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**Agreement**

**Board of Education, Lakeview Public  
Schools  
St. Clair Shores, Michigan**

**And**

**Lakeview Secretarial/Clerical Union**

**Represented by**

**International Union of  
The American Federation of State, County  
and  
Municipal Employees,  
Council 25, Local 1317**

**2015 – 2019**

## DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing **July 1, 2015, and ending June 30, 2019**. The Agreement may be extended beyond its expiration date by mutual agreement of the parties. Either party may request such extension in writing, and any agreement for extension shall also be in writing and signed by the respective parties.

This Agreement shall not be extended orally. Request for modification or changes in this Agreement shall be made at least sixty (60) days prior to the expiration date.

Upon mutual agreement of both parties, this contract may be opened at any time for the purpose of suggesting language changes.

LAKEVIEW BOARD OF EDUCATION

AFSCME COUNCIL #25, LOCAL 1317  
Lakeview Secretarial/Clerical Union

By \_\_\_\_\_  
Daniel Dombrowski, President

By \_\_\_\_\_  
Paul Long, AFSCME Representative

By \_\_\_\_\_  
Donald Wheaton Jr., Secretary

By \_\_\_\_\_  
Denise Lipsett, President

By \_\_\_\_\_  
Timothy Houlihan, Vice-President

By \_\_\_\_\_  
Shelly Bowie, Negotiation Team Member

By \_\_\_\_\_  
Karl D. Paulson, Superintendent

By \_\_\_\_\_  
Christine Templeton, Negotiating Team Member

\_\_\_\_\_  
Date of Ratification

\_\_\_\_\_  
Date of Ratification

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<b>LETTER OF AGREEMENT</b>		

## **ARTICLE I RECOGNITION**

- 1.01** The Lakeview Board of Education (when used hereinafter in this Agreement, shall be referred to as the Board) hereby recognizes AFSCME, Council No. 25, Local 1317, Lakeview Secretarial/Clerical Union (when used hereinafter in this Agreement, shall be referred to as LSCU), as the exclusive bargaining representative, as certified through appropriate statutes, for all secretarial and clerical personnel. The term employee, when used hereinafter in this Agreement, shall refer to all secretarial/clerical personnel represented by the LSCU in the bargaining or negotiating unit as above defined.
- 1.02** The Board will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, which would violate any rights of the LSCU under this contract.
- 1.03** Nothing contained herein shall be construed to deny or restrict to any LSCU member rights she/he may have under the Michigan General School Laws. The rights granted to LSCU members here under shall be deemed to be in addition to those provided elsewhere.
- 1.04** Prior to being printed, the Negotiating Board Chairman and the LSCU Negotiating Committee shall proofread and initial the contract.

The Board Negotiating Committee shall be responsible for copies of the Agreement to be printed within fifteen (15) days of ratification by the Board at the expense of the Board and presented to all LSCU members now employed or hereafter employed by the Board.

## **ARTICLE II SECRETARY RIGHTS**

- 2.01** a. Pursuant to Michigan Statutes, the Board hereby agrees that every LSCU member in this LSCU shall have the right to organize, join, and support the LSCU without interference with assigned duties.
- The Board hereby agrees that it shall not, directly or indirectly, discriminate, deprive, or otherwise coerce any member of the LSCU in the enjoyment of any rights conferred by law, federal, or state, or in regard to wages, hours, or working conditions or in the application of the provisions of this Agreement by reason of race, creed, religion, color, national origin, disability, age, gender, marital status, or LSCU membership.
- 2.02** The Board recognizes the right of its LSCU to make application to the State Labor Mediation Board.
- 2.03** The LSCU and its members shall have the right to use School District facilities at all reasonable hours, but not to conflict with building use policy. It is necessary to obtain prior approval of the building administrator. If meeting on work time, it shall be with prior approval of the Superintendent/Designee of Schools. The LSCU shall have the right to use the Board's interschool mail service for communication to its members.

## ARTICLE II (continued)

**2.04** The Board shall furnish the LSCU with such information, as it is otherwise required by law to provide. The President of the LSCU shall receive a letter regarding the hiring of new LSCU members and their placement on the salary schedule.

**2.05** Recognizing the education of children is the basic reason for establishment and operation of our public school system, the LSCU agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized, or undertaken by its members within the life of this contract and that any LSCU member engaging in a strike, authorized or unauthorized by the LSCU, in the Lakeview School District, or in any of its schools, will be subject to dismissal according to statutory provisions.

**2.06** a. LSCU members desiring temporary placement for summer employment should have their request in writing to the Superintendent/Designee of Schools prior to May 1 indicating the specific days the LSCU member will be available. All unit members indicating availability for summer work will be contacted. Responses must be made by the end of the working day on which the notification is made. Selections will be made starting with the LSCU member who has the most seniority. A copy of the above request and selections shall be sent to the President of LSCU.

b. It is agreed and understood that first preference will be given to either a ten (10), eleven (11) or twelve (12) month LSCU member, working in the position, who wishes to work on summer projects. In the event that the LSCU member working in the position is unable to fill the temporary position, it shall be awarded to the most senior LSCU member who applied for summer work as defined in the preceding paragraph.

All other projects requiring temporary placement of an LSCU member during the regular school year shall be posted in accordance with ARTICLE 14.03 of the current LSCU contract.

It is understood that in an "emergency situation" management need only post for two (2) days when temporary work is for four (4) days or less.

c. Ten (10) or eleven (11) month LSCU members may receive class rate plus vacation rate or may opt to reserve pay to the end of the year.

Twelve (12) month LSCU members may bid and also have the option of receiving vacation pay and classification rate for position, if awarded.

d. LSCU members working on a Special Assignment in a lower classification shall suffer no loss.

e. LSCU members working in a higher classification shall receive rate of pay for that classification.

## **ARTICLE II (continued)**

- 2.07** If summer work is scheduled for a ten (10) or eleven (11) month position requiring three (3) weeks or more for two (2) consecutive years that position will become a full-time twelve (12) month position.
- 2.08** Any case of assault upon an LSCU member shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official School Board Policy, the Board Attorney will advise the LSCU member of her/his rights and obligations with respect to such assault.

### **Agency Shop**

- 2.09** The LSCU will contact the employee in reference to terms of the Agreement and will give the LSCU member thirty (30) day's notice as to provisions of the contract concerning the Agency Shop. The Superintendent/Designee will send a copy of the new employment letter to the LSCU President at the same time a copy is sent to the newly hired employee.
- 2.10** Any assessment levied by the LSCU in conformance with its constitution and bylaws shall be considered a part of the LSCU dues. Such assessment will be considered due by the first working day of the next school year. The Board shall have no responsibility for the collection of initiation fees, membership (union) dues, special assessments, or any other deduction.
- The LSCU agrees the Board is free from liability for the funds collected as dues.
- The LSCU will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability for reason of action taken or not taken by the Board.
- 2.11**
- a. The LSCU shall be granted up to ten (10) days per year to release up to a maximum of two (2) Executive Board members involved in outside LSCU legal business.
  - b. Up to three (3) LSCU members shall be released from their regular duties without loss of pay or leave days for the purpose of attending outside LSCU legal business provided that their presence is essential to such proceedings. Permission to attend will not be unreasonably withheld. Such days shall not be deducted from the ten (10) LSCU days listed above.

### **CONSOLIDATION/ANNEXATION**

In the event of consolidation or annexation of the School District with another district, the Board shall maintain the current level of staffing and guarantee fulfillment of the terms of this Agreement for its duration to the extent permitted by law.

### **SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms or obligations herein contained shall be effected, modified, altered or changed to the detriment of the other partying respect to whatsoever by voluntary consolidation, merger, or assignment of either party hereto with.

## **ARTICLE III SALARY - PAYROLL**

- 3.01**
- a. The salary schedule is based upon a normal work week. For extra work, the LSCU member shall be entitled to appropriate additional compensation at his/her current established hourly rate.
  - b. The normal work week shall be forty (40) hours per week for current LSCU members as of the date of ratification.  
  
One (1) hour lunches will still be allowed at the LSCU member's option.  
  
All LSCU members shall work the same calendar established for teachers, unless otherwise specified in the LSCU Agreement. The calendar for each school year is established through the collective bargaining process with MEA/NEA Local 1, Lakeview. (See Appendix B)
  - c. All overtime work performed in excess of eight (8) hours in a day or over forty (40) hours per week shall be compensated at one and one-half (1 ½ ) times the individual hourly rate except Sundays or legal holidays, which shall be double time. All overtime must have prior approval of the immediate supervisor and the Superintendent/Designee.
  - d. Coverage of duties in the absence of a LSCU member may be performed:
    - 1. by a substitute secretary.
    - 2. by another LSCU member chosen based on seniority and classification who shall receive overtime pay.
  - e. All overtime must be approved by the Superintendent/Designee of Schools.
  - f. Whenever possible, LSCU members shall receive one (1) days' notice when overtime has been scheduled.
- 3.02** Those LSCU members hired prior to July 1, 1988 will continue to have July 1 of each year as their anniversary date.
- 3.03** The salaries of LSCU members covered by this Agreement are set forth after ARTICLE XXIII, which is attached to and incorporated in this Agreement.

### **Payroll Regulations**

- 3.04** The wages or salary of the LSCU member shall start at the time she/he reports for scheduled duty. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board.
- 3.05** All payroll deductions or changes in deductions shall be supported by signed LSCU member authorization forms.
- 3.06** No deductions from an LSCU member's pay shall be made without her/his advance notice, except for withholding tax deductions and social security as required by law.
- 3.07** Termination notices of LSCU members authorized deductions shall be submitted in writing at least thirty (30) days in advance of the effective date for which deductions are to be discontinued.



## **ARTICLE III (continued)**

- 3.08** LSCU members may use payroll deductions for the following:
- a. Hospitalization Insurance
  - b. School Employees Credit Union
  - c. Annuities approved by Board
  - d. LSCU Dues
  - e. AFSCME Political Action Contributions (P.E.O.P.L.E.)
  - f. United Way
  - g. Michigan Public School Employees Retirement Services (M.P.S.E.R.S.)
- 3.09** Any LSCU member requested to do temporary work in a lower pay classification shall receive his/her pay.
- 3.10** When an LSCU member is working in an elementary building with a half (1/2) time principal, she/he shall be compensated with a pay differential of five dollars (\$5.00) per hour for the period of time she/he is working under the above condition, during the time the principal is not present in the building.
- 3.11** Members of the LSCU may be paid bi-weekly on either a school or calendar year basis, at the LSCU member's option.
- 3.12** Effective August 1, 2005, all LSCU members shall have one hundred percent (100%) of their wages paid through direct deposit.

## **ARTICLE IV PAID LEAVE**

- 4.01**
- a. Ten (10) month LSCU members are entitled to twelve (12) days paid leave per year, eleven (11) and twelve (12) month LSCU members are entitled to thirteen (13) days paid leave per year from service in their respective positions with accumulation up to one hundred eighty (180) days. Leave shall be pro-rated from date of hire to June 30 for new hires. Leave days will also be pro-rated when a member is no longer employed by the district, with the proration being based upon the employee's separation date from the district.
    1. Leave time may be used for personal and/or family illness, accident, funeral, bereavement, personal business, or birth of a child.
    2. Personal business days shall be used to conduct business that cannot be scheduled outside school hours.
    3. Leave days shall not be utilized to extend holiday leaves or vacations.

## **ARTICLE IV (continued)**

- b. Attendance Incentive- Frequent absences reduce individual employee output and negatively impact the effectiveness of the organization. Therefore, the District encourages employees to only use leave days when absolutely necessary and will provide a monetary incentive for those members who utilize minimal leave days. Members will be paid;
- \$120 for no more than the use of four (4) leave days annually
  - \$150 for no more than the use of three (3) leave days annually
  - \$180 for no more than the use of two (2) leave days annually
  - \$210 for no more than the use of one (1) leave days annually
  - \$240 for no more than the use of zero (0) leave days annually
- c. Any LSCU member subpoenaed into court to give testimony relating directly to a student under the LSCU member's charge shall be paid full salary minus the amount paid for the subpoena and will not have such days charged to the accumulated leave days.
- d. Any LSCU member called to jury duty will receive the difference in salary between the regular contract salary of the District and the amount of money received for work when serving jury duty
- e. When an excessive pattern of absences persists, the Board may reasonable require the MSCU member to provide substantiation
- f. If a LSCU member depletes his/her paid leave days, a request in writing for additional bereavement paid time may be submitted to the Superintendent/Designee who may grant approval.

### **Contagious Diseases**

**4.02** LSCU members will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

- |                  |              |
|------------------|--------------|
| a. Mumps         | f. Rubella   |
| b. Measles       | g. Scabies   |
| c. Chicken Pox   | h. Head Lice |
| d. Scarlet Fever | i. Pink Eye  |
| e. Impetigo      |              |

## ARTICLE V LEAVE OF ABSENCE

### **Maternity Leave**

**5.01** Leaves of absence set forth therein shall be interpreted consistent with the Family Medical Leave Act (FMLA), including the right to return to the former position for the period of time currently covered under the FMLA provisions.

a. Pregnancy and childbirth shall be treated as any other disability under the terms of this contract.

b. **Child Care - Short Term Leave**

1. An LSCU member who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as an LSCU member with a natural born child.

2. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) an LSCU member shall be granted a short-term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the LSCU member may elect to extend the child care leave one (1) semester.

A substitute employee may be hired to replace an LSCU member on requested leave of absence for up to 150 days, at which time the LSCU member can return to her/his former position.

c. **Child Rearing - Long Term Leave**

1. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) an LSCU member shall be granted leave, without pay or benefits, of up to one (1) year. This leave may be renewed by the Board up to five (5) years upon the request of the LSCU member.

2. The LSCU member shall be eligible to return to the first vacancy for which she/he is qualified following the expiration of the leave period.

d. In case the period of confinement is interrupted, the LSCU member may return as soon as physically able. Dependent upon:

1. a statement from her/his physician.

2. a suitable opening for which she/he is qualified.

### **Extended Leaves**

**5.02** a. An LSCU member shall be granted an unpaid leave of absence, without benefits for illness, accident, or equally grave emergency for herself/himself, or a member of the immediate family, upon receipt of proper medical documentation.

b. Written application for such leave shall be made by the LSCU member, addressed to the Superintendent/Designee.

## **ARTICLE V (continued)**

- c. In computing service to determine the LSCU member's position on the wage and salary schedule upon return from a leave, the time spent on leave shall not be counted.
- d. A substitute employee may be hired to replace an LSCU member on requested leave of absence for up to one (1) year, at which time the LSCU member can return to her/his former position.  
  
If the period of leave exceeds one (1) year, the LSCU member shall displace the least senior qualified LSCU member in her/his classification or revert to ARTICLE IX.
- e. If the LSCU member has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, the LSCU member may request additional leave from the Superintendent/Designee and the Board.
- f. For non-work-related disabilities of the LSCU member, no Board paid benefits are to be provided, except that all insurances shall be continued for one (1) year from the date of occurrence of the injury.

### **Extended Illness (Sick Bank)**

- 5.03**
- a. The LSCU members shall maintain an appropriate level of days as determined by the LSCU by directing the Board to deduct days from members accumulated days to be added to the Bank. Application for such leave shall be in writing and directed to the LSCU.
  - b. The Bank shall be administered by a five (5) union member committee and one person appointed by the Superintendent/Designee. The Committee shall arrive at a decision.
  - c. The Committee may grant additional sick leave days after the twentieth (20) work day of a continuous illness, up to the date of coverage of the disability insurance.
  - d. A relapse of an extended illness covered by the Sick Bank, occurring within thirty (30) days of the LSCU member's return to work, may be immediately referred for
  - e. If an LSCU member returns to work from an illness before being eligible for the Sick Bank, the time of the original illness will be counted toward the twenty (20) day waiting period.

### **Leave of Absence for Good Cause**

- 5.04**
- Leave of absence for good cause may be granted upon an LSCU member's request without loss of accrued seniority.
- a. Example: Good cause may also mean an LSCU member having to request a leave of absence due to spouse's transfer to another area for employment reasons.
  - b. Leave of absence for good cause shall be limited to a period of one (1) year only.

## ARTICLE V (continued)

- c. If an LSCU member does not return after one year's absence, she/he will be considered to have resigned unless the leave has been extended by the Board.
- d. LSCU members on leave of absence (at their expense) may purchase their fringe benefits for which they are eligible for a one (1) year period, unless the leave has been extended by the Board.

**5.05** It is expressly understood that seniority will be accrued for the following leaves:

- a. Worker's Compensation
- b. Disability

**5.06** LSCU members off work for reasons covered under 5.01 c, 5.02, and 5.03 may purchase (at their expense) benefits pursuant to the regulations of the Underwriter.

## ARTICLE VI WORKER'S COMPENSATION

**6.01** a. An employee who suffers an injury arising out of and in the course of employment with the School District shall receive such compensation and benefits as prescribed by the Michigan Workers' Disability Compensation Act.

The injury and accident shall be reported immediately to the employee's supervisor.

The first seven (7) days absence will not be deducted from the LSCU member's sick leave bank when absence is due to on-the-job injury covered by Workers' Compensation. An employee off more than fourteen (14) days upon returning to work, seven (7) days will be deducted from the employee's sick leave bank.

b. Vacation days, leave days, and longevity, shall be prorated and not accrue during the time when an LSCU member is receiving worker's compensation benefits. LSCU members returning from worker's compensation within six (6) months will have these benefits restored provided the LSCU member submits proper medical releases to return to work and the LSCU member remains on the job for a minimum of one (1) month. During said leave all insurances, however, shall be continued.

LSCU members on Worker's Compensation leave shall accrue seniority while on leave, except that such accrual shall end as of the date of any termination of employment.

## **ARTICLE VII WORK POLICY**

- 7.02** Each LSCU member will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, time to be agreeable with immediate supervisor.
- 7.03**
- a. LSCU members shall be expected to exercise reasonable care with respect to the safety of students and property.
  - b. The Board shall support the actions of the LSCU members when said actions are within the scope of the LSCU members' employment.
- 7.04** An LSCU member's starting and ending time shall be determined by the appropriate administrator, but shall not conflict with the gross time established by the contract.
- In offices of two (2) or more LSCU members in the same classification, where staggered shifts are required, selection of shifts within a classification will be governed by seniority. In cases where the late hours were determined with the length of the school year and posted as such, for selected positions (i.e. Special Education Office), it shall remain as status quo.
- 7.05** No LSCU member shall be required to work in a building without at least one other person (e.g., another secretary, administrator, teacher, or custodian) in the building.
- 7.06** The responsibility of administering or dispensing medication to students in the Lakeview Public Schools may not properly be assigned to members of the secretarial/clerical union as a regular component of their responsibilities. Under limited circumstances, LSCU members may occasionally be assigned the task of dispensing medication to students.
- 7.07**
- a. When the schools are closed to students and teachers for inclement weather, LSCU members shall not be required to report for duty up to five (5) days per year, without forfeiting salary or accumulated leave days. Should the District be closed to students and teachers due to inclement weather in excess of (5) five days, members will be required to report to work, utilize one of their personal leave days, or be docked their per diem daily rate of pay should they not have any leave days remaining.
  - b. In the event a building is closed because of mechanical, electrical, structural failures, or other unforeseen reasons, an LSCU member will be required to report to work. Depending on the circumstances, LSCU members may be required to report to a different location.

**ARTICLE VIII**  
**TERMINATION OF EMPLOYMENT**

**8.01** Any LSCU member terminating her/his employment must give two (2) weeks' notice in writing to her/his immediate supervisor and to the Board. When possible, more notice will be given.

**8.02** Any LSCU member terminating her/his services with the Board shall be entitled to vacation pay for all accrued vacation days, also prorated longevity, payable at the next payroll period following the date of termination.

Failure to give two (2) weeks' notice could result in the LSCU member forfeiting all rights to prorated vacation and longevity.

**8.03** Any LSCU member who terminates her/his employment voluntarily shall be considered as a new LSCU member if rehired.

**ARTICLE IX**  
**LAY-OFF AND RECALL**

**Lay-Off Procedure**

**9.01** In the event of a lay-off, position elimination or to exercise contractual bumping rights, the senior qualified LSCU member will have the option to "bump" the least senior LSCU member up or down in the Classification Schedule on the basis of qualifications and District-wide seniority and shall receive the rate of pay for the position. No persons, however, may bump into the Administrative Assistant classification from a lower classification.

a. Lay-off shall mean a reduction in the LSCU member work force due to a decrease in work or a case of financial emergency.

b. Lay-offs shall be made by seniority/qualifications subject to the following provisions:

1. Order of Lay-Off  
Probationary Personnel  
Part-time Employees  
Full-time Employees

Laid off LSCU members shall be provided the opportunity to work before a substitute secretary, co-op student, or seasonal employee is contacted to work any secretarial/clerical assignment.

Only minimal overtime shall be worked in an area of an existing lay-off.

2. If an LSCU member is laid-off, she/he would be entitled to her/his accrued vacation and prorated longevity.

## ARTICLE IX (continued)

3. An LSCU member on lay-off may engage in other employment until a position in the District is available.
  4. Any elimination of a position shall result in elimination of the use of co-ops in the area of elimination.
  5. In the event a reduction in the LSCU member force is necessary (not delayed school opening due to a strike) the Board shall designate the position(s) to be eliminated and shall provide written notice to the LSCU and the affected LSCU member(s) at least 60 calendar-days in advance of the effective date of lay-off.
  6. In the event that the lay-off is necessary due to financial reasons, the affected LSCU member and the LSCU will be given notice ten (10) working days in advance of the effective date of lay-off. Notice shall be in writing.
- c. Should the Board increase/decrease a LSCU member's position with input and/or the approval of the AFSCME Secretarial/Clerical LSCU, the LSCU member whose position is affected will have the opportunity to remain in that position or exercise her/his bumping rights, provided the LSCU member selects a position with the same work year as previously held before the work year of the position held was changed.

Changes from ten (10) to eleven (11) or twelve (12) month and twelve (12) to eleven (11) or ten (10) month positions will become effective with the start of each fiscal year (July 1).

If the position should be vacated, it will be posted according to the procedures outlined in ARTICLE XIV.

### **Recall Procedure**

- 9.02**
- a. After a lay-off, LSCU members shall be recalled according to the order in which they were laid-off, providing that the LSCU member with the greatest seniority shall be recalled according to her/his seniority whenever she/he is qualified for the position available.
  - b. If the LSCU member fails to report for work within ten (10) calendar days after mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the LSCU member as having terminated her/his employment. (Proof may be required by the Board.)



## **ARTICLE X DISCIPLINE**

**10.01** The Board agrees that its rules and regulations governing LSCU members conduct shall be reasonable and non-discriminatory. Any discipline, up to and including discharge, shall be only for just cause.

**10.02** Discipline will be handled in a manner that will not embarrass an LSCU member before other LSCU members, students, or the public.

**10.03** **Generally.** Disciplinary actions fall into the following categories. The sequence of disciplinary action listed is a general guide and step-by-step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action. The LSCU member may, at her/his option, be accompanied by a LSCU representative.

**Oral Warning.** An informal means by which an administrator calls to the attention of the LSCU member certain deficiencies in the LSCU member's conduct or job performance. Counseling the LSCU member is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the administrator and included in the LSCU member's personnel file. A copy of the written record shall be provided to the LSCU member and the LSCU President.

### **Written Warning**

A means by which an administrator, in a formal memorandum or letter, calls to the attention of the LSCU member certain deficiencies in the LSCU member's conduct or job performance. A written warning shall warn the LSCU member that her/his performance or behavior must be corrected if more serious penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the LSCU member, another copy included in the LSCU member's personnel file, and another copy shall be provided to the LSCU President.

**Suspension.** The action temporarily suspends an LSCU member from employment with the Board and from being paid by the Board for a definite period of time. The Superintendent/Designee shall review the proposed suspension of the LSCU member for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:

- a. Loss of pay for the time period specified;
- b. LSCU member may not utilize leave of any kind while suspended.

Before being suspended, the LSCU member shall be given a written memorandum or letter specifying the reason for the suspension and the exact date and time the LSCU member is to report back to work. A copy of this writing shall also be placed in the LSCU member's personnel file, and another copy shall be provided to the LSCU President.

## ARTICLE X (continued)

**Discharge.** This action permanently removes the LSCU member from employment with the Board. The Superintendent/Designee shall review the proposed discharge of LSCU member for work rule violations or unsatisfactory job performance. Before being discharged, the LSCU member shall be given a written memorandum or letter specifying the reasons for discharge. A copy of this writing shall also be placed in the LSCU member's personnel file, and another copy shall be provided to the LSCU President.

**10.04** The Board agrees that the private life of any LSCU member is not an appropriate matter for the concern or attention of the Board unless it adversely affects the LSCU member's ability to carry out professional functions or responsibilities to the Board and the Lakeview Public School District or seriously harms the reputation of the Board and Lakeview Public School District.

**10.05** Discipline up to and including discharge is grievable as provided in ARTICLE XX. The LSCU member and the local unit will have the right to appeal the suspension or discharge as a grievance.

**10.06** If an LSCU member's suspension or discharge was found to be unwarranted, salary and/or fringe benefits shall be retroactive as determined through the grievance procedure.

## ARTICLE XI BOARD RIGHTS

**11.01 a. Board Powers** – The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing right:

to the executive management and administrative control of the school system and its properties and facilities, and the activities of the LSCU members;

to hire all LSCU members and, subject to the provision of the law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such LSCU members;

to determine hours of employment, duties, responsibilities and assignments of all LSCU members under this Agreement and the terms and conditions of employment.

b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

## **ARTICLE XII RETIREMENT**

- 12.01** Retirements within the LSCU shall be governed by the applicable procedures of the Michigan Public Schools Employees Retirement Board.
- 12.02** Upon death, accrued but unpaid vacation and leave days shall be paid to the deceased LSCU member's estate.

## **ARTICLE XIII SENIORITY**

- 13.01** Seniority shall be defined as length of service in the school district in a position that is included in the LSCU.

### **Probation**

- 13.02**
- a. All new LSCU members shall serve a ninety (90) working day probationary period, excluding however, the summer recess for ten (10) and eleven (11) month LSCU members, which period of time shall not count toward the probationary period.
  - b. A probationary period is the time an LSCU member is demonstrating her/his qualifications and abilities to her/his supervisor. During the ninety (90) working days the LSCU member is serving her/his probationary period, she/he shall not be entitled to any insurance benefits.

### **Seniority List**

- 13.03** An up-dated seniority list will be furnished to the LSCU upon the request of the LSCU President or LSCU Secretary and shall show the name and date of hire of the LSCU members.

### **Loss of Seniority**

- 13.04** An LSCU member shall lose their seniority for the following reasons:
- a. Resignation.
  - b. She/he is discharged and the discharge is not reversed through the Grievance Procedure.
  - c. She/he is absent for three (3) consecutive working days without notifying the proper authority or giving satisfactory reasons for such absence.
  - d. She/he does not return from a leave of absence.
  - e. She/he gives a false reason for leave of absence or engages in other employment during such leave. However, if no job vacancy is available at the end of the LSCU member's leave of absence, she/he may engage in other employment until a position in the District is available.
  - f. Retirement.

## **ARTICLE XIII (continued)**

**13.05** If an LSCU member presently covered under the LSCU contract applies and is hired by the Board for a position outside the contract, the LSCU member's seniority shall be frozen. Said LSCU member may return to a position covered by the contract between the Board and the LSCU and shall retain all previously accrued seniority when an open position is available for which said LSCU member is qualified.

Work that is exclusive LSCU work may not be performed by non-union personnel. It is recognized that confidential secretaries may perform duties directly related to their position.

The non-union secretary will not supervise or direct the work of a LSCU member.

## **ARTICLE XIV VACANCIES – NEW POSITIONS - PROMOTIONS**

**14.01** All job vacancies within the LSCU shall be filled in accordance with the following provision of this Agreement. A job vacancy shall be defined as a vacancy, which is created as a result of the resignation of an LSCU member, the termination of an LSCU member, the promotion of an LSCU member, the death of an LSCU member, or the creation of a new position not previously filled. Job vacancies within the LSCU will be filled on the basis of seniority and qualifications.

**14.02** A promotion shall be defined as changing the LSCU member's classification to one in a higher wage classification. The LSCU member shall receive salary commensurate to the same step as the LSCU member received when promoted.

**14.03** All postings for vacancies and new positions, listing the requirements of the position, shall be sent first to all LSCU members presently employed, all LSCU members on leave of absence and all LSCU members on lay-off, and shall be posted for at least five (5) working days.

Duties and qualifications will be stated for each vacancy or new position; the hours of employment, and if the position is a ten (10), eleven (11) or twelve (12) month position.

If no applications are received from within the LSCU membership, leave of absence LSCU members, or laid-off LSCU members, the Board shall seek outside candidates to fill the position within sixty (60) calendar days.

**14.04** If a temporary position extends longer than sixty (60) consecutive calendar days, the position must be reviewed for consideration as a new position. If approved as a permanent position, it shall be posted.

**14.05** LSCU members interested in the vacancy shall apply in writing to the Human Resources Office within the posting period.

## **ARTICLE XIII (continued)**

- 14.06** A probationary LSCU member may apply for a posted position to be considered along with external applicants. However, the bid will be considered only when status LSCU members have not bid. If the probationary LSCU member wins a position, such LSCU member must serve the ninety (90) day probationary period in the new position.
- 14.07** The LSCU shall be notified of all applicants for the position. The top bidder for the position must make her/his decision to accept the position by 12:00 noon, two (2) working days following notification of appointment.
- 14.08** All LSCU applicants shall be notified when the position has been filled, listing the qualifications of the LSCU member hired. The LSCU will be notified of all new hires, their classification, and rate of pay.

### **Trial Period**

- 14.09**
1. An LSCU member who accepts an open position will receive a maximum of five (5) working days trial period in the new position. During the trial period, the LSCU member shall receive the rate of pay for the position she/he is performing.
  2. During the trial period, if the Board considers the LSCU member's work unsatisfactory as evidenced by an unsatisfactory evaluation, or the LSCU member opts to return to her/his former position within five (5) working days, the LSCU member shall return to her/his former position.

An LSCU member who successfully bids on a vacancy shall not be allowed to bid for another position during her/his trial period (five (5) working days) unless mutually agreed.

### **Evaluation**

- 14.10**
1. Written evaluations of LSCU members in the trial period resulting from promotions will be made on or about the thirtieth (30<sup>th</sup>) working day, and at or about the fiftieth (50<sup>th</sup>) working day. An evaluation stating acceptable work will constitute status in that position for the LSCU member.
  2. Evaluations of trial period LSCU members shall be a continuing process through verbal guidance, directives, and clarification of job performance.
  3. All formal evaluations of trial period LSCU members will be made by the immediate supervisor directly responsible for the LSCU member's work, by completion of the evaluation form agreed upon by this contract. The appropriate administrator shall review and sign the evaluation.
  4. The immediate supervisor evaluating the LSCU member will conduct and interview with the LSCU member, in private, to discuss the evaluation and compare it with prior evaluations.

## **ARTICLE XIII (continued)**

5. The immediate supervisor evaluating the LSCU member will sign the evaluation. The LSCU member will sign the "employee evaluation" indicating only that she/he has reviewed the completed form in an evaluation interview. The LSCU member's signature does not necessarily indicate agreement by the LSCU member with the evaluation.
6. A copy of the signed evaluation form will be placed in the LSCU member's personnel file and a copy will be given to the LSCU member at the evaluation interview. A department copy may be retained. When the LSCU member leaves the department, she/he will have the option to either retain the department copy or have it destroyed.
7. The contents of a trial period LSCU member's formal evaluation will be subject to the grievance procedure as outlined in ARTICLE XX of the Agreement.
8. No member of the LSCU may evaluate another member of the LSCU.
9. The LSCU member being evaluated has the option of typing his/her own performance review form. (See Appendix A)
10. An Evaluation Form for the purpose of evaluating the members of this LSCU shall be developed by a committee composed of members of the LSCU and Administration.

### **Tests**

#### **14.11**

All new and current bargaining unit employees must pass a basic skills test and a basic computer skills test in order to be qualified for any open positions.

Math Test - Will be given to anyone being interviewed for the Business Office.

In addition, applicants to the Business Office shall take a computer test demonstrating proficiency in moving within a spreadsheet and a database.

Any LSCU member, who anticipates that he/she might apply for a future Business Office opening, may apply to the Superintendent/Designee for approval to attend District-sponsored training for database and/or spreadsheet education.

It is hereby agreed that two (2) LSCU members be included in the review, creation and/or adoption of the test to be administered to all incoming personnel for the bookkeeper classification.

## **ARTICLE XV MEDICAL EXAMINATION**

#### **15.01**

Upon request of the Board, for cause, the LSCU member shall undergo a medical examination.

- a. The Board may designate a licensed physician and/or psychiatrist for these examinations, at the expense of the Board.

## **ARTICLE XIII (continued)**

- b. An LSCU member shall have the right to consult a licensed physician, psychologist, and/or psychiatrist of her/his choice to determine the LSCU member's physical, mental, and emotional competency, at the expense of the LSCU member.
- c. In the event the opinions differ, an impartial licensed physician, psychologist, and/or psychiatrist shall be designated, agreeable to both parties, to determine the LSCU member's physical, mental, and/or emotional competency, expense to be shared by the LSCU member and the Board.

**15.02** Any medical test or vaccination required for employment purposes by law will be paid for by the Board and LSCU members will suffer no loss of time or pay to receive this test/vaccination.

## **ARTICLE XVI EVALUATION**

**16.01** LSCU members shall be evaluated pursuant to readily definable objectives established by the Board and reviewed by the LSCU. A joint committee with equal representation of LSCU members and Administration shall meet to develop an evaluation instrument which shall be affixed to this Agreement as an Appendix. The deadline for the product of this committee is June 1, 2011.

**16.02** All formal evaluations shall be based on supportable facts.

**16.03** The evaluation process shall not be used for purposes of harassment as described in Board Policy.

**16.04** A conference shall be held between the LSCU member and her/his evaluator prior to the finalization of the evaluation report.

**16.05** An LSCU member may prepare a response to the evaluation, which shall be placed in her/his personnel file with the evaluation.

**16.06** An LSCU member, new to the District, shall be evaluated by her/his immediate supervisor:

- a. During her/his probationary period.
- b. Sixty (60) days prior to school ending in June.
- c. Should no evaluation be conducted prior to sixty (60) days before the close of the school year, the LSCU member's performance shall be deemed to have been satisfactory in all respects and for all purposes.

**16.07** All LSCU members shall be evaluated at least once every three (3) years thereafter by their immediate supervisor.

## **ARTICLE XVII UNION RIGHTS AND MEETINGS**

**17.01** The LSCU shall have the right to use District facilities at reasonable hours for meetings.

If negotiation meetings are scheduled with the School Board representatives, LSCU members involved shall be excused from work without loss of pay when such meetings are scheduled during the workday period. The Board shall not be required to release more than three (3) LSCU members for any meeting taking place during the school day.

Both parties will agree that said negotiation meetings will be held on a "shared time" schedule and at least twice a month unless otherwise mutually agreed upon.

## **ARTICLE XVIII IN-SERVICE TRAINING / TUITION REIMBURSEMENT**

**18.01** Any course to improve the skills of the LSCU member will be reimbursed at the rate not to exceed the current per hour rate at Macomb County Community College, upon prior approval of the Superintendent /Designee.

Total tuition will be paid in the case of locally sponsored courses designed to meet specific in-service education needs.

**18.02** A workshop may be held at the Board's option at least once a year, for which expense shall be reimbursed by the Board, including travel, lodging, and consultants.

**18.03** LSCU members shall be released from regular duties without loss of salary to attend a workshop, in-service meeting, or a shared time in-service meeting subject to the approval of the Superintendent/Designee in advance.

**18.04** All in-service to provide training for LSCU members to learn the function of new equipment shall be paid for by the Board. If such training is not during the regular workday, LSCU members shall be compensated at their regular hourly rate of pay. It is expressly understood that time and a half, will not be charged for this training. The Board reserves the exclusive right to determine when the training will be received.

If training is scheduled while a LSCU member is not working and the member is required to attend, then the member will be compensated at her/his regular hourly rate. In case of vacation, the LSCU member may reschedule her/his vacation.

## **ARTICLE XIX SPECIAL CONFERENCES**

**19.01** Special conferences for important matters shall be arranged between the LSCU President and the Board or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the LSCU unless additional representation is mutually agreed upon by both parties.



## ARTICLE XIX (continued)

**19.02** Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours, if possible.

**19.03** This meeting may be attended by a representative of the Council and/or a representative of the International Union.

All proposed supplemental agreements shall be subject to good faith negotiations between the Board or its representative and the LSCU. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

## ARTICLE XX GRIEVANCE PROCEDURE

Time limits are defined in terms of days for all LSCU members.

- 20.01**
- a. A grievance shall mean a complaint by an LSCU member or group of LSCU members (referred to collectively as "the grievant") based on an alleged violation, misinterpretation, or misapplication of any provision of the Agreement.
  - b. The Board agrees to recognize a Grievance Committee consisting of the grievant and two (2) LSCU officers. The Board's grievance representatives shall not exceed three (3) in number.

### Procedure

**20.02** Prior to filing a written grievance with the Board, an LSCU member may meet with her/his administrator to discuss an issue he/she believes constitutes a grievance. At the LSCU member's option, a LSCU representative may be present. An effort will be made to resolve the grievance informally at this step.

**Step One.** In the event the grievance is not resolved informally, the LSCU and the LSCU member may file a grievance in writing with the administrator. The grievance must be filed, in writing, within ten (10) days of the date the grievant knew or should have known of the facts giving rise to the grievance. Within five (5) days from receipt of the grievance by the Administration, the administrator shall render a decision to the LSCU in writing.

**Step Two.** In the event the LSCU is not satisfied with the disposition of the grievance at the preceding level, the written grievance may be submitted by the LSCU to the Superintendent or her/his designee. Filing of the grievance at this level must be taken within five (5) days of the receipt of the decision at the preceding level. The Superintendent or her/his designee will schedule a meeting with the Grievance Committee to discuss the grievance within ten (10) days of receipt of the grievance. Within five (5) days of the meeting, the Superintendent or his/her designee shall render a decision to the LSCU in writing.

## ARTICLE XX (continued)

**Step Three.** If the grievance is not resolved at Level Two, the LSCU has no less than thirty (30) calendar days from the receipt of the Level Two answer to file a notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources or the appropriate Board representative. If the LSCU fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step Two. The meeting shall be composed of two (2) representative of the LSCU and two (2) representatives for the Board. The LSCU members shall be the President and the Council 25 Representative or their designee.

If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the LSCU representatives and Board representatives.

1. Within ninety (90) days of the receipt of the written demand for arbitration, the LSCU shall notify one of the arbitrator's from the permanent roster of arbitrators listed below:

David Grissom	Linda Ashford
Kathryn Van Dagens	Mark Glazer
John Obee	Elaine Frost
Ildiko Knott	George Roumell
Ben Wolkinson	Paul Glendon
Joseph Girolamo	Barry Goldman

Selection shall be made using an alternate strike method with the Union eliminating the first name from the list. The selected arbitrator shall be the last name remaining after the Board's last strike.

2. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
3. An arbitrator may be removed from the list by written notice of either party during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will head and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
4. If the parties agree, in a particular case, not to use the list of arbitrators they may agree in writing to use the American Arbitration Association selection procedure. The arbitrator's fee and other expenses of arbitration shall be divided equally between the LSCU and the Board. Each party shall bear his/her own expenses in connection therewith.

**ARTICLE XXI  
VACATIONS**

- 21.01** a. All ten (10) and eleven (11) month LSCU members shall be paid for all non-holiday days (student/teacher days off) during the school year as follows:

Friday before Labor Day (1 day)

Christmas Break

2015-2016 (6 days)

2016-2017 (6 days)

2017-2018 (6 days)

2018-2019 (6 days)

Spring Break

2015-2016 (5 days)

2016-2017 (5 days)

2017-2018 (5 days)

2018-2019 (5 days)

LSCU members shall not be required to work during the above “break” days.

LSCU members may work, with prior approval of the LSCU member’s supervisor, during the “break” days. Any day an LSCU member works during the “break” days shall be compensated at the overtime rate of one and one-half (1½) times her/his hourly rate, if the LSCU member chooses not to modify her/his work year calendar.

- b. Twelve (12) month LSCU members shall be paid for eight (8) non-holiday “break” days to be taken during Labor Day, Christmas, Winter, and Spring breaks. “Break” days are not considered additional vacation days. In addition, all eleven (11) month LSCU members shall receive five (5) vacation days, which may be used during the LSCU member’s work year. All vacation days shall be scheduled with the approval of the LSCU member’s building principal or supervisor.
- c. Twelve (12) month LSCU members shall receive vacation days at the end of one year in accordance with the following schedule:

End of one year through	5th year	10 days
	6th year	11 days
	7th year	12 days
	8th year	13 days
	9th year	14 days
	10th year	15 days
	11th year	16 days
	12th year	17 days
	13th year	18 days
	14th year	19 days
	15th year	20 days

- d. Vacation days are based upon the LSCU member’s date of hire in the LSCU. Vacations will be granted upon completion of one (1) year of employment.

With each anniversary date, the LSCU member will receive a statement indicating the number of vacation days awarded them to be used after the anniversary date.

- e. All vacation and modified work year calendar requests must be pre-approved by the LSCU member’s supervisor.

## ARTICLE XXI (continued)

### Paid Holidays listed:

#### TEN AND ELEVEN MONTH LSCU MEMBERS

New Year's Day  
Winter Break (2)  
Good Friday  
Memorial Day  
Labor Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Martin Luther King, Jr. Day

#### TWELVE MONTH LSCU MEMBERS

New Year's Day  
Winter Break (2)  
Good Friday  
Memorial Day  
4th of July  
Labor Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Martin Luther King, Jr. Day

**21.02** LSCU members working the week of the 4th of July (a paid holiday), when it falls on a Tuesday, will receive the Monday off with pay. If the 4th of July (a paid holiday) falls on a Thursday, LSCU members working will receive Friday off with pay. If the 4th of July (a paid holiday) falls on a Saturday, the Friday before will be observed as the holiday. If the 4th of July (a paid holiday) falls on a Sunday, the following Monday will be observed as the 4th of July.

When Christmas Eve and/or New Year's Eve Day and Christmas and/or New Year's Day (paid holidays) fall on a Saturday or Sunday, Friday and/or Monday will be observed as Christmas and/or New Year's Day.

**NOTE:** Friday before becomes Christmas Eve and/or New Year's Eve Day and Sunday becomes Christmas and/or New Year's Day.

It is expressly understood that this section is not to be construed as meaning LSCU members will receive more than five (5) days pay in any one week.

**21.03** If a forty-five (45) week LSCU member is paid for fifty (50) consecutive weeks between July 1 of one year and the following August 31, she/he shall be entitled to the vacation given a twelve (12) month LSCU member.

**21.04** Unless otherwise agreed upon by the immediate supervisor and the Superintendent or his/her designee, all vacations shall be taken when school is not in session.

## ARTICLE XXII PERSONNEL FILE

**22.01** All LSCU members shall be accorded, in regard to their personnel file, those rights to examination, copying, and comment provided under the Employee Right to Know Act. In addition, the LSCU member may exercise these rights at all reasonable times, and with a LSCU Representative present, if so requested.

## ARTICLE XXII (continued)

**22.02** Upon request of a secretary, records of a non-recurring negative nature may be removed from a secretary's personnel file two (2) years after the date of entry.

A discipline which reoccurs within the two year period may remain for one (1) additional year from the date of the discipline.

Positive materials shall be added to LSCU member's personnel file at any time.

**22.03** No material originating after original employment shall be placed in a LSCU member's personnel file unless the LSCU member has had the opportunity to review the material.

The LSCU member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.

**22.04** No evaluation or survey prepared by persons other than the LSCU member's supervisor(s) shall become part of the LSCU member's personnel file.

## ARTICLE XXIII SECRETARIAL CLASSIFICATION

### DESCRIPTIONS & QUALIFICATIONS

#### SECRETARY I

**Classification:** Attendance Secretary High School (*10 months*)

#### QUALIFICATIONS

- Minimum of an Associate's Degree or equivalent work experience and training (Individuals hired after July 1, 2015)
- Successful completion of a basic skills test and a basic computer test
- 60 WPM
- Transcribing ability
- Ability to input and retrieve computer data
- Ability to upload and download and access data from computer programs
- Proficiency of word processing
- High degree of efficiency and accuracy
- Ability to work with general supervision

#### CLASSIFICATION DESCRIPTION 1

Independently performs any and all related duties assigned and coordinates a wide variety of duties which requires good judgment and making minor operative decisions based on knowledge of Board organization, policies, and personnel. Initiates improvements in existing procedures.

## **ARTICLE XXIII (continued)**

### **SECRETARY II**

**Classification:** Attendance/Records Secretary Middle School (*11 months*), High School Records (*11 months*), Secretary to Sr. High Counselor/CRC Room (*11 months*), Secretary to Sr. High Assistant Principal (*10 months*), Secretary to Director of Athletics and Operations (*10 months*)

### **QUALIFICATIONS**

- Minimum of an Associate's Degree or equivalent work experience and training (Individuals hired after July 1, 2015)
- Successful completion of a basic skills test and a basic computer test
- 60 WPM
- Transcribing Ability
- Ability to input and retrieve computer data
- Proficiency of word processing
- Ability to work well under general supervision

### **CLASSIFICATION DESCRIPTION 2**

Independently performs any and all related duties assigned and coordinates a wide variety of duties which require good judgment and making minor operating decisions based on knowledge of the Board organization, policies, and personnel. Initiates improvements in existing standard procedures.

### **SECRETARY III/ BOOKKEEPER**

**Classification:** Secretaries to High School and Middle School Principals (11 months), Secretaries to Elementary School Principals (10 months), Food Services/Payroll/Benefits/Accounts Receivable (12 months), Internal Accounts /Accounts Payable/Food Services, (12 months), Technology Secretary to Assistant Superintendent (12 months).

### **SECRETARY QUALIFICATIONS**

- Minimum of an Associate's Degree or equivalent work experience and training (Individuals hired after July 1, 2015)
- Successful completion of a basic skills test and a basic computer test
- 60 WPM
- Transcribing Ability
- Ability to take and transcribe a variety of correspondence, reports
- Proficiency in Word Processing
- Ability to gather, organize and put into usable form data requested, including uploading, downloading and accessing computer data

## **ARTICLE XXIII (continued)**

### **BOOKKEEPER QUALIFICATIONS**

- 45 WPM
- Ability to enter, record, and report all disbursements and receivables of Board funds (i.e. payroll, petty cash, cash, etc.)
- Ability to verify bank accounts and discharge banking transactions
- Ability to work w/administrators and auditors by providing information as requested
- Ability to identify and report potential over-expenditure of Board budget funds
- Ability to utilize appropriate business machines
- Ability to retrieve, input, access, and report computerized data
- Ability to assist in the administration of the Board's business efforts so as to provide the maximum services for the financial resources available

### **CLASSIFICATION DESCRIPTION 3**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying, or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail.

### **ADMINISTRATIVE ASSISTANT**

**Classification:** Secretaries to Assistant Superintendent of Curriculum and Technology (12 months), Director of Preschool and Elementary Curriculum (12 months), and Director of Student Services (12 months).

### **QUALIFICATIONS**

- Minimum of an Associate's Degree or equivalent work experience and training (Individuals hired after July 1, 2015)
- Successful completion of a basic skills test and a basic computer test
- 60 WPM
- Transcribing Ability
- Ability to take and transcribe a variety of correspondence, reports and recommendations using a word processor
- Ability to gather, organize, and put into usable form data requested, including uploading, downloading and accessing computer data
- Ability to maintain budgets associated with specific position
- Ability to place, receive, and record messages with the highest degree of confidentiality
- Ability to maintain a schedule of appointments and make arrangements for conferences and interviews

### **CLASSIFICATION DESCRIPTION 4**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge, full understanding and the ability to prepare the technical and/or specialized areas of

## **ARTICLE XXIII (continued)**

responsibility that would relieve the involved administrator of a significant portion of minor business detail. May develop procedures, guidelines, and instructions to improve operating efficiency. Make recommendations regarding methods of office operation.

### **DATA SPECIALIST**

**Classification:** Reports to Assistant Superintendent of Curriculum and Technology (12 months)

#### **QUALIFICATIONS**

- Successful completion of a basic skills test and a basic computer test
- College level degree or equivalent training/experience in data management, management information systems or related field
- Experience with K-12 student and administrative systems, including state and federal reporting requirements
- Experience working in a confidential, professional office environment
- Experience using Microsoft Office software (Word, Excel, Access, etc.)
- Excellent listening skills & outstanding people skills
- Ability to read and interpret instructions, manuals, and procedures
- Ability to collect and interpret data, write routine reports and correspondence via computer, e-mail and the Internet
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to withstand the stress and rigors of the position
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable

#### **CLASSIFICATION DESCRIPTION 5**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail. May develop procedures, guidelines, and instructions to improve operating efficiency. Make recommendation regarding methods of office operation.

### **BUSINESS OFFICE SPECIALIST**

**Classification:** Reports to Director of Business Services (12 months)

#### **QUALIFICATIONS**

- Successful completion of a basic skills test and a basic computer test
- Bachelor's degree or equivalent training/experience in accounting, finance, or related field
- Experience with K-12 student and administrative systems, including state and federal reporting requirements
- Experience working in a confidential, professional office environment
- Experience using Microsoft Office software (Word, Excel, Access, etc.)
- Excellent listening skills & outstanding people skills



**ARTICLE XXIII (continued)**

- Ability to read and interpret instructions, manuals, and procedures
- Ability to collect and interpret data, write routine reports and correspondence via computer, e-mail and the Internet
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to withstand the stress and rigors of the position
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable

**CLASSIFICATION DESCRIPTION 5**

Independently performs any and all related duties assigned. Judgment is exercised in devising new methods, modifying or adopting standard procedures to meet new or varying conditions. Requires knowledge and full understanding and the ability to prepare the technical and/or specialized areas of responsibility that would relieve the involved administrator of a significant portion of minor business detail. May develop procedures, guidelines, and instructions to improve operating efficiency. Make recommendation regarding methods of office operation.

**Secretary Salary Schedule**  
**2015-17 Secretary Salary Schedule**

Secretary I			Secretary II			Secretary III - Bookkeeper	
Step	2015-2017 (Hourly)		Step	2015-2017 (Hourly)		Step	2015-2017 (Hourly)
1	\$14.76		1	\$15.35		1	\$15.92
2	\$15.90		2	\$16.54		2	\$17.15
3	\$17.13		3	\$17.76		3	\$18.38
4	\$18.82		4	\$19.46		4	\$20.10
5	\$20.07		5	\$20.72		5	\$21.35
6	\$22.08		6	\$22.72		6	\$23.36
7	\$24.03		7	\$24.67		7	\$25.32

Administrative Assistant			Data Specialist/Business Office Specialist	
Step	2015-2017 (Hourly)		Step	2015-2017 (Hourly)
1	\$16.94		1	\$17.63
2	\$18.25		2	\$18.99
3	\$19.48		3	\$20.25
4	\$21.18		4	\$22.03
5	\$22.47		5	\$23.37
6	\$24.48		6	\$25.45
7	\$26.39		7	\$27.44

**SALARY SCHEDULE (continued)**

<b>2015-2017 Salary Schedule Addition- Revenue Impact</b>		
<b>Revenue Exceeds</b>	<b>Wage Impact</b>	<b>Examples</b>
-\$500,000	-1% and No Steps	30 Less Students and -\$50 per student
-\$250,000	-.5% and No Steps	10 Less Students and -\$25 per student
\$0	0% and No Steps	0 Additional Students and \$0 per student
\$350,000	0% and No Steps	25 Additional Students and \$25 per student
\$800,000	1% Off Schedule or Step (depending on the employee's step status)	80 Additional Students and \$50 per student
\$1,300,000	1% and Steps	120 Additional Students and \$100 per student
\$1,800,000	2% and Steps	175 Additional Students and \$100 per student

- The parties agree that the District's Fund Balance needs to be grown to get back up to the Board's fund balance goal of 8-10% ratio to overall operating expenses. (For 2014-15 it should be \$3,300,000)
- The District's current averaged MPSEER retirement rate is 33.83%. The State contributes 10.53% to offset the cost to the District, with the District being responsible for paying 23.30%. This wage structure is dependent on the District's responsibility for the MPSEERS retirement rate not to exceed 25.5%.
- Examples are for illustrative purposes. The number of students and foundation allowance can be different from what is listed above as long as it triggers the revenue listed above for the associated wage impact.
- Wage actions will be processed in January annually, based upon the student foundation and FTE's reported on the December State Aid Status Report.

<b>2017-2019 Salary Schedule</b>
<b>Both parties agree to do a wage reopener for years three and four of the contract with wages being the only topic of discussion.</b>

Any person placed in a classification with a lower wage rate shall be grandfathered at their current rate plus above increments
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## **SCHEDULE A**

### **LONGEVITY PAY PLAN**

Longevity shall be paid to every LSCU member having completed seven (7) full years of service in the LSCU, with beginning date to be determined as of July 1 for all LSCU members.

Longevity pay shall be paid at the last pay period of each fiscal year.

#### **Schedule of Payment of Longevity Pay**

<b>Completion of</b>	<b>7 years</b>	<b>\$330</b>	<b>17 years</b>	<b>\$805</b>
	<b>8 years</b>	<b>\$355</b>	<b>18 years</b>	<b>\$830</b>
	<b>9 years</b>	<b>\$380</b>	<b>19 years</b>	<b>\$855</b>
	<b>10 years</b>	<b>\$405</b>	<b>20 years</b>	<b>\$880</b>
	<b>11 years</b>	<b>\$430</b>	<b>21 years</b>	<b>\$905</b>
	<b>12 years</b>	<b>\$455</b>	<b>22 years</b>	<b>\$930</b>
	<b>13 years</b>	<b>\$480</b>	<b>23 years</b>	<b>\$955</b>
	<b>14 years</b>	<b>\$505</b>	<b>24 years</b>	<b>\$980</b>
	<b>15 years</b>	<b>\$755</b>	<b>25 years and over</b>	<b>\$1,005</b>
	<b>16 years</b>	<b>\$780</b>		

If an LSCU member works 100 days during the fiscal year, she/he shall receive credit for the entire year as applied to the longevity clause, starting with July 1, for all LSCU members.

### **OTHER BENEFITS**

#### **I. Health Insurance**

- A. The Board shall provide multiple insurance benefits plan options, as listed below in Plans A-D, and allow all members in the bargaining unit to select the plan of their choice. Members may forego selecting an insurance benefits plan listed in Plan A-D and instead receive an in-lieu-of payment. Additionally, the Board shall provide the Long Term Disability Insurance benefits listed below for all members. Such benefits for Long Term Disability Insurance benefits and Health Care Insurance benefit plans that cost below the Hard Cap shall be provided, without cost to the members, and his/her eligible dependents. If an employee selects a health care insurance benefit plan that costs more than the Hard Cap, as annually established by PA 152, the employee is responsible for paying for the difference. The cost will be paid by payroll deduction.

**SCHEDULE A (continued)**

	Health Care Insurance Benefit Plans			
	BCBSM- Plan A CB Plan	BCBSM- Plan B CB 3 Plan	BCBSM- Plan C CB 12 Plan	BCBSM- Plan D SB 500 Plan
	Deductible: Single \$300/Family \$600 Member Coinsurance: 0% Office Visit: \$10 Preventive: 100% ER: \$50 Generic Rx: \$0/Brand Rx: \$20/Brand with Generic Rx: \$30	Deductible: Single \$250/Family \$500 Member Coinsurance: 20% Office Visit: \$20 Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/Non-Preferred Brand \$50	Deductible: Single \$1,000/Family \$2000 Member Coinsurance: 0% Office Visit: \$30 Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/Non-Preferred Brand \$50	Deductible: Single \$500/Family \$1,000 Member Coinsurance: 20% Office Visit: \$20 plus Deductible & Coinsurance Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/Non-Preferred Brand \$50
Employee Contribution- Hard Cap (Approximate Annual Pay Deduction based on projected 2015-16 costs)	\$2,918	\$787	\$403	\$0

**Under Hard-Cap Insurance Rebate**

If a secretary selects the health insurance benefits plan that costs less than the annual hard-cap amount, he/she will be entitled to an off-schedule rebate payment of 40% of the savings between the plan cost and the hard-cap amount. This rebate will be paid out annually on an August payroll check, accrued from the previous fiscal year.

**B. Prohibition of Double Coverage:**

1. There should be no duplication of major medical insurance benefits. It is the obligation of the LSCU member to notify the Business Office of coverage from spouse's or other's insurance plan. It is agreed that LSCU members shall not knowingly cause the Board to provide insurance benefits that are a duplication of coverage held by the LSCU member.
2. There will be a coordination of benefits to LSCU members who are covered with health insurance coverage through another group, or if married.

## SCHEDULE A (continued)

### II. Dental Insurance

The Board agrees to pay the full cost of a group dental insurance plan or to self-insure dental coverage for all LSCU members as described in Appendix B. The dental plan shall be continuous.

### III. Term Life Insurance

All LSCU members shall receive a twenty-thousand dollar (\$20,000.00) double indemnity term life insurance policy as long as they remain in the employ of the School Board, in accordance with the terms of the authorized insurance company.

### IV. Optical Insurance

The Board shall provide the full cost of optical insurance as described in Appendix B.

### V. Unused Leave Days

- A. LSCU members, who retire after ten (10) years in the LSCU, will receive thirty dollars (\$30.00) for each unused leave day up to the maximum allowable accumulated days.
- B. Such payment of the accumulation of the maximum allowable days will be made to the heir of the LSCU member if her/his death precludes retirement.
- C. The parties agree that any unused sick leave shall be permitted to accumulate toward the 180 day maximum.

### VI. Disability Insurance

Beginning on the 91<sup>st</sup> calendar day of disability, LSCU members may receive sixty-six and two-thirds (66 2/3%) of their annual base salary to age sixty-five 65, in accordance with the terms of the authorized insurance company contract.

A secretary placed on long-term disability will continue to receive health and prescription benefits for a period of two years.

The Board is to provide the LSCU with a copy of the contract with the authorized insurance company.

**Appendix A**  
**Secretarial/Clerical-AFSCME**  
**Insurance Benefits**

**Dental Insurance**

Dental coverage shall have the following benefits: Class I (diagnostic/preventive) 100%, Class II (restorative) 90%, Class III (major restorative) 90%, Class IV (orthodontic) 80%. There will be a maximum annual benefit of \$1,250 on Classes I, II, III, and a lifetime maximum of \$1,500 on Class IV. The 100/90/90/80 dental plan is an indemnity, self-funded plan administered by a third party administrator. It does not utilize a network and claims will be paid directly to the provider.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

**Optical Insurance**

Vision coverage shall be a 12/12/12 vision program administered by a third party administrator.

The plan will pay up to thirty-five dollars (\$35) for an optometrist and forty-five (\$45) for an ophthalmologist, once every twelve months. It will cover up to fifty-five dollars (\$55) for standard eyeglass frames once every twelve months. It will also cover eyeglass and contact lenses once every twelve months up to the following amounts:

<u>Eyeglass lenses</u>	<u>Clear</u>	<u>Tints</u>	<u>Polarized</u>
Single Vision	\$ 38	\$ 42	\$ 56
Bifocal	\$ 60	\$ 70	\$ 90
Trifocal	\$ 72	\$ 84	\$110
Lenticular	\$108	\$118	\$138

Contact lenses: \$115 (\$200 if contact lenses are medically necessary).

This 12/12/12 vision plan is an indemnity, self-funded plan. It does not utilize a network and claims will be paid directly to the provider.

The Board reserves the right to select the carrier and/ or to self-fund this insurance.

**Disability Insurance**

***Beginning on the 91<sup>st</sup> calendar day of the disability, LSCU members eligible for insurance benefits may receive 66 and 2/3% of their annual base earnings.***

The amount of LTD benefits is limited and may be offset by income from other sources. These benefits may continue until the eligible employee reaches age 65, in accordance with the terms of the insurance contract.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

Double Indemnity Term Life Amount \$20,000

**PAYMENT IN-LIEU**

In-lieu of health insurance, the Board will pay each eligible employee three thousand dollars (\$3,000) for opting out of full family coverage, two thousand two hundred fifty dollars (\$2,250) for opting out of two person coverage, and one thousand five hundred dollars (\$1,500) for opting out of single person coverage per year. In addition, eligible employees who forego health insurance will be provided without cost to the employee dental, optical, LTD, and life insurance as identified in Appendix A

**Appendix B**  
**Secretarial/Clerical-AFSCME**  
**Example Secretarial Work Year Calculation**

<b>10 Month Secretary</b>	
	# of Days
Work Days	197
Paid Holidays	12
Non-holiday Break Days	12
Total Number of Paid Days	221

<b>11 Month Secretary</b>	
	# of Days
Work Days	215
Vacation Days	5
Paid Holidays	12
Non-holiday Break Days	12
Total Number of Paid Days	244

<b>12 Month Secretary</b>	
	# of Days
Work Days	217-227 (Depending on Years of Service)
Vacation Days	10-20 (Depending on Years of Service)
Paid Holidays	13
Non-holiday Break Days	8
Total Number of Paid Days	258

\*If a leap year falls within a contract term, the number of paid days will increase by one (1) day.

**Letter of Agreement  
Between  
Lakeview Public Schools  
And  
AFSCME, Council 25, Local 1317-Lakeview Secretarial/Clerical Union**

It is understood and agreed that a committee will be formed to create a Classification page in the contract for the Business Office Specialist position. The committee will also revise the descriptions for all secretarial positions to accurately reflect the current qualifications and job responsibilities. The Union will appoint three (3) members and the Superintendent/Designee will appoint three (3) administrative members. The committee will implement their recommendation by August 31, 2015.

\_\_\_\_\_  
Board Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date