During the period of layoff the employees shall not be entitled to any wages or fringe benefits but shall retain seniority rights and sick leave previously accumulated. Seniority shall not continue to accrue while on layoff status.

(2) With the exception of the following positions Bookkeeper, AP/Bookkeeper and all building principal secretaries, layoffs shall be accomplished according to the following procedure.

Any layoffs made will be accomplished by the lowest seniority. The employee(s) with the least amount of seniority within the designed classification(s) will be laid off until the classifications are reduced to a number determined by the BOARD. During the period of layoff, the employees shall not be entitled to any wages or fringe benefits, but shall retain seniority rights and sick leave time previously accumulated.

(3) Any employee may exercise her right to bump the lowest seniority employee in an unprotected position (Article IV, Section 9. Subsection (A (2))). If such employee does not meet the applicable qualifications for such position, the BOARD may require such employee to undergo training to improve her skills so that she will meet the required qualifications.

(4) The BOARD shall give written notice of such voluntary or involuntary layoff at least seven (7) calendar days prior to the effective date of the layoff and a list of names of such employee(s) shall be furnished to the FEDERATION President on the same date the notice is given to the employee(s).

ARTICLE IV

(B) Recall Procedure

- (1) After a layoff, employees shall be recalled to work by seniority within their classification. That is, the employee with the greatest amount of seniority within the classification shall be recalled first, the employee with the second greatest amount of seniority within the classification shall be recalled second, and so on, until all employees are recalled within their classification.
- (2) The BOARD shall give the employee two (2) weeks notice of recall either by certified or registered mail to the employee's last known address, and the employee must respond to such notice within seven (7) days after receipt thereof. In the event the employee fails to respond within the required time the BOARD will consider the employee as having terminated employment with the district.
- (3) It is understood that when an employee is recalled she must accept the position for which she is being recalled. In the case of a voluntary layoff, the employee may refuse the position offered without jeopardizing their rights provided the BOARD does not have to hire a new employee. If the BOARD would have to hire a new employee or continue to pay unemployment compensation when it would not otherwise have to, such employee may not refuse the position offered without terminating employment with the school district.
- (4) It is understood that recall shall occur only when a full time position is available. In the event that the open position is of a part-time nature, employees on layoff shall be given the first opportunity to take such position. However, such procedure shall not be considered as a recall and the recall provision stated above shall not apply.
- (5) Any employee involuntarily transferred because of layoff shall have at the time of recall the option of returning to their former position ahead of any employee laid off or any employee applying for transfer.

ARTICLE IV

- (6) While employees are on layoff, no person outside the bargaining unit shall perform clerical duties previously assumed by members of the bargaining unit.
- (7) Any employee on voluntary or involuntary layoff not recalled within two (2) years of the date of layoff, will be deemed to have terminated employment with the Lake Shore Public Schools district unless she applies for a three (3) year extension.
- (8) Any employee on layoff, who declines a recall notice of comparable hours, will be removed from the recall list and all future rights to recall shall be terminated.

Section 10. Conference Workshop Allocation

The BOARD agrees to establish an allocation fund to be used for conferences and staff development activities. Should this fund become depleted, the BOARD will consider providing additional funds. Unit employees who are required to attend conferences or workshops that are beyond their regular work day or work year, will receive compensatory time or direct compensation (at the employee's hourly rate of pay) as agreed by both employee and building administrator.

Section 11. Right Upon Assault

It is mutually agreed that employees should have a work environment that is free from physical and verbal assault and harassment. Any verbal or physical assault upon an employee which occurs as a result of an employee's job duties shall be immediately reported to the employer and police. In all cases of physical assault, the BOARD shall, at its expense, make available to the affected employee a BOARD selected attorney who shall advise the employee as to her legal rights regarding such an assault with the understanding that such services will not be provided for the purpose of initiating personal claims or lawsuits.

Section 12. Help for Unpacking Shipments

At the beginning of the school year (or two (2) weeks before classes start) help shall be furnished for the secretaries and clerical librarians to lift and open heavy shipments of books and supplies.

ARTICLE IV

Section 13. Upgrading of Skills and Abilities

- (A) Employees shall possess such skills and abilities as may be necessary to successfully carry out the particular requirements of the position for which she is employed.
- (B) If, after consultation with the Superintendent or his/her designee, the immediate supervisor and the employee, it is determined that an employee does not have the necessary skills or abilities required for the position, she may be required to upgrade skills and abilities in accordance with district strategic plan and goals. The BOARD'S only obligation under this provision shall consist of books and tuition.
 - (1) Prior to requiring training, the employee shall be given, in writing a list of the skills, which are in need of upgrading and an opportunity to discuss the matter with their immediate supervisor.
 - (2) If the employee disagrees with the determination concerning the upgrading of the skills listed in Article IV, Section 13. Subsection (A), she may request a meeting with the Executive Director of Human Resources to discuss the matter further. At such meeting either party may request the presence of the FEDERATION.

Section 14. New Positions Outside of the Unit

Openings in positions outside of the unit will be posted in each building and employees in the unit will be given an opportunity to apply for such positions.

Section 15. Assuming a Temporary Position

In the event a full time employee is assigned by the BOARD to perform the responsibilities of a higher paid employee who is absent from work, such employee shall be compensated at the absence employee's hourly rate of pay after she has assumed such responsibilities for a period in excess of ten (10) work days. It is understood the payment shall be retroactive to the first day she assumed the higher paying position.

ARTICLE IV/V

Section 16. Qualifications

The BOARD and FEDERATION will establish a committee to review and revise the job qualifications for all unit positions. A majority of the committee shall be comprised of members of the FEDERATION. Revised qualifications will be disseminated to all union members on an annual basis.

ARTICLE V EMPLOYEES' WORK SCHEDULE AND VACATION

Section 1. Working Hours

- (A) The regular work day for all full time employees shall be eight (8) hours exclusive of the lunch period.
- (B) The regular work week shall be Monday through Friday. Individual schedules for each building will be established by the appropriate administrator to accommodate the specific requirements of her building or department.
- (C) The scheduling of full time employees' lunch time, which is not to exceed sixty (60) minutes in each case, shall be determined by the appropriate administrator after consulting with the employee. Such time shall be duty-free and uninterrupted, and the employee shall be permitted to leave the building during their lunch period.

All part-time employees shall be entitled to one fifteen (15) minute paid relief period per day to be taken at a time approved by their supervisor. Employees whose workday is eight (8) hours shall be entitled to a total of two (2) such relief periods.

- (D) The work year for less than 237 work day employees (fifty two (52) weeks) is as follows:
 - (1) 198 work day employees commence two (2) weeks before the first day of school and work one (1) week after the last day of school.

ARTICLE V

- (2) 203 work day employees commence three (3) weeks before the first day of school and work one (1) week after the last day of school.
 - (3) 208 work day employees commence three (3) weeks before the first day of school and work two (2) weeks after the last day of school.
 - (4) Whenever possible the employee and the building principal will cooperatively determine the most advantageous schedule for both the employee and the building level needs while adhering to the correct number of work days per year. If additional work days are required by the employee's direct administrator, a request must be made to the Department of Human Resources and agreed to by the employee. Any additional work days will be compensated at the employee's current hourly rate of pay.
 - (5) Other than the times listed in Article V, Section (D), Subsections (1), (2), and (3) above, no employee shall be scheduled to work when teachers and students are not scheduled in the buildings except as outlined in Article V. Section 2, Subsection (E).
 - (6) Less than 237 day employees interested in working during the summer shall notify the Department of Human Resources in writing by May 1 of their interest and availability. Any time worked during the summer months would be compensated at the current Non Unit & Substitutes Wage Rates.
- (E) Summer hours are defined as a 36 (thirty-six) hour work week. Summer hours will commence the week after the end of the school year, and will conclude the end of the week prior to the start of the school year. Whenever possible, the employee and the building administrator will mutually determine the most advantageous schedule for both the employee and the building level needs.
- (1) Where a four (4) day work week would create a hardship (lack of coverage) for a given building, the affected employee may be required to work five (5) days. The employee may select of the following options.

ARTICLE V

- a) Work the fifth (5) day for additional compensation at the current hourly rate of pay.
- b) Work five (5) reduced hour days.

(F) School Closing – Severe Weather Conditions

Employees may be required to work on days when school is canceled for students. Such determination shall be made at the sole discretion of the Superintendent and will be based primarily on safety factors. Secretarial employees will not be required to work on such days unless teachers and administrators are also required to work.

If schools are closed because of severe weather conditions after employees have reported to work, and students and teachers are sent home, employees shall not be required to remain more than one (1) hour after students and teachers are dismissed. In the event it is necessary for employees to remain more than one (1) hour after students and teachers are dismissed, they shall be given equal compensatory time or straight time pay at the discretion of the administrator.

In the event that lost school days must be made up due to inclement weather, acts of God, or other reasons, such days shall be considered paid in advance for employees scheduled to work and shall be made up at no additional cost to the BOARD provided teachers and students are required to make up the time lost.

Section 2. Holidays and Work Schedules During the Recesses and Breaks

- (A) Each of the days listed below which occur during an employee's work year shall be considered a paid holiday.

New Year's Day	Fourth of July
Martin Luther King Day See Appendix B	Labor Day
Winter Break	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday Spring Break	Day before Christmas
Tuesday Spring Break	Christmas Day
Memorial Day	Day before New Year's

ARTICLE V

- (B) In order to receive holiday pay an employee must work on the day immediately preceding and immediately after each holiday and recess period except when she is off work for a valid reason and received pay from the BOARD for such day.
- (C) If any of the above holidays fall on a Saturday, it shall be observed on the preceding Friday. If any of the above holidays fall on a Sunday, it shall be observed on the following Monday.
- (D) No employee shall be scheduled to work on any of the above holidays.
- (E) No employees shall be scheduled to work on days during the Christmas and Spring break. Central Office employees may be scheduled to work on days during the Christmas, Spring and other recesses, which are not holidays. If so, they shall be given equal compensatory time or straight time pay at the discretion of the administration.
- (F) Martin Luther King Day, shall stand in compliance with Article V, Section 1, Subsection (D) (4) and set forth in Appendix B, Compensation Rate Schedule.

Section 3. Vacations

Each full time employee shall receive credit for paid vacation time in accordance with the following schedule. Employment service for the purpose of determining vacation shall be computed as of the last day of the current fiscal year or the date the employee wishes to start her vacation, whichever comes first.

Years of Service to the District	198-208 Working Days	237 Working Days
3 Months to 5 years (One day per month worked per work year)	10 Days	12 Days
6 Years to 10 Years (1 ½ days per month worked per working year)	15 Days	18 Days

ARTICLE V

<u>Years of Service to the District</u>	198-208 <u>Working Days</u>	237 <u>Working Days</u>
11 Years to 15 Years (1 $\frac{3}{4}$ days per month worked per working year)	17 $\frac{1}{2}$ Days	21 Days
198-208 working days employees 16 Years and over	20 Days	

The following provisions shall apply to vacations.

- (A) Employees who work less than 52 (fifty-two) weeks will be paid for their vacation on the second pay in June. Provided, however, upon request of the employee the Executive Director of Human Resources may grant, for exceptional reasons, vacation time during the school year in lieu of payment.
- (B) Employees who work 52 (fifty-two) weeks will schedule their vacation with the approval of their immediate supervisor. However, such vacation should be taken prior to the commencement of the next school year except when the immediate supervisor approves or requires, for good cause, a different arrangement as to when vacation time is to be taken. It is understood that such employees may receive pay subject to the approval of the Executive Director of Human Resources for working in lieu of taking vacation time.
- (C) An employee may request additional time off without pay in order to extend her vacation. Such request must have the prior approval of the Executive Director of Human Resources.
- (D) Vacations for 52 (fifty-two) week employees will be granted in accordance with the request of the employee on a seniority basis to the extent it is possible to do so and still maintain efficiency of operations.
- (E) When a legal holiday occurs during an employee's vacation period, she shall be given an additional day to be added to the end of the regularly scheduled vacation.

ARTICLE V

- (F) It is understood that fifty-two (52) week employees have until December 31st of the current year to use vacation days, which have been earned during the prior fiscal year.
- (G) It is understood that 198, 203, and 208 working day employees who receives approval to take vacation days during the current work year and has not earned enough days to cover the length of the approved vacation period may draw on anticipated vacation days to be earned during the balance of the current work year.
- (H) It is understood that a fifty-two (52) week employee who receives approval to take vacation days during the current work year and has not earned enough days to cover the length of the approved vacation period may draw on anticipated vacation days to be earned during the balance of the current work year, provided that she execute a promissory note prior to the date such days are to be used. A fifty-two week (52) employee may draw her vacation pay in advance for a regular pay period which may fall during such vacation, provided she makes a written request thereof to the Business Office at least four (4) weeks prior to the scheduled vacation. If the vacation is changed, the employee shall immediately, upon such change, give written notice thereof to the same office.

Paid vacation days shall not apply to new employees who work less than fifty-two (52) weeks and are hired after September 1, 1994. This will not apply to less than 237 working day employees who subsequently become fifty-two (52) week employees.

- (I) In the event a fifty-two (52) week employee becomes disabled and is under the care of a physician and/or is hospitalized at the time a vacation is scheduled to commence, such vacation shall be rescheduled. However, in the event the disability continues past December 31st of the current work year such employee shall be compensated for all unused vacation time, which was earned in the previous work year.

ARTICLE V/VI

- (J) In the event of death of the employee, earned vacation pay shall be payable to the estate of the deceased.

ARTICLE VI

LEAVES OF ABSENCE, SICK AND EMERGENCY LEAVE AND OTHER LEAVES

Section 1. General Leave

A leave of absence may be granted by the BOARD upon request of a seniority employee for any substantial and worthwhile purpose for a period not to exceed one (1) YEAR. Upon the expiration of the leave period granted the employee shall be entitled to return to the district and assume the position held by the lowest seniority employee and shall have their seniority restored. The BOARD may extend the leave for an additional period of one (1) year, but such extension may be on terms other than those described above, all at the BOARD's discretion. Seniority shall not continue to accrue while on General Leave status.

Section 2. Pregnancy and Child Care Leave of Absence

- (A) The employee shall be permitted to continue working as long as she fully performs all of the express and implied duties and functions of the position. The following requirements shall apply to employees who are pregnant.
- (1) An employee who is pregnant must inform the Department of Human Resources within a reasonable time after she has confirmation of her pregnancy.
 - (2) The employee shall submit periodic medical reports as requested, on forms provided by the BOARD.
 - (3) A pregnancy leave must be requested at least thirty (30) days prior to the date such leave is expected to commence.

ARTICLE VI

- (4) The employee's doctor shall determine the date when such employee shall cease working, provided that there has been compliance with Article VI, Section 2., Subsection (A.) (2), above. However, if any question arises relative to the pregnancy, the BOARD may required that the employee submit to medical examinations by a duly licensed physician selected and paid by the BOARD.
- (5) The employee shall be able to utilize sick leave in accordance with Article VI, Section 3, only for the period the employee is medically unable to work. The period of such leave shall run from the date set by the employee's doctor as in Article VI, Section 2. Subsection (A) (4), above until at least the period of medical disability is completed. At that time the employee may immediately return to work. However, if the employee requests, she shall return to work at the beginning of the semester according to the following schedule.

Employees taking a leave commencing from July 1st to October 31st will return to work the following January.

Employees taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the employee's position may be filled by a temporary employee.
- (7) Upon expiration of such leave, the employee shall be reinstated to her former position and shall report to work.
- (8) While on such leave an employee shall retain full hospitalization, dental, optical and life insurance coverage for the period of medical disability. The employee shall continue to accumulate seniority for the duration of such leave.

Section 3. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

Each full time employee shall accumulate and be credited with one (1) day per month worked per working year for sick and emergency leave. In addition, each employee shall receive one additional day over and above the total number received per working year provided the employee works the entire year. At the end of the fiscal year, all such unused leave days shall be placed in the employee's leave bank to accumulate to a minimum of sixty (60) days up to a maximum of ninety (90) days.

When it is necessary for an employee to use a sick or emergency leave day, she shall notify the district's automated attendance system as early as possible, prior to the time she is to start work. In the event that the district's automated attendance system is inoperable, the employee shall notify the district attendance clerk, and/or their immediate supervisor\

(A) Sick and Emergency Leave

(1) The following additional conditions shall apply to this type of leave.

- a) Personal illness
- b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged.
- c) Employee's own wedding (limit of five (5) days).
- d) One sick day may be used for the purpose of personal business upon the exhaustion of the current year's personal leave by securing prior approval of the Superintendent or his designee.

(2) After the first pay period of the fiscal year, an employee may draw on her anticipated sick leave. If repayment is not made in days accrued, the sick days used will be deducted from the employee's leave bank or last paycheck of the current fiscal year.

ARTICLE VI

- (3) Absences directly resulting from on-the-job injuries or sicknesses shall not be chargeable to the employee's sick and emergency leave. The employee shall receive the difference between her scheduled salary and workers' compensation benefits up to the time she is eligible for Health and Accident Insurance. It is understood that an employee must apply and be judged eligible due to the nature of the injury or sickness for workers' compensation benefits in order to receive her scheduled salary without charge to her sick and emergency leave days. Moreover, the employee must show the workers' compensation check to the Payroll Department so that the proper deduction can be made.

Employees receiving payment under this provision shall be compensated at the current Workers' Compensation law. If the employee so chooses she may elect to use accumulated sick leave and/or vacation time to make up the difference in daily rate. The employee must submit the request in writing to the Executive Director of Human Resources not more than five (5) working days of the date on which the reduced compensation begins.

- a) Sickness is defined as measles, mumps, chicken pox, or lice, in such cases as the employee may establish reasonable evidence that she contracted such diseases as a direct result of employment.
- b) Injuries or sickness shall be reported to the appropriate administrator as soon as possible but no later than three (3) days after the occurrence.
- c) If an employee's on-the-job injury is a result of her own negligence or contributory negligence, her compensation shall be limited to that provided under the Workers' Compensation Act unless such employee elects to supplement such compensation by use of her accumulated sick and emergency leave days.

(B) Personal Business

- (1) Each full time employee shall be granted three (3) working days leave with pay each full working year for the purpose of personal business.

ARTICLE VI

- (2) An employee must notify the district's automated attendance system at least three (3) working days prior to the use of a personal business day except in emergency situations. Moreover, an employee shall notify her immediate supervisor of her intent to take a personal business day at the same time she notifies the district's automated attendance system.
- (3) An employee must complete the form provided by the BOARD for use of a personal business day. Such form shall be completed prior to the use of such day, if possible.
- (4) No personal business days will be granted on the day immediately preceding or after a holiday or another time period during the school year when schools are scheduled to be closed to students and teachers except when prior approval is granted by the Superintendent or their designee. A request for a personal business day on such day must be submitted in writing.
- (5) A personal business day may not be used for the purpose of taking or extending a vacation.
- (6) At the end of the current fiscal year any unused personal business days shall be placed in the employee's accumulated leave bank (a minimum of sixty (60) days up to a maximum of ninety (90) days).

(C) Funeral Leave

Each full time employee shall be entitled to leave from work, if necessary, with pay in the following cases without charge to her sick leave or emergency leave or personal business leave.

- (1) Death in immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean: mother, father, brother, sister, child, wife or husband, grandchildren, daughter-in-law, son-in-law or grandparent. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.

ARTICLE VI

- (2) Death of other relative or member of the household for a period not exceeding once (1) day. Other relative shall be defined as the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-father, step-mother, foster parent or the employee's first cousin. The employee, at the request, may utilize a sick day or personal leave day for the death/funeral of persons not specifically listed.
- (3) Each full time employee upon returning to work shall complete and return to the Executive Director of Human Resources, a funeral leave absence form.
- (4) It is understood that funeral leave is to be used for the purpose of making funeral arrangements, attending funerals, and bereavement. It is further understood that the time granted under this provision for funeral leave is considered the maximum allowance, which should be used only when necessary.
- (5) It is understood that normal two (2)-day weekends (Saturday and Sunday) shall not be considered as days used in accordance with this provision. All other days shall be considered as days used.

(D) Jury and Court Leave

Each employee shall be excused from her regularly assigned duties for jury duty or the attendance at court pursuant to subpoena provided the legal action was not initiated by the employee, her spouse or the Federation. The employee shall be compensated her normal hourly rate of pay for such jury duty. Upon payment by the court, the employee shall endorse the jury duty check over to the school district, but may keep the mileage reimbursement.

(E) Family Medical Leave Act of 1993

Employees may have additional leave of absence rights as provided under the Family Medical Leave Act (FMLA) of 1993. Copies of this act may be obtained from the Department of Human Resources.

**ARTICLE VII
EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS**

Section 1. Employee Compensation

- (A) For services rendered to the school district during the work year, each employee shall be paid in accordance with the rate schedule in Appendix A of this Agreement.
- (B) LSFES shall be required to enroll in the district direct deposit payroll program.

Section 2. Longevity

Each employee shall be paid longevity pay in addition to her hourly rate of pay in accordance with the schedule below. Payment shall be made annually in one amount to be included with the first pay in December. It is understood that longevity pay shall be computed on the basis of years of service which shall mean the time actually worked by the employee up to June 30 of the current work year. It is understood that if an employee works less than her full work year, such longevity pay for that work year shall be prorated accordingly. If proration is necessary and longevity pay has already been paid for the current work year, the amount of overpayment shall be repaid by the employee to the BOARD.

Any person(s) hired as of July 1, 2008 and thereafter shall not be eligible for longevity both now and hereafter in future collective bargaining agreements entered into by the BOARD and the FEDERATION, Local 6195. (Appendix B, Compensation Rate Schedule).

Years of Service	198 Days (Group a)	203-208 Days (Group b & c)	237 Days (Group d)
6-10 Years	\$425.00	\$450.00	\$500.00
11-15 Years	\$475.00	\$500.00	\$550.00
16-20 Years	\$525.00	\$550.00	\$600.00
21 Years and thereafter	\$575.00	\$600.00	\$650.00

ARTICLE VII

Section 3. Overtime Pay Rate and Compensatory Time

- (A) As of July 1, 1998, whenever an employee is required by the appropriate administrator to work more than eight (8) hours per day, her schedule may be modified by the administrator during the balance of that pay period to exchange hour –for-hour, time off for time worked. If such additional work time exceeds forty (40) hours for any given workweek, the employee may receive in lieu of cash payment at some point prior to the end of the current semester, compensatory time at the rate of time and one-half for all hours in excess of forty (40) hours for that week.
- (B) Overtime pay shall be predicated on time worked beyond forty (40) hours per week, and shall be calculated at time and half when all of the following conditions have been met:
 - (1) Flexible scheduling referred to in above (Article VII, Section 3. Subsection (A)) would cause serious disruption of necessary services.
 - (2) The employee and immediate supervisor obtain prior approval from the Superintendent or his designee.
- (C) If it is ever necessary that the employee be required to work on a holiday, she will be paid double her hourly rate of pay for the hours worked on a holiday.
- (D) It is understood that overtime and flexible scheduling shall be performed on the premises of the school district except when prior approval is secured from the Superintendent or his designee to perform it elsewhere.

ARTICLE VII

Section 4. Insurance Benefits

Notwithstanding the benefit provisions of the sections below (Article VII, Section 4) the terms of any contract or policy issued by a carrier determined by the BOARD there under shall be controlling as to all matters concerning, benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the BOARD or the FEDERATION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees with the processing of claims and, further, periodically review the carriers' performance of their administration of the policy contracts with the District and advise the carriers when the BOARD or the FEDERATION finds their performance unsatisfactory.

(A) Long Term Disability Insurance

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 employees after they have worked for at least one (1) day. 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.

- (1) 70% of the employee's monthly salary for the first six (6) months of disability following the above Article VII, Section 4. Subsection (A), ninety (90) day calendar period, not to exceed a monthly cap of \$4,000 per month.

ARTICLE VII

- (2) 66 2/3% of the employee's monthly salary after the above Article VII, Section 4. Subsection (A) (1), 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 sixty-five (65) the following schedule shall apply.

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

- (3) Annual 3% cost of living adjustments, with maximum of five (5) such adjustments.
- (4) Employees on long-term disability (LTD) shall have their health insurance policies, (hospitalization, dental, optical) continued for one (1) year from their last day worked.

(B) Group Term Life Insurance

Upon submission of a written application and acceptance by the carrier, the BOARD shall pay the full premium for a \$25,000 term life insurance policy through and insurance carrier to be determined by the BOARD for each employee who is eligible by hospitalization and medical insurance described in Article VII, Section 4. Subsection (C), below.

(C) Hospitalization and Medical Insurance

- (1) The BOARD will provide comprehensive hospitalization and medical coverage for all full time secretaries as follows.

ARTICLE VII

Upon submission of a written application and acceptance by the carrier, the BOARD shall pay the full premium for all employees employed full time and their eligible immediate family dependents as defined by the United States Internal Revenue Service as follows.

For the length of the Agreement, all eligible employees shall be provided the HSA Flexible Blue II with riders. The District shall fully fund the high deductible cost of the plan through 2011. If another Lake Shore Public Schools bargaining group agrees to employee premium sharing of the HSA plan, the UNION agrees to discuss same.

The provision of insurance shall be subject to limitations contained in the insurance policy.

- (2) To be eligible for the above coverage (Article VII, Section 4. Subsection (C) (1)), employees must be able to meet the "at work" requirement with the Lake Shore Public Schools before the above benefits are effective. Employees working less than a full work year shall have benefits terminated on the first day of the month following termination of employment. This provision shall be interpreted to be consistent with the requirements of the Family and Medical Leave Act of 1993 and COBRA.
- (3) It is the employee's responsibility to report to the Department of Human Resources any changes in family status within thirty (30) days of such change.
- (4) For those employees so electing, the BOARD shall provide coverage under the same conditions as in Article VII, Section 4. Subsection (C) (1) for the BC/BS Blue Care Network (HMO). The election may be made or changed only during the open enrollment period.
- (5) In the event of State or Federal legislation that impacts on current health/hospitalization coverage, it is agreed that those provisions affected by the new law shall be subject to renegotiation.

ARTICLE VII

(6) Should at some future date the BOARD decide to investigate other health insurance carriers, self funding and/or third party administrators in order to provide the same or better coverage to employees as described above, the FEDERATION shall be allowed representation on the Committee convened by the BOARD to study such alternatives. Once the BOARD makes a choice as to another carrier or third party administrator or to use self-funding for any of its health care programs, Article VII, Section 4, shall be reopened for negotiations.

(D) Vision Insurance

Maximum benefits provided to the bargaining unit and eligible family members during any period of twelve (12) consecutive months. Description of the optical insurance is included in the district benefit handbook.

The provision of insurance shall be subject to limitations contained in the insurance policy.

(E) Group Term Life Insurance for Retirees

The BOARD agrees to provide a \$6,000,000 group term life insurance policy for retirees who qualify for benefits under Michigan School Employees Retirement System or Social Security and have employed by the BOARD for at least ten (10) years. It is understood that the BOARD shall determine the insurance carrier. This benefit shall not be provided to employees hired after September 1, 1994. Employees hired after this time would have the option of purchasing the same coverage within thirty-one (31) days without a physical examination. Rates to be determined by provider.

(F) Dental Insurance

The BOARD will pay the full premium on dental insurance for each employee and their eligible dependents through an insurance company determined by the BOARD. Covered expenses are listed below. Full definition of benefits is listed in the district benefit handbook. (Reference: <http://docs.lsp.org>)

ARTICLE VII

Class I Benefits = 100%	Class II Benefits = 85%	Class III Benefits = 70% Of all covered expenses (50% for orthodontic treatment)
Comprehensive Dental Maximum Benefit Per Calendar Year, Per Person Covered, \$1,000.00		
Orthodontic Treatment Lifetime Maximum Benefit, Per Person Covered, \$1,000.00		

(G) Section 125 Plan/Flexible Benefits Program

The BOARD shall offer to its employees a Section 125 flexible benefits program. This program will provide employees with alternative health care programs, supplemental coverage at the employee expense, and the opportunity to participate in flexible spending accounts. Employees will be offered monetary incentives to opt down or drop designated insurance programs. During the course of this Agreement the BOARD agrees that monetary incentives will not be reduced below the levels stipulated in the plans initial program year.

(H) Tuition Reimbursement

The BOARD agrees to allocate the sum \$1,000.00 for the purpose of reimbursing employees for tuition paid in taking job related courses. Such courses must have the prior approval of the Executive Director of Educational Services. Reimbursement will be paid at the end of each semester after an employee has submitted evidence that she has successfully completed the course(s).

Section 5. Severance Pay

(A) Each employee who has been employed by the BOARD for a period of five (5) consecutive years shall be eligible for severance pay upon death or other termination of service. Such severance pay shall be an amount equal to 20% of the employee’s accumulated sick and emergency leave paid at the last regular daily rate.

ARTICLE VII

- (B) The BOARD agrees to provide severance pay in the amount of 50% of the employee's daily rate of pay for retirees who qualify to receive benefits under the Michigan School Employees Retirement System or Social Security and have been employed by the BOARD. Ninety (90) days may be accumulated for severance.

An employee with less than ninety (90) days will in their accumulated sick/leave bank be provided severance at the rate of 30% of the employee's daily rate of pay for retirees who qualify to receive benefits under the Michigan School Employees Retirement System of Social Security and have been employed by the BOARD.

- (C) It is understood that an employee shall have the option of accumulating sick and emergency leave days for severance purposes up to ninety (90) days or of receiving pay equal to \$30.00 per day for each unused leave day earned during the current work year (sick, emergency, and personal leave). The BOARD shall notify all employees by May 1st that such option is available and any employee who does not exercise such option by May 15th, and after employee has met the minimum sixty (60) day bank requirement, shall be deemed to have requested payment for her current unused leave days. Payment shall be made in a lump sum on the second pay in July.

Section 6. Tax Sheltered Annuities

- (A) The BOARD agrees to make available to employees a tax sheltered annuity program. The BOARD reserves the right to establish a certain number of IRS acceptable companies from which to choose. Further, the BOARD reserves the right to establish reasonable rules and procedures for the administration of a tax sheltered annuity program and to require that employees execute an agreement holding the BOARD harmless for any liability for said investments.
- (B) Payroll deductions shall continue until written notice is submitted to the Third Party Administrator (TPA) indicating a change or termination of such deductions.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Section 1. Definition

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

- (A) The termination of services of any probationary employee.
- (B) Placing a probationary employee on an additional period of probation.
- (C) Any matter for which there is now or may hereafter be provided another remedial procedure established by law.
- (D) Any rule or regulation of any state administrative agency.
- (E) Any BOARD policy, rule or regulation, which is not a mandatory subject of bargaining.

Section 2. Procedure

- (A) Step One. An employee may present her complaint to the appropriate administrator within fifteen (15) working days, after the incident or condition, which is the basis of the grievance has occurred. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) working days after he has received such complaint. A written decision on the matter will be given to the employee and FEDERATION within five (5) working days after the conference.

ARTICLE VIII

- (B) Step Two. If the aggrieved employee desires to pursue her complaint further, she must appeal in writing to the Superintendent or their designated representative within five (5) working days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent or his designated representative shall schedule a conference to attempt to resolve the complaint within five (5) working days after the appeal is received. A written decision on the matter shall be given to the employee and FEDERATION within five (5) days following the conference.
- (C) Step Three. If the Superintendent's or their designated representative's answer is not satisfactory to the grievant, she may appeal to the Executive Board of the FEDERATION for arbitration. If such grievance does proceed to arbitration, the following rules shall be observed.
- (1) The FEDERATION shall file with the BOARD a demand for arbitration within thirty (30) calendar days after receiving a copy of the decision rendered under Step Two (Article VIII, Section 2. Subsection (B)) of the Grievance Procedure. Within ten (10) working days after filing with the BOARD, if a mutually acceptable arbitrator cannot be selected by the BOARD and the FEDERATION, the FEDERATION shall file with the BOARD and the American Arbitration Association a demand for arbitration.
 - (2) The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings were conducted, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
 - (3) The award of the Arbitrator shall be accepted as final and binding on the FEDERATION, its members, the employee or employees involved, and the BOARD. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion or duress is present. The FEDERATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.

ARTICLE VIII

- (4) It shall be the function of the Arbitrator, and she shall be empowered, except as her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the excess terms of this Agreement.
- a) She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Her powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the express terms of this agreement. It is understood that any matter which is not specifically set forth in this Agreement shall not be subject to arbitration.
 - b) She shall have no power to decide any question which under this Agreement is within the authority of the BOARD to decide.
 - c) She shall have no power to award monetary damages.
 - d) She shall have no power to render a decision based upon law, as expressed by the legislative bodies, the courts, or administrative agencies.
 - e) She shall have no power to substitute her judgment for that of the BOARD.
- (5) If the BOARD disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether she has jurisdiction to act, and if she finds that she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- (6) The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed.
- a) No decision in any one case shall require a retroactive adjustment in compensation in any other case.

ARTICLE VIII

- (7) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the FEDERATION. All other fees and expenses including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Federation.
- (8) Any grievance occurring during the period between the termination date of this Agreement and effective date of a new agreement shall not be arbitrable.

Section 3. General Provisions

- (A) The FEDERATION may have a representative present at each step of the grievance procedure who may represent an employee with her consent. The appropriate administrator, upon receiving a grievance shall notify the FEDERATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless the FEDERATION has waived its right to be present or fails to attend the conference.
- (C) Each grievance or appeal shall, on forms printed by the BOARD and available through the FEDERATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this Agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant herself, and the relief requested.
- (C) At any conference under this grievance procedure, the employee, FEDERATION, and BOARD, may have present any and all witnesses they desire.

ARTICLE VIII

- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, if an administrator fails to call a conference within the specified time limits the employee may immediately proceed to the next step. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement which shall be expressed in writing.
- (E) A grievance shall always be filed at that step of the grievance procedure where there is authority to render a decision on the grievance.
- (F) Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.
- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference insofar as it does not violate the provisions of any Open Meetings Act which is now or may hereafter be in effect. Attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- (H) No grievance or decision rendered on a grievance shall be placed in an employee's personnel file.

**ARTICLE IX
DURATION, SEVERABILITY, AND AUTHORITY**

Section 1. Duration of Contract

- (A) This Agreement shall be effective as of July 1, 2009 for term of two (2) year and shall expire at 11:59 p.m., Eastern Standard Time, on June 30, 2011.
- (B) The parties agree to undertake negotiations for a new collective bargaining agreement no later than April 30, 2010.
- (C) It is expressly understood, however, that any portion(s) of this Agreement may be amended at any time during its duration by the mutual agreement of both parties, provided that both parties agree to negotiate on any proposed amendments. It is further understood that any agreements reached shall be reduced to writing and be distributed to all members of the bargaining unit.

Section 2. Severability

This Agreement and each of terms and conditions hereof, are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, the remaining provisions of this Agreement, after severance, shall remain in full force and effect insofar as possible.

ARTICLE IX/X

Section 3. Authority of the Board

It is mutually agreed that there is reserved exclusively to the BOARD all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, including specifically the Michigan School Code of 1955, as amended, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement and then only to the extent such provisions are in conformance with applicable laws.

It is understood and agreed that the BOARD may continue to make and enforce any and all reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended.

ARTICLE X MAILING ADDRESS FOR NOTICES

Section 1. Mailing Address for Notices

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, he shall furnish to the other in the manner required hereunder a written notice of such change of address.

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

Lake Shore Federation of Education Secretaries
(Home/school address of current president of LSFES)

ARTICLE XI
Ratification

Section 1. Ratification


IN WITNESS WHEREOF we have set our hands to this Agreement with intent that the execution hereof shall be deemed to be complete as of July 1, 2010.

**BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS**


GERRIT J.E. KETELHUT, President


SUSAN D. JAMIESON, Secretary

**LAKE SHORE FEDERATION
OF
EDUCATIONAL SECRETARIES**


CHERYL AGRUSA, President


JOANN PALAZZOLO, Secretary

**LSFES
APPENDIX A
2010/11 SALARY SCHEDULE**

<i>Classifications</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>	<i>Step 11</i>	<i>Step 12</i>
Group Ia	198	10.97	11.72	12.47	13.22	13.97	14.72	15.47	16.22	16.97	17.72	18.47	19.22
Group IIb	203	11.41	12.16	12.91	13.66	14.41	15.16	15.91	16.66	17.41	18.16	18.91	19.66
Group IIc	208	11.41	12.16	12.91	13.66	14.41	15.16	15.91	16.66	17.41	18.16	18.91	19.66
Group IId	237	11.41	12.16	12.91	13.66	14.41	15.16	15.91	16.66	17.41	18.16	18.91	19.66
Group IIIb	203	11.85	12.60	13.35	14.10	14.85	15.60	16.35	17.10	17.85	18.60	19.35	20.10
Group IIIc	208	11.85	12.60	13.35	14.10	14.85	15.60	16.35	17.10	17.85	18.60	19.35	20.10
Group IIId	237	11.85	12.60	13.35	14.10	14.85	15.60	16.35	17.10	17.85	18.60	19.35	20.10
Group IVd	237	12.29	13.04	13.79	14.54	15.29	16.04	16.79	17.54	18.29	19.04	19.79	20.54
Group Vc	208	12.73	13.48	14.23	14.98	15.73	16.48	17.23	17.98	18.73	19.48	20.23	20.98
Group Vd	237	12.73	13.48	14.23	14.98	15.73	16.48	17.23	17.98	18.73	19.48	20.23	20.98

The proposed LSFES wage scale, which includes wage equalization, creates a new wage scale for all employees that extends the current wage scale from six (6) steps to twelve (12) steps.

All current employees will immediately move to Step 12.

Retro to July 1, 2010.

Pay and Step freeze for the 2009/10 school year unless,

- In the event any other Lake Shore Public Schools bargaining group receives a wage increase for the 2009/10 school year, the district will meeting the LSFES bargaining team within 30 (thirty) days of their ratification, to discuss a wage increase which would not be less than the increase of any other bargaining unit.*
- Any wage increase will be retroactive to July 1, 2009.*
- This Agreement is non-precedent setting*
- Extend contract through June 30, 2011 with a wage only reopener for 2010/11*

APPENDIX A

LAKE SHORE FEDERATION OF EDUCATIONAL SECRETARIES

CLASSIFICATIONS

Group I	a	Attendance Secretary I
	a	Elementary Secretary I
	a	Middle School Secretary I
	a	High School Bookkeeping/Secondary Secretary I
	a	Media Tech Secretary
	a	Voc Ed/Secondary Secretary
Group II	b	Athletic Director Secretary
	b	Family/Student Services Secretary
	b	Special Education Secretary
	c	Counseling Department Secretary
	c	Scheduling Secretary
	c	Secondary Assistant Principal Secretary I
	d	Secondary Assistant Principal Secretary II
d	Maintenance Secretary I	
Group III	b	Elementary Secretary II
	c	Middle School Secretary II
	d	Maintenance Secretary II
Group IV	d	High School Secretary II
Group V	c	Technology Director Secretary
	d	A/P Bookkeeper
	d	Bookkeeper

APPENDIX B

1999-2011 COMPENSATION RATE SCHEDULE

1. Credit for outside secretarial or other job-related experience may be granted for all unit positions for up to three (3) years on the existing salary schedule.

2. Extra-Curricular Programs/Compensation.

High School, Middle School, Elementary Activities: Unit secretaries who assume extra-curricular positions shall be paid according to the current comparable rate.

3. It is mutually agreed that the current Special Education Secretary (Angela Shuman) position will be grandfathered in Group III b as long as she remains in the position.

4. Compensation will be paid for two (2) (one (1) elementary and one (1) secondary) district SASI Coordinator positions in the amount of \$1,000 each per school year.

5. Performance Incentive Enhancement:

Members of the bargaining unit who are assigned to a District school which has achieved Summary Accreditation as defined by the State of Michigan, shall receive a salary enhancement of up to 1.0% in recognition of the School's accomplishment. The enhancement shall be prorated to the number of hours the unit member spends in the building and in no event shall the total enhancement paid to any bargaining unit member exceed 1.0% of his/her salary.

The salary enhancement shall commence effective after receipt of the Accreditation and continue so long as the School's Summary Accreditation is maintained. It shall be paid as part of the regular bi-weekly compensation.

APPENDIX B

6. The parties agree that wages/health care (Compensation Rate Schedule, Appendix A shall be re-opened in one (1) year, July 1, 2005.)
7. The change to an hourly wage will not incur additional work hours as applied to Article V, Section 1. (E). The payment of forty (40) hours for thirty-six (36) hours of work for the time period stated in said Article will remain unchanged.
8. Individual compensation for LSFES employees will be determined by taking the immediate past ten (10) weekdays worked, which includes payday Friday and payment for negotiated Holidays as listed in Article V, Section 2 (A). (2006/08)
9. Martin Luther King day will be a paid day and count for one (1) full day for secretaries as long as, and if the day is a paid day for teachers and no-school day for students. If Martin Luther King day is not a paid off for teachers and if students are not given a no-school day, the day shall be considered to be a scheduled day of work for secretaries. This shall stand in compliance with Article V, Section 1. Subsection (D), (4) of the Collective Bargaining Agreement. (2008/09).

In lieu of Martin Luther King Day, which was a paid holiday for 2009/10, will be exchanged for the Monday after Easter for 2010/11 only.

10. Those currently employed with Lake Shore Public Schools and currently a member in good standing of the FEDERATION, having already received the longevity payment for the 2008/09 school year as outlined in Article VII, Section 2. Longevity of the expired FEDERATION collective bargaining agreement, (July 1, 2006-June 30, 2008) shall be grandfathered into the longevity clause as stated. (2008/09)

Any person(s) hired as of July 1, 2008 and thereafter shall not be eligible for longevity both now and hereafter in future collective bargaining agreements entered into by the BOARD and the FEDERATION, Local 6195.

11. Retroactive payment back to July 1, 2008 remains in effect for this proposal only. Retroactivity will not be considered beyond this proposal as presented today (February 24, 2009).

APPENDIX

12 Effective July 1, 2009 base wages for all classifications shall be subject to a *"Total Compensation Formula"*. The formula will be based on the following criteria: 1) Student Foundation 2) Student Enrollment 3) Retirement/FICA Rate 4) Step Increases 5) Employee Insurances and 6) Annual Audit. The formula will be calculated during the month of September. An increase in base wages and implementation of steps would be determined by the result of the formula being positive. Any increase to bases wages and/or steps would be negotiated as to the distribution (example: retro back to July 1, or distribute increase between October 1 and June 30). Should the *"Total Compensation Formula"* show a negative result, base wages and current placement on Appendix A will be frozen for current fiscal year.

The BOARD and the FEDERATION agree to meet at the beginning of October 2009 to determine the outcome of the *"Total Compensation Formula"*. As long as the *"Total Compensation Formula"* is included in Appendix B.

13. As long as the *"Total Compensation Formula"* is included in Appendix B, Monday and Tuesday of Spring Break will be paid holidays.
14. Contract extension to June 30, 2012 with a wage, employee benefit, and two additional items to be reopened for 2011/12.

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