

SECRETARIAL CONTRACT

Agreement Between
The Lamphere Schools
Board of Education

And

The Lamphere Association
Of Education Secretaries

July 1, 2008 – June 30, 2011

THE LAMPHERE SCHOOLS
31201 DORCHESTER
MADISON HEIGHTS, MI 48071

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ARTICLE I

Recognition

- Section 1: The Board recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, of all regularly assigned personnel, whose assignment consists of fifty percent (50%) or more, on a daily basis, of secretarial and/or clerical work, both full and part time, who are employed by the Board, with the exception of the, Executive Assistants to the Superintendent, Deputy Superintendent, Associate Superintendent, and Director of Curriculum and Instruction, the Accountant, Media Technicians, and Teacher Aides with instructional responsibilities.
- Section 2: All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated hereinafter, be referred to as "members" and/or "employees", and references to female personnel shall include male personnel.
- Section 3: During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association in respect to wages, hours and other terms and conditions of employment for employees covered under this Agreement.

ARTICLE II

Fair Practices

- Section 1: The Association agrees to admit persons to membership without discrimination on the basis of race; creed; color; national origin; gender; marital status; age or handicap and to represent all employees without regard to membership or participation in, or association with the activities of any employee association.
- Section 2: The Board agrees to continue its policy of not discriminating against any employee on the basis of race; creed; color; national origin; gender; age; handicap; marital status; or membership or participation in, or association with, the activities of any employee organization, in the hiring or placement of Association personnel.
- Section 3: The Board and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm, by this Agreement, the commitment not to discriminate against any person, or persons, because of race; creed; color; religion; national origin; age; handicap; or, except where based upon a bonafide-occupational qualification, age, and gender.

ARTICLE III

Strike Prohibition

The Association recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and on behalf of all those whom it represents, as follows:

- A. The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike, during the life of this Agreement, which is defined as *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 any purpose.*
- B. In the event of any strike in violation of this Agreement or the law, the Association will take any and all action reasonably within its power to bring the strike to an end.
- C. It is further agreed that any employee, who strikes in violation of this Agreement, shall be disciplined up to and including discharge.

Any disciplinary action taken against an employee, under this Article, shall not be imposed until a period of twenty-four (24) hours has passed from the time the employee commits the violation.

ARTICLE IV

Board Rights

It is expressly agreed that all rights which ordinarily vest and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control the District's business, the equipment and operations, and to direct the working forces and affairs of the employer.
- B. Continue its rights and past practice of assignments and direction of work to all of its personnel; determine the number of shifts and hours of work and stating times and scheduling of all the foregoing; and the right to establish, modify or change any work or business hours or days, provided, however, that such action shall not conflict with the terms and provisions of this Agreement.
- C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay-off employees so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
- E. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities. Association members are also expected to abide by all local, state, and federal laws.
- F. Discipline, including discharge, any Association member for taking part in any violation of the above provision. Prior to taking such action, the Board shall notify the Association of its intention.
- G. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- J. Determine the policy affecting the selection, testing or training of employees.

ARTICLE V

Association Rights

Section 1: Representatives:

- a. The District recognizes the right of the Lamphere Association of Educational Secretaries (LAES) to designate officers and committee members. Such representatives must be employees who meet the requirements of the LAES or employees of the Michigan or National Education Association.
- b. The Lamphere Association of Educational Secretaries agrees that it will notify the District within forty-eight (48) hours of the names of newly elected officers, committee members and employees of the Michigan/National Education Association who are authorized to represent the Lamphere Association of Educational Secretaries during the term of this Agreement. Such officers, committee members and MEA-NEA employees shall not be entitled to exercise their respective function as herein described until the District has been notified.

Section 2: Activities:

The duties and activities of the representatives shall be:

- a. To investigate and present grievances in accordance with the provision of this Agreement.
- b. To transmit such messages and information which shall originate with, and are authorized by, the Association or its officers, provided such messages and information:
 - (1) Have been reduced to writing, or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the functioning of the school district.
- c. If the employee so requests, an officer or representative of the Association may represent all members during meetings with the Administration that deal with, or could lead to, discipline, reprimand, warning, etc.

Section 3: Authorized representatives of the Association shall be permitted, upon obtaining the approval of the Superintendent, or designee, to visit schools

or buildings in the District during working hours to talk with the LAES officers and/or representatives of the District concerning matters covered by this Agreement; it being understood that there will be no interference with the work.

Section 4: Except as specifically provided herein, no employee shall make any use of working hours for any Association activities.

Section 5: The Association shall have the right to communicate with its membership using the District's mail service. All such communications will be clearly identified as Association materials and the Association accepts all responsibility for such materials.

Section 6: When facilities or equipment are desired for Association meetings, such requests will be submitted through normal channels, in accordance with Board policy.

Section 7: When approved by the Superintendent, or designee, the Board will grant a maximum total of eight (8) days annually for Association workshops and/or conferences.

Section 8: The members of the bargaining unit shall be obligated to pay dues or a service fee equal to the total membership dues, assessments, and fees to the Association for costs incurred to negotiate and administer the Agreement.

The members of the bargaining unit may fulfill this obligation in one (1) of the following ways:

- a. Pay the full amount of the service fee or membership dues to the Association Treasurer.
- b. Submit and deliver to the Association treasurer the check-off form, authorizing deduction of membership dues or services fees to the Association.

Section 9: Probationary employees must comply with Section 8 (above) within thirty (30) days following the end of their probationary period.

Employees who are presently full-time, permanent employees who have completed their probationary period must comply with this Section within thirty (30) days after the ratification of this Agreement by both parties.

Section 10: Employees must submit an Association authorization form thirty (30) days prior to the deduction from a payroll check.

Section 11: Upon filing the written authorization form, signed by the employee, the Board agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Association membership dues, assessments, and/ or service fees which have been levied by the Association and certified in writing, to the Board, within thirty (30) days after ratification of this Agreement and annually thereafter.

Section 12: The Board agrees to forward such deduction to the Association once each month. The Board further agrees to submit a list of employees from whom deductions are made in the first month, and every month thereafter, in which the deductions are made.

Section 13: Failure to comply with Section 8 within the time periods stated in Section 9 shall constitute a basis for discharge.

Upon receipt of a written request for termination because the employee has failed to comply with Sections 8 and 9, the Board shall notify the employee that her/his employment with the District shall terminate within thirty (30) days of such notification.

If the employee complies with Sections 8 and 9 before the expiration of the thirty (30) days, the termination action shall be rescinded.

Section 14: If any court of competent jurisdiction holds that the provision(s) of any section of this Article is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then Sections 8 through 12 shall be null and void.

Section 15: If any case or proceeding brought against the Board, each individual member and all administrators, in which an employee or employees, or any person or organization on his/her behalf, contest any action taken or not taken by the Board, in order to comply with the provisions of this agency shop provision, the Association agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action.

ARTICLE VI

Grievance Procedure

Section 1: The term "grievance" shall be interpreted to mean a complaint by a Lamphere Association of Educational Secretaries' member, or by the Lamphere Association of Educational Secretaries in its own behalf, alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2: A grievance may be filed and presented by an employee or by the Association through its representative(s).

Any individual employee may present her/his grievance and have it adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment.

Section 3: The term "day" when used in this Article shall, except where otherwise indicated, mean working days. Employees whose work year is less than twelve (12) months shall adhere to the work days scheduled for the full twelve-month period.

Section 4: Prior to initiating Step One of the Grievance Procedure, as outlined below, the grievant will informally discuss the matter with the immediate supervisor with or without an Association Representative, as the grievant desires.

Section 5: All grievances shall be presented in accordance with the following procedure:

a. **Step One:**

An employee having a grievance shall submit the grievance in writing to her/his immediate supervisor within (5) days of the occurrence of the event upon which the grievance is based.

The supervisor shall meet with the grievant within three (3) days to discuss the matter. The employee may choose to have the Association President, or designee, present in this meeting.

Within three (3) days after such scheduled meeting, the supervisor shall submit a written reply to the grievant. A copy of the decision shall be furnished to the grievant and to the Association.

b. **Step Two:**

If the Association is not satisfied with the disposition at Step One, the grievance shall be submitted by the Association to the Superintendent, or designee, within five (5) days. The Superintendent, or designee, shall process the grievance in one (1) of the following ways:

- (1) The Superintendent, or designee, shall meet with the Association within five (5) days after receipt of the grievance and shall indicate his/her disposition, in writing, to the Association within five (5) days after such meeting.
- (2) The Superintendent, or designee, shall inform the Association within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Association shall take place, in executive session, immediately following the next regularly scheduled Board meeting.

The Board of Education shall indicate its disposition of the grievance, in writing, to the Association within five (5) days after such meeting.

c. **Step Three:**

If the grievance remains unresolved at the conclusion of Step Two, it may be submitted to arbitration at the request of the Association, provided written notice of the Request for Submission to Arbitration is delivered to the Board, or its designee, within five (5) days after the date of the Board of Education's written communication of its decision under Step Two.

Following the written notice of Request for Submission to Arbitration, the Association and the Board, or its designee, shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the day of the Request for Submission to Arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

Provided the Board, or its designee, has given its consent the Association may elect to submit the grievance to the American Arbitration Association under its rules and regulations governing and controlling expedited proceedings.

The arbitrator shall render his/her opinion only with respect to the particular grievance submitted and such opinion shall be binding upon the Board and the Association.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association.

The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

Section 6: The arbitrator's power shall be limited to deciding whether the Board has violated an express Article or Section of this Agreement.

The arbitrator shall have no power to add to or subtract from, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute his/her judgment for that of the parties.

Section 7: The number of days provided for the presentation and processing of grievances in each step of the Grievance Procedure shall establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the Grievance Procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual written agreement between the Board, or its representative(s), and the aggrieved employee or the Association.

Section 8: If a grievance affects a group of employees or the bargaining unit as a whole, the Association may submit such grievance in writing to the Superintendent, or designee, directly, and the processing of such grievance shall be commenced at Step Two.

Section 9: If the Board does not act within the time limits stipulated within each step, the Association may proceed to the next step.

Section 10: Any time spent by any Association representative, or any other member of the bargaining unit, in connection with the grievance, shall be after her/his regular working hours and without pay.

Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the Grievance Procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

Section 11: The Board shall not be required to pay back compensation for more than one (1) year or take into consideration any such back compensation before the ratification of this Agreement. No decision in any one case shall require retroactive adjustment in any other case.

ARTICLE VII

Discipline and Discharge

- Section 1: The term “discipline” as used in this agreement includes warnings, oral or written reprimand, suspension with pay, suspension without pay and dismissal. Individuals may submit a written request to the Human Resources Department that the record of disciplinary action(s) be removed from the personnel file after a period of one (1) year. The decision of the Human Resources Administrator shall be final and is not subject to the grievance process.
- Section 2: An employee shall be entitled to have an Association representative present when being disciplined. Discipline meetings and reprimands will be conducted in private.
- Section 3: No employee shall be disciplined in an arbitrary or capricious manner.

ARTICLE VIII

Classifications

Section 1: Classification of jobs has been assigned by the number of job skills and responsibilities required for the position.

The following classifications shall be in effect:

A	B	C	D	E
Elementary Office Clerks	Lamphere H.S. Media Career Lamphere H.S. Counseling Co-Op Page Counseling - Accounts Receivable Learning Ladder Secretary Transportation Secretary	Learning Ladder Secretary Page -Secretary to Assistant Principal Central Office Enrollment & Technology Secretary to Assistant Principal - Athletic Director	Lamphere Center Maintenance & Operations Secretary to Principal Central Office- Accounts Payable, Accounts Receivable Attendance, Central Office Receptionist, Accounts Payable Special Services	Payroll

Section 2: Additions in the listed Classifications may be made by the Superintendent, or designee, when new positions are added.

The decision of the Superintendent, or designee, shall be final and will not be subject to the Grievance Procedure.

The Association shall be notified when such additions are made to the Classification listing and provided with the opportunity to negotiate the rate of pay.

Section 3: A change in a job Classification may be made by the Superintendent, or designee, when there is sufficient evidence to show that a job has required new skills and new responsibilities.

Section 4: An employee who believes that a job has acquired new skills and new responsibilities shall submit a request to the Superintendent, or designee, in

writing, requesting a job Classification change. The request shall list all the new skills and responsibilities.

- Section 5: An employee who has documented proof, approved and signed by her/his immediate supervisor, of the assumption of additional responsibilities or the learning of new additional skills, will be determined to have met the above criteria of "acquiring new skills and new responsibilities" to be eligible for a reclassification of her/his position.
- Section 6: The Superintendent, or designee, shall investigate each request received and shall schedule a meeting with the employee to discuss the request. The Association President, or designee, shall be invited to attend the meeting.
- Section 7: The Superintendent, or designee, shall communicate his/her decision on the request for reclassification, within 90 days in writing, to the employee, with a copy to the Association President and designee.

The decision of the Superintendent, or designee, shall be final and will not be subject to the Grievance Procedure.

ARTICLE IX

Promotions, Transfers and Vacancies

Section 1: The following definitions shall apply to this Article:

a. Promotion:

A promotion is a change in position which results in additional hourly compensation for work performed during normal working hours.

b. Transfer:

A transfer shall be a change in position for which the hourly rate is the same or less than the job held by an employee.

Section 2: Whenever a vacancy for a job within this bargaining unit shall occur, such position shall be posted for the members of the bargaining unit for five (5) working days.

The posting shall include the minimal qualifications for the positions, as determined by the administration, but not in conflict with the qualifications needed by the last person on the job immediately preceding her/his resignation and/or termination from the position.

Section 3: The administration shall interview all bargaining unit members who apply for the open position and shall determine if the applicant meets the qualifications described in Section 2 (above).

If more than one (1) bargaining unit member shall be deemed qualified, then the applicant with the greatest seniority within the bargaining unit shall be awarded the position on a trial basis for a period as determined by the administration but not to be less than fifteen (15) nor more than thirty (30) working days.

The Board will provide the employee with a period of orientation.

During the trial period, the vacancy created by the move of the senior employee shall be temporary and may be filled by the Board with a substitute as determined by the Board.

Section 4: The bargaining unit employee, who is awarded the position under the terms of Section 3, may elect to return to her/his former position; however, the employee shall make a written request to the Superintendent, or

designee, outlining the reason(s) before the expiration of ten (10) working days on the new job.

If more than two (2) bargaining unit employees exercise their rights under this provision, then the Board, at its option, shall not be further obligated to fill the position with a qualified member of the bargaining unit.

Section 5: In the event the employee who has moved to another position on a trial basis is not qualified for the position, the employee shall be returned to her/his former position within the bargaining unit.

a. In such cases where it is determined by the supervisor that the employee is not qualified, the supervisor shall prepare a written statement giving reasons why the employee is not qualified. A copy shall be given to the employee and, if requested by the employee, a copy shall be sent to the Association President, or designee.

b. The decision of the supervisor, in determining the qualifications of an employee during the trial period, shall be final and not subject to the Grievance Procedure.

Section 6: If no bargaining unit member shall be deemed qualified for the vacant position, the Board may hire a new, qualified candidate who shall be probationary under the terms of this Agreement.

Section 7: Whenever an employee shall be authorized to substitute for an employee in a higher classification for a period of five (5) or more consecutive working days, the employee shall be paid at the higher rate, retroactive to the first day of the consecutive period of substitute work.

Section 8: Any "summer only" position, *e.g.*, secretaries for summer school, testing, screening, etc., shall be posted for five (5) days and in all instances where, from a time available standpoint, employees are eligible. It is understood that Sections 2 through 6 of this Article are not applicable to these positions.

ARTICLE X

Probationary Employees

Section 1: All new employees will serve a three-month probationary period.

Any employees hired after the end of the school calendar year may have the probationary period extended, so as to fulfill the three-month probationary period after the start of school.

Seniority will revert to first day of hire upon completion of said probationary period.

Section 2: At any time during the probationary period when a new employee fails to satisfactorily perform the duties of the position for which the employee was hired, the administration may discharge said employee.

Termination of a probationary employee shall not be subject to the Grievance Procedure.

Section 3: Probationary employees shall be eligible for Agreement fringe benefits as follows:

- a. Life insurance shall begin at the next Board reporting period to the carrier after the employee has worked one day for the District.
- b. Sick leave will be earned as per provisions of this Agreement after the employee has worked five (5) consecutive work days.
- c. Holiday pay, personal business leave and vacation allowance shall be earned after two (2) months of consecutive employment with the District.

Section 4: Upon completion of the probationary period, the employee will be classified as permanent employee and shall be eligible for benefits given to all permanent employees.

Section 5: A written evaluation will be prepared.

The evaluation form will also be used as a means of improving the skills and techniques of the individual. The principal and/or the immediate supervisor will point out strengths and weakness in the specific areas so that the employee may upgrade her/his performance.

Following the written evaluation, the principal and/or the immediate supervisor will conduct an interview to discuss the written evaluation with the employee and the employee will sign the written evaluation as well as the evaluator.

ARTICLE XI

Seniority

- Section 1: Seniority shall mean the length of continuous service in this bargaining unit and shall be based upon the first day of work, provided the employee has completed the probationary period as outlined in Article X. If two or more employees have the same employment date, seniority shall be determined by a lottery system.
- Section 2: The Board shall provide the members of the bargaining unit and the Association Representative a seniority list of employees and it shall be updated whenever a change is made.
- Section 3: Seniority shall be lost and the employee shall be removed from the seniority list only for the following reasons:
- a. If the employee resigns or retires.
 - b. If an employee is on layoff equal to her/his length of seniority in this bargaining unit.
 - c. If the employee fails to return to work from layoff as set forth in the Recall Procedure (Article XII).
 - d. If the employee is absent for two (2) consecutive working days without notifying the Board and fails to give an explanation for the absence and the lack of notice that are satisfactory to the Superintendent, or designee.
 - e. If the employee overstays a leave granted for any reason as provided in Article XVIII.
 - f. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
 - g. If the employee is discharged and the discharge is not revised through the Grievance process of this Agreement.
 - h. If a total-disability settlement has been made with the employee.
- Section 4: A bargaining unit member who has been, in the past or will be in the future, promoted outside the bargaining unit shall not accumulate seniority credit while working in a position not included in this Agreement.

An employee who returns to the bargaining unit from a position not included in this Agreement, shall be assigned to a position similar to the one she/he held at the time of the promotion, provided that no bargaining unit member will be laid-off.

An employee who returns to the bargaining unit from a position not included in this Agreement, shall retain the seniority status she/he held at the time of the promotion.

ARTICLE XII

Layoff and Recall

Section 1: Layoff shall be defined as a reduction in work year day, or hours, as well as an assignment to a lower Classification.

Layoffs and recalls will be based upon seniority within the District.

The employee with the least seniority in the Classification in which the reduction of work occurs, will be laid-off first.

The employee laid-off may exercise the individual's District seniority to displace the least-senior employee in the same or any lower rated Classification, on a District-wide basis, whose duties the employee is capable of performing, or accept a voluntary layoff.

Employees displaced under this procedure may, likewise, displace other employees on the same basis or accept a voluntary layoff.

- a. Employees who exercise their seniority under this section will be paid at the rate of the Classification to which they are assigned. The employee will drop back to a rate comparable to her/his seniority and the Classification to which the employee is assigned.
- b. Employees who exercise their seniority under this section will be returned to their previous position before any other laid-off employees with less seniority, in the Classification from which the senior employee was laid-off, are recalled.
- c. Employees who exercise their seniority under this section to assume a new position shall be on a trial basis for a period of thirty (30) working days.

During the trial period, the Board shall provide the employee with all assistance, including training to update skills, necessary to qualify the employee to perform satisfactorily.

However, if, after the employee has been provided with the assistance available, the employee is determined not to be qualified for the new position by the Superintendent, or designee, the employee shall be eligible to exercise the rights provided above.

Section 2: Members who are laid-off shall be given a two (2) week written notice and will be placed in seniority sequence, at the top of the employment and substitute lists.

Should such members be rehired before they have lost their seniority, the employee will return to work on the same step of the Hourly Rate Schedule, unless the employee completed the year, in which instance the employee would automatically be eligible for the next increment.

All sick leave allowance and accumulated benefits will be restored to the employee upon return.

Section 3: Recall shall be in the reverse order of layoff.

ARTICLE XIII

Work Schedule

- Section 1: The work year, including paid holidays and paid vacation time, for all bargaining unit positions will be one (1) of the following:
- a. Ten (10) month employee: Employees working in school buildings will work September 1 through seven days following the last scheduled teacher day of the school year.
 - b. Ten and one-half (10 1/2) month employee: Employees working in school buildings will work 10 days prior to the first teacher day through seven days following the last scheduled teacher day of the school year.
 - c. Eleven (11) month employee: Employees working in school buildings will work August 1 through seven days following the last scheduled teacher day of the school year.
 - d. Eleven and one-half (11 1/2) month employee: Employees working in school buildings will work July 15 through seven days following the last scheduled teacher day of the school year.
 - e. Twelve (12) month employee: July 1 through June 30.
 - f. Days equal to student attendance days.

** From time to time it may be beneficial to adjust the work year of an employee. For example, it may not be necessary for the employee to work the designated number of days following the school year but may be more beneficial for them to work additional days prior to the beginning of the school year. Therefore, with mutual agreement between the employee and administrator the work year may be adjusted accordingly.

Section 2: An employee who works less than twelve (12) months per year, in case of unique circumstances, may request, in writing, that the superintendent, or designee, permit her/him to acquire additional time to be utilized at a later time during the work year. The decision of the superintendent, or designee shall be final and will not be subject to the grievance procedure.

Section 3: Except in circumstances deemed necessary by the administration, the regular forty-(40)-hour week for full-time employees shall be scheduled Monday through Friday of each week.

Section 4: The work day for all full-time employees shall be eight hours (8), exclusive of the duty-free lunch hour.

Section 5: Employees shall be entitled to two (2) rest breaks, not to exceed fifteen (15) minutes each, during each eight (8) hour day worked.

Each break shall be scheduled with the approval of the supervisor.

Section 6: When an employee is scheduled to work overtime immediately following her/his eight-(8)-hour shift and the overtime is anticipated to exceed two (2) hours, the employee shall be entitled to a fifteen-(15)-minute break before beginning the overtime.

Section 7: Provided school is not in session on the Friday prior to Labor Day and/or Martin Luther King Day, employees in school buildings may trade the day(s) for district designated summer in-service day(s) attended.

ARTICLE XIV

Holidays

Section 1: Employees will be granted the following paid holidays:

- a. Independence Day (Twelve [12] month employees only.)
- b. Labor Day
- c. Thanksgiving Day and the day after
- d. Christmas Day and day before
- e. New Year's Day and the day before
- f. Good Friday
- g. Monday following Easter – If school is not in session. If school is in session, the employee shall be awarded one floating holiday which may be taken on a mutually agreeable day.
- h. Memorial Day
- i. Floating Day Employees may use as desired, subject to approval of immediate supervisor

Section 2: In order to qualify for holiday pay, the employee must have worked the scheduled work day before and the scheduled work day after the holiday or be on an approved paid leave of absence, (*i.e.*, vacation).

An employee who uses a sick day on the day before or the day after a holiday may be required to provide proof of illness. The final determination, in cases of illness, for qualification for holiday pay will rest with the Superintendent, or designee.

Section 3: If a holiday mentioned above falls on a Saturday or Sunday, the Board may designate the work day preceding or succeeding as the paid holiday. If this designation is not made, then each employee affected will receive either an additional day's pay, or an additional day's vacation time, at the discretion of the Board.

Section 4: When Independence Day (July 4) falls on Thursday, the following Friday will also be a paid holiday.

Section 5: When Independence Day (July 4) falls on Tuesday, the preceding Monday will also be a paid holiday.

ARTICLE XV

Vacation

Section 1: Full-time employees, hired prior to July 1, 2008 following the successful completion of, two months of their probationary period shall begin earn one (1) day of non-accumulative vacation pay for each month worked in the District.

Full or part-time, less than 12-month employees, hired effective July 1, 2008 or later, would not be eligible for vacation pay.

Permanent employees not employed on a full-time schedule shall receive vacation credit on a prorated basis.

Section 2: Upon completion of four (4) continuous years of service as a member of the bargaining unit, an employee will receive additional paid vacation time as provided below:

a. At the start of five (5) through nine (9) years of continuous service --

The employee shall earn 1.25 days per month of vacation allowance.

b. At the start of ten (10) through fourteen (14) years of continuous service

The employee shall earn 1.5 days per month of vacation allowance.

c. At the start of fifteen (15) or more years of continuous service --

The employee shall earn 1.67 days per month of vacation allowance to a maximum of twenty (20) days.

d. Any fractional accumulated vacation time shall be calculated by rounding to the nearest quarter hour. At the end of the contract year, all fractional accumulated vacation time shall be paid, based on the employee's hourly wage rate, in the last pay check of the appropriate fiscal year.

Section 3: All twelve (12) months employees shall use vacation time during the year in which it is earned or within the following twelve (12) months. At the end of such time, any unused vacation time still remaining from the previous year shall be paid to the employee rather than accumulated as future vacation time.

Section 4: Employees whose work year is less than twelve (12) months shall use earned vacation time when schools are not in session.

Employees who have earned vacation time in excess of the time needed to cover the recess periods may use such time at any time during their scheduled work year, provided it meets with the approval of their immediate supervisor and the Superintendent, or designee.

Any unused vacation time shall be included as pay in the last paycheck of the fiscal year.

Section 5: All vacation days shall be used only at times approved by the supervisor, and shall be guided by seniority.

All applications for vacations shall be in writing, and sent to the Superintendent, or designee, for final approval.

Section 6: Annual-vacation-day accrual will be computed as of July 1 each year. Employees will be credited with vacation days according to the years and months worked as of July 1.

Section 7: Any employee whose services are discontinued will not forfeit her/his rights to earned vacation time.

Employees whose employment with the District is terminated or reduced for any reason whatsoever, and who shall have used vacation time in excess of the days earned, shall have deducted from their pay an amount of money equal to the pay received for the vacation time used in excess of days earned.

Section 8: Increased Vacation Option:

Twelve month employees and less than twelve month employees who do not work in school buildings may apply to purchase up to an additional 5 vacation days, provided the employee submits his/her request in writing to their Supervisor on, or before, May 15 of each year for the following school year. Every effort will be made to accommodate the request, however, it is recognized by both parties that there may be times when requests cannot be granted inasmuch as a workforce must be maintained to accomplish the job.

Employees will be notified of approval or denial of increased vacation options within two (2) weeks of the request being received by their supervisor. Employees who have had a request granted will have their pay reduced by an amount equal to the pay they would have received. The total amount to be reduced will be spread over the school year via a payroll reduction. (By way of example, an employee who earns \$145 a day purchases an additional 3 days vacation at a total cost of \$435. The employee receives 26 pays each year, so his/her biweekly paycheck would be reduced by \$16.73. Should an employee separate from employment prior to the end of the year, he/she will have any outstanding obligation deducted from their check.)

ARTICLE XVI

Leave of Absence With Pay

Section 1: The following provisions shall apply to sick leave allowance:

- a. Each full-time employee who has completed the probationary period shall earn and accumulate one (1) day for each month worked during a fiscal year.
- b. The permanent employee shall be credited with the number of allowable days, not to exceed twelve (12) days at the beginning of the fiscal year.

Employees shall be credited with a service accumulation for sick leave purposes at the end of each fiscal year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the employee.

- c. Probationary employees begin earning full sick leave time beginning the first day following the completion of the probationary period. During the period of probation, the employee shall earn one-half (1/2) day per month of sick leave time for each full month of employment. The probationary employee shall not be credited with the full amount of probationary sick leave allowance (one and one-half [1 1/2] days) at the time of hire, but shall earn the days upon completion of each month of employment (one-half [1/2] day per month).

Section 2: Sick leave pay shall be authorized for the following causes:

- a. Personal illness.
- b. Scheduled medical diagnostic tests.
- c. A maximum of ten (10) days per year, per emergency illness in the immediate family when necessary care cannot be arranged. The immediate family shall be limited to the employee's spouse, son, daughter, or any dependent relative living permanently in the family household.
- d. Death in the immediate family, which shall include the employee's spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents, or any others approved by the Superintendent of his designee.

The Board shall grant the first two (2) approved bereavement days each year without deduction from sick leave.

- Section 3: Notification of absence must be reported to the employee's supervisor, or such other person designated by the Board, at least one (1) hour before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day.
- Section 4: If the absence has been because of personal illness for a period of ten (10) or more consecutive working days, the employee will file with her/his supervisor, before returning to duty, a physician's certification that the employee is ready and able to return to work.
- Section 5: Any employee who is absent due to personal illness for eleven (11) or more consecutive working days will submit a physician's certification stating the nature of the illness and expected length of disability.
- Section 6: Any employee who is absent due to personal illness for ten (10) or more consecutive days that are not covered by the sick leave accumulation will apply for a leave of absence without pay for the estimated duration of the disability following the procedures of Article XVII, Section 1, a, of this Agreement.
- Section 7: Employees who are dropped from full-time employment with the District for any reason whatsoever and who shall have used sick days in excess of those earned, shall have deducted from their last paycheck an amount of money equal to the pay received for days used above the earned amount of sick days.
- Section 8: Permanent employees shall be eligible for three (3) days of leave with pay during the fiscal year which are identified and qualified as personal business leave.

Permanent employees who achieve seniority after the fiscal year shall have begun, shall be eligible for personal business leave on a prorated basis.

- Section 9: Personal business days must be applied for in writing, certifying that the reason for the request is in compliance with the provisions of the contract, a week in advance, whenever possible, for the Superintendent's approval, or that of the designated representative.

The fraudulent use of a personal business day shall result in disciplinary action, including dismissal, against the employee.

Personal business is defined as business of a personal nature which cannot be transacted at times other than during the employee's normal working hours.

- a. Court cases, government or other legal business.

- b. Moving.
- c. Religious observance of an IRS approved tax-exempt religion; provided, however, such day is deemed a high holy day and requires the employee's absence from work.
- d. Death of a person, not in the immediate family, but deemed especially close by the employee.
- e. Graduation from high school, college or an accredited institute of learning of the member or of a member of the immediate family.
- f. Marriage of the employee or a member of the immediate family.
- g. Matters of an emergency nature allowable at the discretion of the Superintendent, or designee.

Section 10: At the end of the fiscal year, the Board shall add any unused portion of the three (3) day personal business allowance to the individual's sick leave accumulation for the ensuing year.

Section 11: An employee called for jury duty shall be paid her/his regular salary for time lost from school duties. However, the employee shall return to the Board other compensation, excluding mileage payment, for performance of such duties.

Section 12: An employee who sustains an injury or occupational disease arising out of and/or in the course of her/his employment shall be entitled to Worker's Compensation benefits.

All employees must report all injuries, in writing, upon sustaining the injury.

The Board will assist in expediting all Worker's Compensation claims.

ARTICLE XVII

Leave of Absence Without Pay

Section 1: The Board, or its designee, may grant members of the bargaining unit who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay for the following reasons only:

- a. Health reasons, including personal disability or a disability of members of the immediate family (spouse, son or daughter living in the employee's household or legal dependent of the employee).

On health leave of absence, the Board will pay the first two (2) months of group life insurance and group health insurance.

- b. Child care.
- c. Military service, including the National Guard.
- d. Other, as determined by the Superintendent, or designee.
- e. Eligible employees covered by this agreement shall be entitled to applicable provisions under the Family Medical Leave Act (FMLA) as stipulated by Board Policy and the Act.

The particular circumstances surrounding each request for a leave of absence will be reviewed by the Board with the understanding that its decision in no way will establish a precedent.

Section 2: For the purposes of this Agreement, the term "child bearing" shall be interpreted to mean the period of time from the day of the birth of a baby until the physician certifies the mother free of disability, normally a six (6) week period.

For the purpose of this Agreement, the term "child care" shall be interpreted to mean that the employee spends full time caring for an infant child from the end of the child bearing period of time up to and including the first year of the infant's life.

Section 3: Conditions:

- a. Employees must have worked two (2) full years for the Lamphere Schools before being eligible for leave.
- b. The basic leave is a maximum period of twelve (12) consecutive months.

A leave may be extended for an additional twelve (12) consecutive months at the discretion of the Board.

- c. Employees who shall return from a leave, including any approved extension, within six (6) months a starting such leave shall return to their former positions.

Employees whose leave, including any approved extension, shall be greater than six (6) months, including any approved extension, but not greater than twelve (12) months shall be placed in an open position within the same Classification; provided, however, if no open position is available, the employee shall replace the least senior employee in the same Classification if that employee has less seniority than the employee returning from leave. Should the seniority of all employees in the Classification be greater than that held by the employee coming back from a leave, then the returning employee shall replace an employee with less seniority in a lower Classification, starting with the least person in such a Classification category.

Employees, whose leave, including extensions are greater than twelve (12) months, shall be placed in the first available position; provided, however, that the employee returning from leave shall not be automatically eligible for an open position that is in a higher Classification than the position the employee held prior to the leave, but must conform to the promotion procedures outlined on Article IX of this Agreement.

- d. If the employee on leave accepts a job with another employer while on leave without Board approval, her/his leave will be automatically terminated and her/his employment with the Lamphere Schools will terminate.
- e. An employee on leave of absence shall not lose sick leave time accumulated prior to her/his leave. However, sick leave time shall not accumulate during her/his leave of absence.
- f. Employees given a leave of absence without pay will be permitted to pay regular contributions to the insurance plans covered by the Agreement and which are allowable by the applicable insurance company.
- g. While an employee is on a leave of absence without pay, there shall be no advancement on the Hourly Rate Schedule.

- h. Employees granted a leave of absence without pay shall retain seniority status as defined in Article XI but shall be subject to the terms of the layoff procedure, if necessary, as outlined in Article XII of this Agreement.
- i. An eligible employee who shall meet the condition of this Article must submit a written request to the Superintendent or his designee at least thirty (30) days before such leave shall begin, except in cases of emergency where the administration determines there has been an emergency.
- j. Employees shall be required to file a written notice of availability with the Superintendent no later than thirty (30) days prior to the termination of the leave, except in cases of emergency where the administration determines there has been an emergency. Failure to comply with this provision shall be interpreted as a resignation from the District by such employee.
- k. Before returning to their duties, employees who have been on a child bearing or health leave of absence must be certified by their physician as being ready and able to return to their full assignment. *(NOTE: "Child Bearing Leave" may be a leave of absence with pay through use of accumulated sick leave allowance time, provided the employee has a sufficient accumulation of sick leave allowance time to cover the length of the leave of absence.)*

Section 4: Eligible employees covered by this agreement shall be entitled to applicable provisions under the Family Medical Leave Act (FMLA) pursuant to Board Policy and the Act. It is understood that FMLA leaves run concurrently with any applicable leave time provided by the bargaining agreement.

Section 5: Excessive absences may be considered sufficient reason, after receipt of a Board-paid second medical opinion, to place the employee on the health-related leave of absence.

ARTICLE XVIII

Working Conditions

- Section 1: Employees shall not be required to supervise students.
- Section 2: Employees shall not be required to work in areas where known health hazards exist. Further, employees shall be notified of any governmental-directed tests and their results regarding the employees' work environment/area.
- Section 3: No bargaining unit member shall be expected, or required, to do preparations for supervisors, administrators or teachers taking classes, working on advanced degrees or teaching classes outside of the Lamphere Schools.
- If a bargaining unit member desires to accommodate the supervisor, administrator or teacher, she/he may do so after the employee's normal working day. The rate of pay to be agreed upon between the employee and the requester.
- Section 4: Employees, who shall be authorized to use their cars during the course of their employment, shall be paid at the rate by the IRS as of July 1, each year.
- Section 5: The board maintains its right to have work performed by an outside firm(s) and/or source(s) for the following reasons:
- a. Emergencies;
 - b. Time factor(s) and/or deadlines;
 - c. Need for special equipment, tools, and/or materials;
 - d. Work is of a temporary nature; and/or
 - e. Economy, including to avoid temporarily increasing the number of employees.

ARTICLE XIX

Compensation

Section 1: The employees covered under this Agreement shall receive a base hourly rate as follows:

- a. The *2008/2011 Schedule A* shall begin on July 1, 2008, and shall terminate at the end of the day on June 30, 2011.

Section 2: The time element between each step shall be twelve (12) months.

Section 3: Annual increments shall be paid to employees according to the Hourly Rate Schedule and shall receive annual salary increments on their anniversary date of hire as a bargaining unit employee.

Section 4: Longevity Steps shall be attained in each Classification after the completion of fifteen (15), twenty (20), and twenty-five (25) years of service in the bargaining unit.

An approved leave of absence will not be considered an interruption in service, but any time spent on such leave will not be counted as part of the service time towards longevity.

Section 5: All approved hours worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, provided that such overtime payment is recommended by the immediate supervisor and has the approval of the Superintendent, or designee.

Section 6: Employees who shall be required to work on a paid holiday shall be paid overtime pay at a rate of two (2) times their daily rate in addition to their holiday pay.

Section 7: The pay period for any one (1) week shall be defined as starting at 12:01 a.m. Monday and terminating at midnight the following Sunday.

Section 8: Bargaining unit members shall have the right to receive their pay in one (1) of the following ways provided that written notification is made to the Payroll Office prior to the issuance of the first check in September:

- a. Employees may elect to receive their pay in equal installments equivalent to their work year.

- b. Employees may elect to receive their pay in twenty-six (26) equal installments throughout a twelve (12) month period (September through August). Employees who are not working during July and August will provide the Payroll Office with a summer address.
- c. Employees may elect to receive their pay in twenty-six (26) installments with the final school check (June) containing a lump-sum payment for the summer months.

Section 9: The Board shall continue to pay the mandatory State of Michigan retirement contributions for salaries received by members of this bargaining unit. However, the Board will not be expected or required to pay any voluntary contributions to the Michigan Public School Employees Retirement System elected by members of this bargaining unit.

ARTICLE XX

Insurance Coverages

A full-time bargaining unit member must meet the eligibility requirements of the insurance carrier to be eligible for Board-paid insurance coverage.

Section 1: The Board agrees to furnish all members of the bargaining unit with group life insurance coverage in the amount of forty thousand dollars (\$40,000). The policy shall provide for double indemnity for accidental death and dismemberment.

Section 2: HEALTH INSURANCE:

- a. The Board shall pay the health insurance premium for eligible employees hired prior to July 1, 2008 and their dependents as provided in this Section.

All eligible employees hired July 1, 2008 or after, shall pay \$50 toward the monthly insurance premium making them eligible for the benefits provided in this section; however, a married employee's spouse shall not be eligible in the board plan if the married employee's spouse is eligible for paid health insurance in the course of the spouse's employment. The employee shall be required to provide evidence of the spouse's lack of health insurance eligibility as required by the administration. If the employee's spouse is eligible to receive health care, then the district will cover only the employee and eligible dependent children.

- b. Coverage to be offered, or equivalent:

Michigan Blue Cross/Blue Shield CB15 Dual Funded Wrap with Michigan Employee Benefit Services

The annual deductible shall be \$250/\$475 effective January 1, 2009

The annual deductible shall be \$275/\$500 effective January 1, 2010

The annual deductible shall be \$300/\$525 effective January 1, 2011

The Board, at its option, may implement a "passive PPO," which does not impact the level of benefit negotiated or "menu" of providers.

- c. The Board will provide all employees, selecting health care coverage with a paid drug prescription plan, administered by a company of the district's choice that will provide a co-payment of \$20 for "name brand" medication and a co-payment of \$5 for generic medication.

- d. A Section 125 Flexible Spending Account will be provided for the purpose of allowing employees payroll deductions for certain medical and dependant care expenses.

Section 3 The Board shall not be required to provide health insurance coverage to a bargaining unit member who is under another comparable health insurance plan or policy. The bargaining unit member must certify that she/he is not knowingly covered under another health insurance plan or policy which is at least equal to that provided by the Board.

Bargaining unit members who cannot withdraw from coverage under the other policy may request the Board and Association to permit coverage under the Boards health insurance plan.

Bargaining unit members who are discovered to have provided false certification shall immediately be removed from the Board’s health insurance plan and shall not be eligible for the option to health provisions of this agreement for the remainder of the fiscal year.

Section 4: If an eligible bargaining unit member does not elect health insurance coverage, the following amounts will be paid as a stipend to the bargaining unit member:

<u>COVERAGE ELIGIBILITY</u>	<u>ANNUAL AMOUNT</u>
Full Family	\$1,000
Two Person	\$ 900

If at least six (6) eligible full-time bargaining unit members do not elect health insurance coverage, the following amounts will be paid as a stipend to the bargaining unit member:

Full Family	\$1,600
Two Person	\$1,300

If a least eight (8) full-time bargaining unit members do not elect health insurance coverage, the following amount will be paid as a stipend to the bargaining unit member:

Full Family	\$2,000
Two Person	\$1,400

Section 5: The above health insurance-related benefits (Sections 2 and 3) shall be prorated, based on the bargaining unit member’s percentage of employment.

Section 6: The Board shall provide vision care coverage equal to the current plan.

Section 7: The Board shall provide dental insurance as follows:

Diagnostic	75%/25%
Restorative	75%/25%
Prosthesis	75%/25%
Orthodontics	60%/40%

Maximum expenditures shall be limited to:

- a. Basic and major services (*Diagnostic, Restorative, Prosthesis*)--\$1,200 annually per covered individual.
- b. Orthodontics expense--\$800 lifetime maximum per covered individual.

Section 8: The Board agrees to pay the premiums for an Income Protection Insurance Plan (*also referred to as a Long-Term Disability Plan*) which provides a combined employee income of sixty-six and two-thirds percent (66 2/3%) with a combined maximum of One Thousand, Eight Hundred Dollars (\$1,800) per month of an employee's salary after either depletion of the employee's accumulated sick time or ninety (90) days of illness or disability based on the employee's choice.

The employee must notify the Superintendent, or designee, in writing, of her/his irrevocable choice, during the term of said illness or disability, not later than the forty-fifth (45) day of illness or disability.

Group health insurance premiums, as described in Article XX, Section 2, of this agreement which were being paid by the Board prior to the commencement of Long-Term Disability insurance payments may be continued as provided:

- a) The employee notifies the employer of the intent to continue health insurance.
- b) The Board will pay 50% of the single subscriber health care premium and the employee will be responsible for 50% of the premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work, or the employee obtains other coverage, whichever occurs first. Group Health Insurance will be provided by the Board's current carrier.

Section 9: The benefits included in this Article shall be by way of a fringe benefit with no cash reimbursement to any employee.

Section 10: For appropriate coverage of any benefits listed in this Article, the employee shall certify in writing that the employee is entitled to such insurance coverage. Violation of this certification shall require the employee to reimburse the Board for all payments made in her/his behalf and exclusion from this benefit.

It is understood there is no limitation of time for this provision to be invoked.

Section 11: Upon termination, resignation, dismissal, etc., from the Board, the employee's health insurance, as described above, will cease to be paid by the Board. Except, however, an employee may by cash payment prepay her/his insurance for those months between employment, provided such procedure is in accordance with the insurance company and/or applicable law.

ARTICLE XXI

Retirement

All employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked for the Lamphere Schools for ten (10) years immediately prior to the date of their retirement shall receive a lump sum payment equal to fifty percent (50%) of the remaining days in their sick leave allowance accumulations at the rate they were to be paid to the employee at the time of retirement. Such lump sum payment shall be capped at seven thousand, Five Hundred, dollars (\$7,500).

ARTICLE XXII

General Provisions

Section 1: When a duly-authorized administrative official deems that a school or building cannot open for business because of an emergency nature or abnormal happening, the employee may be required to report to work at another building during the period of emergency.

Employees sent home or requested not to work by the duly authorized administrative official during this period of emergency will not suffer a loss in salary.

Section 2: The Association and Board agree that the employment of members of this bargaining unit in the Lamphere Schools is necessary to further the educational goals for all its students. A necessary part of this employment is the insurance that a full work force is available when needed to perform work required to accomplish the educational goals. Recognizing this, both parties agree to make every effort to insure that the absenteeism of an employee is just cause.

Whenever an employee's absenteeism is a matter of concern, the Superintendent, or designee, shall meet with the employee to discuss the problem.

If, in the Superintendent's opinion, a cooperative effort from the Association is necessary, the Superintendent, or designee, may follow the procedures below:

- a. The Superintendent, or designee, shall notify, in writing, the Association President or representative, when he/she believes an employee's absenteeism record is a matter of concern.
- b. The Association President, or designee, may meet with the employee to discuss the absenteeism record of the employee.
- c. Suggestions and/or counsel may be given to the employee by the Association which shall further the aim of improving the employee's work attendance record.
- d. The Association shall notify the Board, or its designee, of the action taken.

Section 3: The Board, at its discretion, may pay for travel and registration fees of employees who shall attend approved conferences and/or workshops which would be of benefit to the District.

To qualify for a conference, the employee shall forward a written request to the Association President, or designee, detailing the title of the conference, place, dates, cost and how it will benefit the District. The Association President, or designee, shall forward this request with her/his recommendation to the Superintendent, or designee, for consideration.

Notification of approval or disapproval shall be communicated to the Association President, or designee, and the employee requesting the conference. The decision of the Superintendent, or designee, shall be final and not subject to the Grievance Procedure.

Section 4: When requested by the bargaining unit member or required by the Board and prior written approval is given by the Superintendent, or designee, the full cost of tuition, fees and books for work-related classes shall be paid by the Board. The decision of the Superintendent, or designee, is not subject to the Grievance Procedure.

Section 5: Employees shall not be held responsible for the loss, within the school or while on official school business, of school property or of a student's property, unless proof of negligence is established.

Section 6: It is recognized that several cooperative work education programs in the schools are valuable and necessary experiences to the educational welfare of the students, and that the hiring of temporary employees, referred to as students, in no way interferes or conflicts with the duties or privileges of employees.

It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary students employees.

Section 7: Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement.

Section 8: The Board will, upon written request, provide the Association with such statistics on financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.

Section 9: The Board shall provide each member of the bargaining unit and the Association a copy of the Collective Bargaining Agreement via CD, web page link or e-mail.

ARTICLE XXIII

Separability and Saving

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit.

In the event that any provisions of this Agreement shall at any time be held to be contrary to law, then such provisions shall be no force and effect, but all other provisions shall be continued in full force and effect.

Those provisions which are affected by law shall be subject to renegotiations by the Board and the Association in order to bring the provision(s) within the limits of the law.

ARTICLE XXIV

Waiver

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless by mutual agreement.

ARTICLE XXV

Duration of Agreement

This Agreement shall be effective as of July 1, 2008, and shall continue and remain in full force and effect to June 30, 2011, as otherwise provided herein. All salaries agreed to on this date shall commence on July 1, 2008, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties set their hands and seals this _____ day of July, 2008.

For the Board of Education, The Lamphere Schools, Madison Heights, Oakland County, Michigan

President		Date		Witness		Date
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Secretary		Date		Witness		Date
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For the Lamphere Association of Educational Secretaries, MEA/NEA

President		Date		Witness		Date
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Secretary		Date		Witness		Date
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CLERICAL SCHEDULE A

2008/2009 PAY SCHEDULE:

SECRETARIES PAY SCALE 2008-09					
	A	B	C	D	E
STEP					
1	13.14	13.54	13.94	14.26	15.50
2	14.07	14.47	14.95	15.27	16.62
3	15.18	15.68	16.05	16.41	17.64
4	15.63	16.05	16.53	16.92	18.05
5	16.14	16.62	17.00	17.32	18.65
6	16.61	17.00	17.51	17.83	19.07
7	16.92	17.41	17.84	18.20	19.59
8	17.17	17.68	18.11	18.46	19.98
9	17.44	17.94	18.39	18.75	20.38
10	17.77	18.31	18.76	19.11	20.89
15	18.13	18.85	19.11	19.49	21.72
20	18.48	19.41	19.68	20.08	22.59
25	18.67	19.60	19.98	20.47	23.04

- 2% lump sum, off-schedule payment in June 2008
- .5% on-schedule increase over 2007/2008

2009/2010 PAY SCALE:

SECRETARIES PAY SCALE - 2009-10					
	A	B	C	D	E
STEP					
1	13.21	13.61	14.01	14.33	15.58
2	14.14	14.54	15.03	15.35	16.71
3	15.25	15.76	16.13	16.49	17.72
4	15.71	16.13	16.61	17.00	18.14
5	16.22	16.71	17.09	17.41	18.74
6	16.69	17.09	17.60	17.92	19.17
7	17.00	17.50	17.93	18.29	19.69
8	17.26	17.77	18.20	18.55	20.08
9	17.52	18.03	18.48	18.84	20.48
10	17.86	18.40	18.85	19.21	20.99
15	18.22	18.94	19.21	19.59	21.83
20	18.57	19.51	19.78	20.18	22.70
25	18.76	19.70	20.08	20.57	23.16

- .5% on-schedule increase over 2008/2009
- Secretarial staff will receive a 1.0% increase over the 2008/2009 rate if the Foundation Allowance increase is equal to or greater than, \$170 over the 2007/2008 foundation allowance. This provision is null and void if there is a reduction or loss of 20j funding to the District.
- Secretarial staff will receive a 1.5% increase over the 2008/2009 rate if the Foundation Allowance increase is equal to or greater than, \$220 over the 2007/2008 foundation allowance. This provision is null and void if there is a reduction or loss of 20j funding to the District.

2010/2011 PAY SCALE:

	SECRETARIES PAY SCALE - 2010-11				
	A	B	C	D	E
STEP					
1	13.28	13.67	14.08	14.40	15.66
2	14.21	14.61	15.10	15.42	16.79
3	15.33	15.84	16.21	16.58	17.81
4	15.79	16.21	16.69	17.09	18.23
5	16.30	16.79	17.17	17.49	18.84
6	16.78	17.17	17.68	18.00	19.26
7	17.09	17.59	18.02	18.38	19.79
8	17.34	17.86	18.29	18.64	20.18
9	17.61	18.12	18.57	18.93	20.59
10	17.95	18.50	18.94	19.31	21.10
15	18.31	19.04	19.31	19.69	21.94
20	18.67	19.60	19.88	20.28	22.82
25	18.86	19.80	20.18	20.67	23.27

- .5% on-schedule increase over 2009/2010
- Secretarial staff will receive a 1.0% increase over the 2009/2010 rate if the Foundation Allowance increase is equal to or greater than, \$270 over the 2007/2008 foundation allowance. This provision is null and void if there is a reduction or loss of 20j funding to the District.
- loss of 20j funding to the District.
- Secretarial staff will receive a 1.5% increase over the 2009/2010 rate if the Foundation Allowance increase is equal to or greater than, \$320 over the 2007/2008 foundation allowance. This provision is null and void if there is a reduction or loss of 20j funding to the District.

