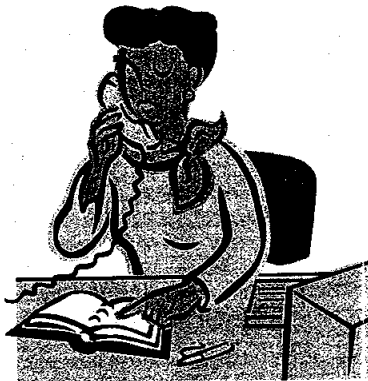


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06/30/2007



Collective Bargaining Agreement
between
SOUTH LAKE BOARD of EDUCATION
and
LOCAL 2457 - AFSCME, SECRETARIAL CHAPTER
and
COUNCIL 25

2004 -2007

*currently in
negotiation*

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2004 - 2007

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Section 3 **RECOGNITION OF THE UNION**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965 as amended, the **UNION** is hereby recognized as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement of all employees of the **BOARD** included in the bargaining unit described as follows.

All full-time Office-Clerical personnel employed by the **BOARD** excluding all executive secretaries to central office administrators, substitute personnel, co-op students and supervisory employees.

The terms of this Agreement shall apply to new classifications added to the bargaining unit upon the mutual agreement of the parties.

Section 4 **SCOPE OF AGREEMENT**

This agreement represents the complete Agreement between the parties. It is agreed that the **UNION** clearly and specifically waives any and all rights to negotiate on matters outside of this Agreement during the time thereof.

Section 5 **BOARD RIGHTS**

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

- (1) to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
- (2) to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and to promote, transfer, dismiss, demote all such employees for just cause;
- (3) to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment.
- (4) to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

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

Section 6 **STRIKE PROHIBITION**

Under no circumstances will the **UNION** cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, slowdown or any curtailment of work or restriction of work or interference with the operation of the School District during the term of this Agreement.

In the event of a work stoppage, picketing, or other curtailment of work, the **UNION** shall immediately instruct the employees, in writing, that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The **BOARD** shall have the right to discipline, up to and including the discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited. The **BOARD** will not lock out employees covered by this Agreement during the term thereof.

Section 7 **DISTRIBUTION OF AGREEMENT**

The **BOARD** shall cause the preparation of sufficient copies of this Agreement to be made for distribution of the **UNION** to each employee covered hereby.

Additional copies of this Agreement shall be furnished to the chapter chairperson, to be presented to any new employee hired.

Section 8 **DISCRIMINATION**

The **BOARD** and the **UNION** agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, religion, national origin, ancestry, age or gender.

ARTICLE II
UNION RIGHTS

Section 1 **AGENCY SHOP**

- A. All employees covered by the terms of this Agreement are encouraged to take part in professional membership, but membership in the **UNION** is not a condition of employment. All employees covered by the terms of this Agreement shall, as a condition of continued employment, pay union dues or a sum equivalent to the union dues as a service fee.
- B. In the event that an employee covered by the terms of this Agreement and this Section does not sign an authorization or make other arrangements with the **UNION** to pay the required fees within 90 days following the commencement of employment, the **BOARD** agrees that the services of such employee shall be discontinued.
- C. The **UNION** will notify the **BOARD**, in writing, of any employee in the bargaining unit who is more than 90 days in arrears in the payment of union dues or the service fee and, will request the **BOARD** to terminate the services of said employee.

- D. Any employee who tenders the membership dues or service fee shall be deemed to have complied with all of the conditions of this provision.
- E. The **UNION** shall have the option of assuming the legal defense of any suit or action brought against the **BOARD**, its agents, or employees arising out of the implementation or enforcement of this provision.

Section 2 UNION DUES

- A. Employees may tender the service fee or initiation fee and/or monthly union dues directly to the **UNION** or by signing an authorization form furnished by the **UNION** for payroll deduction.
- B. During the life of this Agreement, the **BOARD** agrees to deduct the service fee, membership dues and/or initiation fees levied in accordance with the Constitution and By-Laws for the **UNION** to the extent permitted by law, from the pay of each employee who executes and submits the "Authorization for Payroll Deduction" form.
- C. A properly executed "Authorization for Payroll Deduction" form for each employee for whom the service fee, union dues and/or initiation fees are to be deducted hereunder shall be submitted to the **BOARD** before any payroll deductions are made.
- D. Union dues shall be deducted from the first payroll of the month succeeding receipt by the **BOARD** of the properly executed "Authorization for Payroll Deduction" form.
- E. Deductions for any calendar month shall be remitted to the designated financial officer of the local union as soon as possible after the tenth of the following month.
- F. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which he/she cancels or revokes the "Authorization for Payroll Deduction" form. Any employee may voluntarily cancel or revoke the "Authorization for Payroll Deduction" upon 30 days written notice to the **BOARD** and the **UNION**.
- G. The **BOARD** shall not be liable, by reason of the requirements of this Agreement, for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.
- H. In cases where a deduction is made that duplicates a payment that an employee has already made to the **UNION**, refunds to the employee will be made by the **UNION**.
- I. The local **UNION**, secretarial chapter, will furnish the **BOARD**, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the local union. Thereafter, the **UNION** will furnish the **BOARD** a monthly list of any changes.
- J. The **UNION** shall protect and save harmless the **BOARD** from any and all claims, demands, suits, and/or other forms of liability by reason of action taken or not taken by the **BOARD** for the purpose of complying with the terms of this Article.

- K. THE BOARD AGREES TO DEDUCT FROM THE WAGES OF ANY EMPLOYEE WHO IS A MEMBER OF THIS CHAPTER, A P.E.O.P.L.E. (PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY) DEDUCTION AS PROVIDED FOR IN A WRITTEN AUTHORIZATION IN ACCORDANCE WITH A STANDARD FORM PROVIDED BY THE UNION; PROVIDED THAT THE SAID FORM SHALL BE EXECUTED BY THE EMPLOYEE. THIS DEDUCTION MAY BE REVOKED BY THE EMPLOYEE AT ANY TIME BY GIVING WRITTEN NOTICE TO BOTH THE BOARD AND THE UNION.**

Section 3 UNION REPRESENTATION AND STEWARDS

- A. Office clerical employees may be represented by one steward and one alternate. The **UNION** shall notify the **BOARD**, in writing, no later than September 1 of each year of the names of said steward and alternate. Moreover, the **UNION** shall notify the **BOARD**, in writing, within 30 days of any change in the position(s) of steward and/or alternate steward.
- B. All **UNION** business shall be conducted after regular working hours except by prior approval of the Superintendent or his designee.
- C. An accredited representative of the American Federation of State, County and Municipal Employees shall have the right to visit the premises during working hours for the purpose of conducting business with the Local 2457, secretarial chapter, only after obtaining prior approval for each visit from the Superintendent or his designee.
- D. The steward shall be allowed up to one (1) hour per week, if necessary, to hear grievances, provided that he/she makes prior arrangements for such time with the Superintendent or his designee.

Section 4 SPECIAL CONFERENCES

- A. A special conference shall be arranged when requested in writing, to discuss complaints that there have been misapplications of provisions of this Agreement. Upon mutual agreement, the parties may discuss complaints concerning general working conditions that could lead to a violation of the Agreement.
- B. Such conferences shall be limited to no more than one (1) conference per month and no more than three (3) members of the **UNION** or the employer shall attend such conferences. In addition, such conferences may be attended by a Michigan Council #25 representative of the **UNION**.
- C. Such conferences shall be scheduled before or after the working hours of employees attending such conferences and only agenda items submitted in writing three (3) days in advance shall be considered appropriate for discussion.
- D. Time and place of such conferences shall be set by mutual consent and such conferences shall be limited to two (2) hours duration unless the parties mutually agree to extend the time.

- E. Such conferences will not be used to circumvent the established grievance procedure or to affect an early opening of negotiation of the collective bargaining agreement.

Section 5 INFORMATION RIGHTS

Upon reasonable request, the **BOARD** agrees to furnish the **UNION** with readily available information, provided it has a legal duty to do so. The purpose of providing information is to assist the **UNION** in developing intelligent, accurate, informed and constructive proposals on behalf of employees. This provision shall not be subject to the grievance procedure.

Section 6 SCHOOL CLOSING RIGHTS

When all of the schools of the district are closed to students and teachers because of inclement weather, natural disaster or mechanical failure, **TWELVE AND ten month employees shall work these days or reschedule without additional compensation.**

Employees who cannot report to work on inclement weather days may use ~~compensatory time~~, personal business or vacation days, at their option. In the event a building is closed because of mechanical failure, or other unforeseen reason, an employee may be permitted to take his/her work to another building. Secretarial employees shall not be required to work in excess of the number of days as listed below without added compensation:

Number of Weeks Worked	Number of Days
45 weeks	204 days

Section 7 RIGHTS UPON ASSAULT

Any case of assault upon an employee shall be promptly reported to the **BOARD**. For any such assault by a person who is not an employee, officer or trustee of the **BOARD**, which occurs during the performance of official duties, and within the scope of official school district policy, an attorney designated by the **BOARD** will advise the employee of his/her rights and obligations with respect to such assault.

Section 8 PERSONNEL FILE

Upon request, an employee will be permitted to review the non-confidential portion of the central personnel file maintained for each employee. Confidential information within the meaning of this Section shall pertain to those materials and recommendations obtained in the pre-employment process from former employers.

In the event that any official evaluation shall be prepared by a Supervisor, a copy shall be given to the employee, and an opportunity afforded to discuss the evaluation prior to its filing.

Employees shall have access to their personnel files in accordance with the employees Right-to-Know Act (Act No. 397 of the Public Acts of 1978).

Section 9 UNION USE OF SCHOOL FACILITIES

The **UNION** may use available school facilities without charge for union meetings upon reasonable request to the appropriate administrator.

Section 10 BULLETIN BOARD SPACE

The **BOARD** shall designate bulletin board space in each building for **UNION** use. The **UNION** agrees that all materials posted will be clearly identified and that it accepts responsibility for all such materials. No materials of a political nature will be posted. The **UNION** shall defend, protect and save harmless the **BOARD** from any and all claims, demands suits and/or other forms of liability by reason of such postings under this Section.

**ARTICLE III
GENERAL PROVISIONS AFFECTING EMPLOYMENT**

Section 1 EMPLOYEE RESPONSIBILITY

It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation, and conduct of its employees. In discharging his/her work responsibilities, each employee shall be responsible to his/her immediate supervisor and shall diligently, and to the best of his/her ability, perform all assignments and responsibilities and comply with the policies, rules, regulations, and practices of the **BOARD** and the provisions of this Agreement.

Section 2 HEALTH REQUIREMENTS

Each employee shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of his/her position. The **BOARD** reserves the right to require a health examination of any employee by a doctor designated by the **BOARD**, at the **BOARD'S** expense. An employee absent from work because of mumps, scarlet fever, measles or chicken pox reasonably shown to be attributed to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed five (5) school days.

Section 3 DISCHARGE AND DISCIPLINE

- A. Discharge, suspensions, demotions, warnings, and other disciplinary actions for just cause are the prerogative of the **BOARD**.
- B. The **BOARD** shall promptly, upon warning, discharge or discipline of a **UNION** member, notify the steward and chapter chairperson in writing.
- C. Any disciplinary action or measure imposed on any employee of the bargaining unit, except a probationary employee, may be subject to the grievance procedure.
- D. During periods of suspension, as a result of disciplinary actions, an employee shall not accumulate leave or vacation days nor shall he/she receive pay for holidays that occur during such suspension. If such suspension is declared invalid through the grievance procedure, all benefits shall be restored retroactively.

- E. Written warnings or other written records of disciplinary action shall be dated and placed in the personnel file maintained on each employee. The **BOARD** will not use this material against an employee after it is two years old and said employee has not had any other warnings or other written record of disciplinary action in the intervening period.

Section 4 VACANCIES, PROMOTIONS AND TRANSFERS

- A. **Vacancy** shall mean an open position that the **BOARD** decides to fill.

Promotion shall mean movement to a different job classification which carries a higher wage rate.

Demotion shall mean movement to a different job classification which carries a lower wage rate.

Transfer shall mean movement to another position and/or building which does not result in an increase or decrease in wages.
- B. Vacancies will be posted for a period of seven (7) calendar days in each building. Such postings shall contain a job description along with the qualifications for the position. Seniority employees will be given the opportunity to apply for vacancies prior to the employment of outside personnel. Such applications shall be submitted, in writing, to the Superintendent or his designee, and shall state the qualifications, experiences and abilities of the employee. The Superintendent, or his designee, shall select the most qualified senior applicant. In instances where the qualifications and abilities of two or more candidates are equal, seniority will be the controlling factor.
- C. If any vacancies are posted during the summer months, said posting will be mailed to the last known address of each employee who is not scheduled to work during the posted period.
- D. An employee who is promoted shall be in a trial period for the first sixty (60) working days in his/her new classification. During said trial period, the employee may elect to return to his/her former classification (and position). During the same period, the **BOARD**, if it finds his/her work unsatisfactory, may return the employee to his/her former classification (and position). However, the **BOARD** will provide the employee and the **UNION** with written notice of said return prior to implementation thereof. The employee will receive the rate of pay for the new classification during the trial period.
- E. Involuntary transfers, promotions or demotions will be made only when it promotes efficiency and/or serves the needs of the District. No involuntary movement shall be considered final until the employee affected has had an opportunity to discuss such movement with the Superintendent or his designee. The affected employee may be accompanied by a representative of the **UNION**. No involuntary movement shall result in a wage reduction.
- F. Seniority shall not be affected by a transfer, promotion or demotion.

Section 5

LAYOFF AND RECALL

- A. The word "layoff" means a reduction in work force.
- B. In the event of a layoff, the work force shall be reduced on the basis of least seniority within the classification affected. When the position of an employee who is not the least senior in the affected classification is eliminated, said employee shall be moved to the open position resulting from the reduction of the least senior employee.
- C. The least senior employee in a classification where a reduction has been made shall be eligible to bump the least senior employee in the classification immediately below his/her classification provided he/she has greater seniority and is qualified and capable of performing the work. If he/she cannot bump an employee in said classification, he/she shall be eligible to bump the least senior employee in the next lower classification. This process shall be repeated until the affected employee bumps another employee or is unable to do so, in which event he/she will be laid off. The procedure outlined in this paragraph C shall also apply to an employee who is bumped by a more senior employee.
- D. Employees to be laid off for an indefinite period of time shall have at least ten (10) working days notice of layoff.
- E. When the working force is increased after a layoff, employees will be recalled according to seniority, provided the employee is determined to be qualified and capable of performing the work.
- F. "Notice of Recall" shall be sent to the employee at his/her last known address by **registered** or **certified** mail. If an employee fails to report for work within ten (10) days from date of mailing of "Notice of Recall", he/she shall be considered a "quit".

Section 6

UPGRADING OF SKILLS

Whenever there is a need for the upgrading of skills, the **BOARD** may require an employee to undertake, and satisfactorily complete, specified training. If such training is required, the only obligation shall consist of required course materials and tuition.

Upon request the employee shall be given, in writing, a list of the skills which are in need of upgrading and an opportunity to discuss the matter with his/her immediate supervisor.

If he/she disagrees with the immediate supervisor concerning the upgrading of the skills listed, he/she may request a meeting with the Superintendent or his designee. At such meeting, either party may request the presence of a representative of the **UNION**. If the employee believes the decision of the Superintendent or his designee is arbitrary and capricious, he/she may within five (5) days of the meeting, file a grievance, alleging the same, beginning with Section 2, Step 1 of the grievance procedure.

Section 7 **EDUCATIONAL INCENTIVE**

UPON COMPLETION OF A PROGRAM OF STUDY RELATED TO HER/HIS WORK ASSIGNMENT CULMINATING IN AN ASSOCIATE DEGREE, BACHELOR OR MASTERS, THE MEMBERS OF THIS BARGAINING UNIT SHALL RECEIVE AN **ANNUAL ADJUSTMENT AS INDICATED BELOW**. IT IS EXPRESSLY UNDERSTOOD THAT TO QUALIFY FOR SUCH PAYMENT THE PROGRAM OR STUDY MUST BE APPROVED IN ADVANCE BY THE SUPERINTENDENT OR HIS/HER DESIGNEE. LESS THAN FULL TIME EMPLOYEES SHALL RECEIVE THIS BENEFIT ON A PROPORTIONATE BASIS. PRESENT EMPLOYEES POSSESSING AN ASSOCIATES, BACHELOR OR MASTERS DEGREE SHALL RECEIVE THIS BENEFIT IF THE DEGREE IS DETERMINED TO BE JOB RELATED.

ASSOCIATES DEGREE	\$250.00
BACHELOR	\$500.00
MASTERS	\$750.00

Section 8 **IN-SERVICE TRAINING**

The Administration may schedule up to one (1) day of in-service during each school year. This time will be scheduled on a work-day when students are not scheduled throughout the District.

A secretary may earn an additional vacation day by attending seven/seven and one-half (7/7½) hours of in-service training throughout the year. The supervising administrator shall determine the acceptability of and grant approval for the specific in-service activities.

The scheduling of these programs and their agendas shall be formulated by a committee of **UNION** members and one administrator.

Section 9 **CONFERENCES - WORKSHOPS**

Employees may apply for approval to attend secretarial training conferences and workshops, along with reimbursement for their expenses. All applications must have the prior approval of the Superintendent or his designee. It is further understood that attendance at approved conferences and/or workshops shall not be charged to the employee's personal business days.

Section 10 **RETIREMENT**

Retirement date for all employees of the bargaining unit is JUNE 30. The **BOARD** may grant extensions beyond June 30 to employees needing additional time to qualify for retirement under the Michigan Public School Employees Retirement Fund Board rules.

Section 11 **VOLUNTARY TERMINATION OF EMPLOYMENT**

Employees wishing to terminate employment shall furnish the **BOARD** with written notice ten (10) work days in advance of such termination. Failure to comply will result in loss of all accrued benefits except wages. The **BOARD**, at its discretion, may make an exception upon **UNION** request.

Section 12 TRANSFERRING OUT OF UNIT

Any employee who has been promoted from the bargaining unit to a position outside the unit with the **BOARD** or with the **UNION**, shall maintain their seniority and have it frozen at that point. Upon their request to return to the bargaining unit, they shall bump the lowest seniority person in the unit.

**ARTICLE IV
SENIORITY**

Section 1 SENIORITY

"Seniority" shall be on a District-wide basis.

Section 2 PROBATIONARY EMPLOYEES

- A. New employees shall be on probation for the first ninety (90) consecutive days of employment during their work year.

If the probationary period is not completed by the end of the current work year, the time remaining for its completion shall be served during the next work year.

- B. There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the employee's seniority will be computed from the first day of employment.
- C. During the probationary period, the BOARD shall have sole discretion in matters of discharge and discipline of such employees, which action shall not be subject to review through the grievance procedure.
- D. Probationary employees are not eligible to transfer to a posted position within the bargaining unit.

Section 3 SENIORITY LIST

A seniority list will be furnished to the **UNION** annually, on or about **October 15**, and will list all employees by classification, name and seniority date.

Section 4 LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure.
- C. He/she is absent for three (3) consecutive working days without notifying the **BOARD** or giving satisfactory reasons to the **BOARD** for such absence. In proper cases, exceptions may be made by the **BOARD**, at its discretion. The **BOARD** will send written notification to the employee at his/her last known address that he/she has lost seniority and that his/her employment has been terminated.

- D. He/she does not return from sick leave or a leave of absence without notifying the **BOARD** or giving satisfactory reasons to the **BOARD** for such absence.
- E. He/she gives a false reason for a leave of absence or engages in other employment during such leave.
- F. He/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions may be made by the **BOARD** at its discretion.
- G. He/she retires.

**ARTICLE V
WORKING CONDITIONS**

Section 1 WORKING HOURS

- A. **The normal work day for all employees in Classifications III and IV shall be seven and one-half (7½) hours per day, exclusive of a sixty (60) minute lunch period.**
- B. **The normal work day for all employees in Classifications I & II shall be seven AND ONE-HALF (7½) hours per day, exclusive of a sixty (60) minute lunch period.**

Exception in II will BE PAYROLL/CAFETERIA ACCOUNTS WHO WILL WORK SIX (6) HOURS PER DAY, EXCLUSIVE OF A SIXTY (60) MINUTE LUNCH PERIOD.

Section 2 WAGES & BENEFITS FOR PART-TIME EMPLOYEES

It is recognized that there may be times when the **BOARD** deems it necessary to place an employee on a work schedule of less than seven (7) or seven and one-half (7½) hours per day. In such event, the employee shall be paid the appropriate hourly rate for the number of hours worked per day. If an employee is employed half-time or more, he/she shall be treated as a full-time employee for hospitalization and life insurance benefits. If an employee is employed less than half-time, he/she shall not receive any insurance benefits.

Benefits for part-time employees such as leave days, holidays and vacations shall be prorated to the amount of time worked per day in relation to a seven (7) or seven and one-half (7½) hour day.

Section 3 CO-OP STUDENTS

The **UNION** agrees that the **BOARD** may use co-op students and paraprofessionals throughout the District. The **BOARD** agrees that its use of co-op students and paraprofessionals will not cause the layoff, job elimination or loss of hours of any employee and that any eliminated secretarial position will not be filled by co-op students or paraprofessionals.

Section 4 **OVERTIME**

- A. Overtime hours must be cleared, in advance, by the Superintendent or his designee.
- B. All required overtime in excess of regular working hours seven and one-half (7½) hours per day shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.
- C. Assigned overtime on Saturdays shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.
- D. Assigned overtime on Sundays and holidays shall be compensated at two (2) times the regular hourly rate.
- E. Upon approval of the Superintendent or his designee, an employee's request for compensatory time, in lieu of money for overtime, may be approved.

Compensatory time shall be calculated, accumulated and used in accordance with the Fair Labor Standards Act.

Section 5 **CALENDAR**

The normal work year for 52 week employees shall run from July 1 to June 30. Forty-five (45) week employees will be scheduled by the building principal or appropriate supervisor in accordance with the specific needs of the building or program, but this schedule shall be confined to the time period commencing two (2) weeks prior to the beginning of the school year and two (2) weeks after the close of the school year. In the event that the school calendar for the next school year is not adopted prior to the close of the school year, the **BOARD** shall notify each employee, in writing, as soon as possible, of the date of commencement of their work year.

ARTICLE VI
LEAVES OF ABSENCE

Section 1 **SICK AND EMERGENCY LEAVE**

- A. Any employee finding it necessary to be absent from work because of illness or legitimate use of his/her leave **DAY** in accordance with present **BOARD** policy, must notify the electronic secretary at the Board Office prior to 7:00 a.m. on the day of the absence.
- B.
 - 1. The **BOARD** will provide *ten days of leave* without loss of pay to the employee.
 - 2. Employees shall accumulate unused days to a maximum of 48. These days shall be payable at the *daily substitute secretary rate per day* upon the termination of employment, provided the employee has at least ten (10) full work years of service.

Days in excess of 48 will be paid annually at the *daily substitute secretary rate per day*. This payment will be included with the final check in June.

3. Leave days immediately preceding or following a holiday must be approved in advance (except when for personal illness accompanied by a doctor's note). Leave days preceding a holiday may be granted in the following situations:

- a) For surgery, accidents, serious illness, or injury to an immediate family member (as defined in Article VI, Section 2
- b) For bereavement of a non-immediate family member;
- c) When travel is needed to attend to an immediate family member's needs.

When applicable, leave days preceding or following a holiday/vacation break must be requested in writing.

Personal leave days used consecutively must be approved, in advance, except for emergencies.

A SECRETARY ABSENT FROM WORK BECAUSE OF MUMPS, SCARLET FEVER, MEASLES, CHICKEN POX, CONJUNCTIVITIS, OR LICE, REASONABLY SHOWN TO BE ATTRIBUTABLE TO A SOURCE IN SCHOOL, SHALL SUFFER NO DIMINUTION OF COMPENSATION AND SHALL NOT BE CHARGED WITH SICK LEAVE FOR A PERIOD NOT TO EXCEED FIVE (5) SCHOOL DAYS.

Section 2 BEREAVEMENT

An employee will be excused from work up to three (3) days per death in the immediate family with no loss of negotiated days. The immediate family shall be interpreted as mother, father, brother, sister, children, spouse, grandchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-brother, step-sister, and step-child. The three (3) days must **occur** (excluding Saturday, Sunday and holidays) within the period commencing with the date of death and ending with the second calendar day after the date of the funeral, providing he/she attends the funeral. Notification must be made to the immediate supervisor at the earliest convenience.

Section 3 SHORT TERM CHILD REARING LEAVE

A. Upon written request to the Superintendent or his designee, an employee shall be granted a Short Term Child Rearing Leave. This leave may not be used to extend the employee's absence from employment beyond **F.M.L.A. provisions**, from the date of birth, without **BOARD** authorization.

An employee granted such leave shall accrue seniority and be entitled to fringe benefits, provided however, that such leave shall be without pay. Nothing herein shall affect any benefits that may be provided under any insurance program.

B. Upon expiration of the leave period, the employee shall be reinstated to his/her former position and he/she shall report to work. The failure of an employee to report to work shall result in the termination of employment and loss of seniority.

- C. An employee may request a Child Care Leave (in accordance with Section 4 below) to begin at the end of his/her Short Term Child Rearing Leave for a period not exceeding one (1) year, unless renewed by the **BOARD**. A similar leave may be granted an employee who accepts a child through legal adoption beginning upon the entry of an order of adoption in the probate court. A Child Care Leave following delivery of the child must be requested by the end of the fourth (4th) week following the birth of the child. In the case of an adoption proceeding, the earliest notice possible will be expected. Such leaves shall be without pay or benefits.

Section 4 OTHER LEAVES

A leave of absence without pay may be granted any employee for other reasons. Requests for such leaves must be made in writing to the **BOARD** and must not be more than one (1) year. Any benefits under the provisions of this Agreement which otherwise accrue to an employee granted a leave of absence under this provision, shall be suspended during his/her leave of absence. Employees returning from a leave of absence shall be eligible for the first vacancy for which they are qualified and have seniority. Short term leaves without pay for one (1) or two (2) weeks will be honored only in unusual cases and for good reason. Leaves to accompany spouse on vacation or business trips shall be approved only once every two (2) years.

Section 5 JURY AND COURT LEAVES

Each employee shall be excused from his/her regularly assigned duties for jury duty or attendance at Court as a witness, pursuant to subpoena, requiring the employee to testify in a suit involving the District. Such days will not be charged to leave time and the employee will be paid the difference between juror or witness fees and his/her regular pay during such period of time.

Section 6 LEAVE FOR UNION BUSINESS

An employee who is appointed or elected to a full-time position with the **UNION** shall be granted a leave of absence, without pay and benefits, for a period not to exceed two (2) years. Not more than one (1) employee shall be on this type of leave in any given year.

Section 7 CONFERENCE LEAVE FOR UNION BUSINESS

Upon written application submitted to the Superintendent or his designee at least one (1) week in advance, the chapter chairperson will be granted up to five (5) days leave per year, without pay, to attend international or Council 25 educational or conference sessions.

**ARTICLE VII
GRIEVANCE PROCEDURE**

Section 1 DEFINITION

A grievance is a complaint by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of any express provisions of this Agreement.

Section 2 **PROCEDURE**

Grievances shall be presented and adjusted according to the following procedure:

Any employee with a grievance, as defined herein, may informally discuss the matter with his/her immediate supervisor. At the request of the employee, a representative of the **UNION** may be present.

STEP 1 In the event the matter is not resolved informally, a written grievance may be filed with his/her immediate supervisor within five (5) school days following the act or condition which is the basis of the grievance.

- a. Within five (5) school days after receiving the grievance, the immediate supervisor shall state his/her decision, in writing, together with supporting reasons, and shall furnish a copy to the aggrieved party.

STEP 2 Within five (5) school days after receiving the decision of the immediate supervisor, the aggrieved party may appeal to the Personnel Director. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- a. Within five (5) school days after receipt of the appeal, the Personnel Director shall communicate his/her decision in writing, together with supporting reasons, to the aggrieved party.

STEP 3 Within five (5) school days after receiving the decision of the Personnel Director, the aggrieved party may appeal to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decisions at Steps 1 and 2.

- a. Within five (5) school days after receipt of the appeal, the Superintendent shall communicate his/her decision in writing, together with supporting reasons, to the aggrieved party.

STEP 4 If the aggrieved party desires to pursue his/her complaint further, he/she must appeal to the **UNION** which will decide whether or not to take the complaint to arbitration, the following rules shall be observed:

- a. The **UNION** shall file with the Superintendent a demand for arbitration within fifteen (15) work days after receiving a copy of the decision rendered under Step 3 of this procedure.
- b. If the parties are unable to agree upon an arbitrator, a request for a list of seven arbitrators shall be made to AAA (American Arbitration Association). Beginning with the **UNION**, the **UNION** and the **BOARD** shall alternately strike a name from such list until only one person remains who shall be the arbitrator.

- c. The **BOARD** and the **UNION** shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.
- d. The following matters shall not be subject to arbitration:
 - 1. The provisions of insurance contracts and policies
 - 2. Any policy, rule, regulation or practice of the **BOARD**
 - 3. Any matter set forth in this Agreement which is covered by a state and/or federal law and may be pursued through an administrative agency.
- e. The award of the arbitrator, which shall be rendered within 30 days after the submission of the final proofs and statements, shall be binding upon the parties. There shall be no appeal from said decision if it is within the scope of the arbitrator's authority and no fraud, collusion or duress is present. The fees and expenses of the arbitrator shall be borne equally by both parties.
- f. The powers of the arbitrator shall be limited to deciding whether the **BOARD** violated, misinterpreted or misapplied any of the express terms of this Agreement. Any matter which is not specifically set forth in this Agreement shall not be subject to arbitration. In addition:
 - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 - 2. He/she shall have no power to decide any question which under this Agreement are within the authority of the **BOARD** to decide.
 - 3. He/she shall have no power to substitute his/her judgment for that of the **BOARD**.
 - 4. He/she shall have no power to award monetary damages.
 - 5. He/she shall have no power or authority to interpret or base his/her decision on any state or federal statutory or case law in deciding whether the **BOARD** has violated, misinterpreted or misapplied any of the expressed terms of this Agreement.
- g. If the **BOARD** disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine whether he/she has jurisdiction to act, and if he/she finds that he/she has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.
- h. The **BOARD** shall not be required to pay back compensation for more than five (5) days prior to the date the grievance was filed. No decision in any one case shall require a retroactive adjustment in compensation in any other case.

2004/2005**2005/2006**

Labor Day	September 6, 2004	Labor Day	September 5, 2005
Thanksgiving	November 25, 2004	Thanksgiving	November 24, 2005
Day after Thanksgiving	November 26, 2004	Day after Thanksgiving	November 25, 2005
Christmas	December 25, 2004	Christmas	December 25, 2005
New Year's Day	January 1, 2005	New Year's Day	January 1, 2006
Winter Break	February 14-18, 2005	Winter Break	February 20-24, 2006
Good Friday	March 25, 2005	Good Friday	April 14, 2006
Memorial Day	May 30, 2005	Memorial Day	May 29, 2006
July 4	July 4, 2005	July 4	July 4, 2006

2006-2007

Exact dates will be listed during re-opener

Section 2 VACATIONS FOR 45 WEEK EMPLOYEES

Vacations, with pay, for 45 week employees shall consist of the days that schools are closed during the Christmas, Winter and Easter Recesses, other than the holidays occurring during such period.

Section 3 VACATIONS FOR 52 WEEK EMPLOYEES

Vacations, with pay, for 52-week employees shall consist of the days that schools are closed during the Christmas, Winter and Easter Recesses.

Fifty-two (52) week employees shall receive additional vacation in accordance with the following schedule:

EFFECTIVE JULY 1, 1998:

First year	6 days
Second through sixth year	10 days
Seventh through eleventh year	12 days
Twelfth through fifteenth year	15 days
Sixteenth year and above	20 days

A 45 week employee who becomes a 52 week employee shall be given credit for their months worked as a 45 week employee.

**ARTICLE IX
EMPLOYEE COMPENSATION**

Section 1 EMPLOYEE COMPENSATION

- A. Employees will be compensated by the **BOARD** in accordance with the hourly wage schedule set forth in Appendix A of this Agreement.
- B. An employee hired for full time employment up to and including December 31 of the current work year, shall receive experience credit for one (1) full year upon continued full time employment for the next succeeding work year.

- C. An employee hired for full time employment on or after January 1, of the current work year and whose employment is continued on a full time basis for the next succeeding work year, shall not receive any experience credit for working the balance of the current work year, other than credit for successfully serving the probationary period.

Section 2 PAY PERIODS

Each employee will be paid bi-weekly during the work year.

Section 3 PAYROLL DEDUCTIONS

Employees may use payroll deductions for credit union, annuities approved by the **BOARD** and union dues, all in accordance with the rules and regulations of the Business Office and the policies of the **BOARD**.

Section 4 RETIREMENT LEAVE PAY

Terminal leave pay of **fifty (\$50.00)** dollars per year of service in the District will be paid to each employee upon retirement, provided said employee qualifies for benefits under the state retirement system at the time of retirement and has been employed by the District for at least ten (10) years.

Section 5 LONGEVITY PAY

Each employee shall be paid longevity pay in accordance with the schedule set forth below:

Five to nine years	\$350.00
Ten to fifteen years	\$575.00
Fifteen years and over	\$825.00

Credit for longevity pay shall be computed on the basis of the employee's year of service minus any time off for layoff, (after three months) leave of absence, resignation and disability (after three months). Payment will be made on the last pay in June, for the total amount earned during the work year.

**ARTICLE X
INSURANCE PACKAGE**

Section 1 INSURANCE PROTECTION

A. HEALTH INSURANCE

The **BOARD** shall provide, without cost to the employee, **MESSA PPO CHOICES PAK** or Plan B (or comparable).

New employees hired or bidding into the bargaining unit will receive benefits at the end of the ninety (90) day probationary period.

PLAN A:

The **BOARD** shall provide all insurance benefits listed herein for a full twelve (12) month period of each school year for all employees in the bargaining unit, except for those employees electing benefits under Plan B below. Such benefits shall be provided, without cost to the employee, to employee and dependents, as defined in the agreed upon specifications.

1. MESSA Super Care I Health Insurance or comparable. When appropriate MESSA **PPO CHOICES PAK A** (or comparable) or MESSA Limited Medicare Supplement (or comparable) and Medicare, Part B, premiums shall be paid on behalf of the employee, his/her spouse and/or dependents eligible for Medicare.
2.
 - a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider (or comparable) with no coordination of benefits, or
 - b. MESSA/Delta Dental Plan C, including the 003 orthodontic rider (or comparable) with internal and external coordination of benefits.
3. MESSA Term Life Insurance (or comparable) in the amount of **\$40,000** for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA VSP3 (or comparable) vision insurance including internal and external coordination of benefits.

PLAN B:

Employees not electing insurance benefits as described in Plan A above, shall be provided by the **BOARD** with the following insurance benefits for a full twelve (12) month period of each school year. The benefits listed below shall be provided, without cost to the employee, not enrolled in benefits under Plan A above, and eligible dependents, as defined in the agreed upon specifications.

1.
 - a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider (or comparable) with no coordination of benefits, or
 - b. MESSA/Delta Dental Plan C, including the 003 orthodontic rider (or comparable) with internal and external coordination of benefits.
2. MESSA Term Life Insurance (or comparable) in the amount of **\$60,000** for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. The employee may choose to cap the term life at \$50,000, and receive the additional premium cost as compensation.
3. MESSA Dependent Term Life Insurance (or comparable) in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand dollars (\$5,000) for each dependent child, as defined in the agreed upon specifications.

4. MESSA VSP3 vision insurance (or comparable) including internal and external coordination of benefits.
5. Notwithstanding any other provision of the contract to the contrary, the South Lake Schools shall provide a cash option of no less than \$2,500.00 in lieu of group medical insurance. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the **UNION**.

The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

B. SHORT TERM DISABILITY

1. The **BOARD** shall provide Short Term Disability protection without cost for full time employees as follows:

Seventy-five percent (75%) of income for ninety (90) days in case of sickness or accident. Benefits shall begin on the first day of hospitalization or on the sixth consecutive work day of illness in any current year.

2. The **BOARD** will select the insurance company, and notwithstanding any other provisions to the contrary, all benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the insurance company.

C. LONG TERM DISABILITY

1. The **BOARD** shall provide, without cost to the employees, MESSA Plan II Long-Term Disability Insurance (or comparable) for each employee. Benefits shall be paid at sixty-six and two-thirds percent (66 %) of salary to a monthly maximum of **FIVE THOUSAND DOLLARS (\$5,000)**, and shall begin after expiration of ninety (90) calendar days. Benefits shall continue to age seventy (70), at no cost to the employee in the event of permanent disability.
2. The employment status of an employee who qualifies for permanent disability payments along with all benefits, shall terminate one (1) year after long-term disability commences.

- D. The **BOARD** shall provide \$15, 000 to age sixty-five (65) for each employee upon retirement, provided said employee qualifies for benefits under the state retirement system at the time of retirement.

- E. Employees on long-term disability shall have their hospitalization, dental and vision insurance paid for one (1) year from the day they transferred from short-term disability (STD) to long-term disability (LTD). Life insurance is continued indefinitely under waiver of premium provision.

- F. Employees shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
- G. The **BOARD** shall establish an open enrollment of thirty (30) days commencing September 1, in each school year of this contract. The **BOARD**, in cooperation with the insurance carrier, shall be responsible for providing all necessary enrollment applications and claims materials.
- H. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the **BOARD** shall guarantee through the insurance company, the level and inclusion of all provisions of the insurance benefits, as provided for in the agreed upon specifications.
- I. The procedures for bidding the insurance provisions contained in the above; and the development of the biddable specifications, shall be jointly developed by the administration and the bargaining group. The employees will be given the right to review the specifications. The insurance carrier selected to provide the insurance coverage shall be responsible for the administration of the insurance package. The insurance company shall guarantee the levels of benefits agreed to for the duration of the awarded contract.

**ARTICLE XI
DURATION AND SEVERABILITY**

Section 1 SEVERABILITY

Should any Article, Section or Clause of this Agreement be declared invalid by either a Court of competent jurisdiction or the Attorney General, such Article, Section or Clause, as the case may be, shall automatically be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement.

Section 2

DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2004**, continue in full force and effect until **June 30, 2007**. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to **June 30, 2007**.

Straight time wages, vacations and longevity pay for employees on the payroll as of **July 1, 2004** shall be retroactive to the first scheduled working day of the fiscal year. No other provision of this Agreement shall be retroactive unless specifically provided for in this Agreement.

For the BOARD

Local 2457, Council 25, AFSCME

Karla Anderson, President

Diana Schmerheim, Chapter Chairperson

Barb Ancona, Vice President

Eileen Hilton

Shawn Gray, Secretary

Tina Jamieson

Ron Frederick Treasurer

Karen Langbeen

Lois Cardenas, Trustee

Catherine Phillips, Council 25

Vince Marino, Trustee

Allen Innes, Trustee

William C. Putney, Superintendent

APPENDIX A

2004 – 2005

Classification	Weeks Worked	Probation Rate First 90 days	Balance of First Step	Step II	Step III	Step IV	Step V
I	52	\$19.29	\$20.19	\$20.78	\$21.92	\$22.80	\$23.69
I-A	52	\$18.45	\$19.30	\$20.14	\$20.97	\$21.79	\$22.66
I-B	45	\$18.39	\$19.13	\$19.72	\$20.31	\$20.91	\$21.76
II & III	45/52	\$15.70	\$16.54	\$17.34	\$18.17	\$19.01	\$19.86
IV	45/52	\$14.20	\$15.06	\$15.90	\$16.69	\$17.57	\$18.44

2005 – 2006

Classification	Weeks Worked	Probation Rate First 90 days	Balance of First Step	Step II	Step III	Step IV	Step V
I	52	\$19.82	\$20.75	\$21.35	\$22.52	\$23.43	\$24.34
I-A	52	\$18.96	\$19.83	\$20.69	\$21.55	\$22.39	\$23.28
I-B	45	\$18.90	\$19.66	\$20.26	\$20.87	\$21.49	\$22.36
II & III	45/52	\$16.13	\$16.99	\$17.81	\$18.67	\$19.53	\$20.41
IV	45/52	\$14.59	\$15.47	\$16.34	\$17.15	\$18.05	\$18.95

APPENDIX B
CLASSIFICATIONS

Classification	Position	Weeks Worked	Hours Per Day
I	Accountant/Head Bookkeeper	52	7.5
IA	Payroll/Bookkeeper	52	7.5
IB	H.S. Principal/Internal Accounts	45	7.5
II	Payroll/Cafeteria Accounts	45	6
III	Data Processing	52	7.5
IV	Attendance/HS Assistant Principal	45	7.5
	Athletics/ HS Assistant Principal	45	7.5
	Counseling/Student Records	45	7.5
	Data Entry Clerk	52	7.5
	Elementary Principal	45	7.5
	High School	52	7.5
	Maintenance	52	7.5
	Middle School Principal	45	7.5
	Special Services	45	7.5