

**MASTER AGREEMENT**

**between the**

**LANSING SCHOOL DISTRICT**

**and the**

**LANSING ASSOCIATION OF  
EDUCATIONAL SECRETARIES  
(LAES)**

**2023 - 2028**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	Recognition	3
II	Compensation	3
III	Hours of Work	3
IV	Probationary Period	4
V	Transfer of Duty	5
VI	Filling of Vacancies	5
VII	Compensable Leave	6
VIII	Leave Days with Pay	8
IX	Vacations	9
X	Holidays	10
XI	Rest Periods	10
XII	Insurance Protection	11
XIII	Leaves of Absence	13
XIV	Employee Incentives	16
XV	Longevity	17
XVI	Layoff and Recall Defined	17
XVII	Resignation	18
XVIII	Retirement	18
XIX	Retirement Pay	18
XX	Worker's Compensation	18
XXI	Inclement Weather	19
XXII	Protection of Secretaries	20
XXIII	Conferences and Workshops	20
XXIV	Special Conferences	20
XXV	Grievance Procedure	21
XXVI	Union Security	25
XXVII	Union and Secretary Responsibilities	25
XXVIII	Discipline of Secretaries	26
XXIX	Continuity of Operations	26
XXX	Union and Secretary Rights	27
XXXI	Board Rights	28
XXXII	Negotiation Procedures	29
XXXIII	Miscellaneous Provisions	30
XXXIV	Evaluation of Secretaries	31
XXXV	Duration of Agreement	32
	Appendix A – Salary Schedule	33
	Appendix B – Occupational Index to Classes	34

**ARTICLE I**

**RECOGNITION**

- 1.01 The Board hereby recognizes the Lansing Association of Educational Secretaries (LAES), hereinafter referred to as the "Union", as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "secretary" when used hereinafter in this Agreement shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.
- 1.02 The following secretarial personnel comprise, by way of illustration, this bargaining unit: Secretaries, Financial Transactions Clerks, Library Technicians, Data Entry Clerks, Office Service Clerks and all other personnel placed on the secretarial wage schedule, but excluding eight (8) unclassified secretaries, substitute secretaries and supervisory personnel.
- 1.03 The Board agrees not to negotiate regarding the terms and conditions of employment for bargaining unit members with any individual member of the bargaining unit or any organization other than the LAES for the duration of this Agreement.

**ARTICLE II**

**COMPENSATION**

- 2.01 The hourly wages of secretaries covered by this Agreement are set forth in the Appendix A which is attached to and incorporated in this Agreement.
- 2.02 Authorized overtime worked in excess of eight (8) hours in one day or forty (40) regular hours in any one week shall be paid at time-and-one-half of the regular rate.
- 2.03 When overtime is required, reasonable notice shall be given to the secretary involved, except in extenuating circumstances.
- 2.04 A secretary engaged during the working day in negotiating in behalf of the Union with representatives of the Board or participating in any grievance procedures which are scheduled by the Board or the Administration, shall be released from regular duties without loss of salary.

**ARTICLE III**

**HOURS OF WORK**

- 3.01 The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday.
- 3.02 The lunch period will normally be scheduled for one hour. However, beginning

the first week after school closes to the first week before school opens in the fall, the lunch period will be scheduled for one-half hour unless mutually agreed otherwise by the secretary and immediate supervisor. Upon the request of the Union, the employer agrees to meet and confer to discuss disputes arising out of the implementation of this language.

- 3.03 When the secretary is formally requested by the principal to work through their lunch period, or there is no coverage for the secretary during such time, the secretary will be paid for those times worked. As noted in payroll.

## **ARTICLE IV**

### **PROBATIONARY PERIOD**

- 4.01 New secretaries hired into the unit shall be regarded as probationary secretaries for the first six (6) months of active employment. Members of the bargaining unit who, through contractual procedures, are assigned to open positions will be on a special probationary status for 20 work days.
- 4.02 During the special probationary period, either the secretary or the administrator may decide to terminate the assignment. When a termination occurs during the special probationary period, the following shall take place:
- a. The secretary shall revert to her former position if it is still open and has not been posted.
  - b. If the secretary's prior position is not open, the following shall apply:
    1. The secretary may apply for his/her old position if the bidding and promotion process (as determined by the collective bargaining agreement) is in progress and a candidate has not been selected.
    2. The secretary may be reassigned temporarily in an open position or used as a float secretary until permanent placement is achieved through successful application for an open position at a higher classification.
    3. The secretary may be permanently placed in an open position at the same classification level she held in the previous permanent assignment.
3. The secretary's classification and rate of pay shall not be reduced during any period of time that may occur between the termination of a special probation and the achievement of the person's next permanent assignment, at which time the provisions of the collective bargaining agreement regarding such matters shall be in force.
  4. Article 5, section 5, of the collective bargaining agreement shall not apply to secretaries who are temporarily assigned following termination of a special probation. They shall be free to apply for any open position until they achieve a permanent assignment.
  5. A secretary who participates in a special probation shall be entitled to all the benefits of membership in the LAES Bargaining Unit with the single exception that termination of the special probation by the employer shall not be the subject of a grievance.

## **ARTICLE V**

### **TRANSFER OF DUTY**

- 5.01 The District shall have discretion of the transfer of duties of LAES bargaining unit members. Secretaries will receive a 15-days' notice period for transfers. Assignments shall follow the Transfer of Duty protocol based on consideration of Performance Evaluation, Attendance, Discipline, Fit, and Seniority.

## **ARTICLE VI**

### **FILLING OF VACANCY**

- 6.01 The major responsibilities and qualifications of each occupational index by class listed in Appendix B of the Agreement are identified in the Lansing School District's May, 1979 Classification Plan for the Clerical-Secretarial Service and serve as official class specifications. The Board retains the exclusive right to determine and assign the responsibilities, duties and tasks performed by bargaining unit members. In the event the Board intends to significantly alter the major responsibilities of an existing position or create a new position not previously in existence, the Board shall notify the Union fourteen (14) calendar days prior to implementation of such change(s) and provide the Union the opportunity to meet and confer the effect of the change with the Board.
- 6.02 Newly created positions and vacancies within the bargaining unit shall be advertised for bargaining unit personnel and others through the Human Resources website, or any applicable site, a copy sent to the Union and an email to all District employees. An applying employee meeting the minimum posted qualifications will be interviewed by a selection panel appointed by the employer, unless the number of bargaining unit applicants is unreasonably large. Applying employees not meeting the minimum qualifications will be so notified prior to the interviews. In determining the individual to be selected for the position, consideration shall be given in accordance with the secretarial/clerical selection grid in Appendix F. The employer shall provide the Union with a written list of the applicants and the name of the successful candidate within 10 working days of the appointment. Unsuccessful Union candidates shall also be notified in writing of their non-selection and the name of the successful candidate within the same time period.
- a. Vacancies in level IV and level V positions will not be filled by a non-bargaining unit applicant unless no internal applicant possesses the minimum qualifications, or the selected non-bargaining unit applicant scores more points than all qualified internal applicants as determined by the secretarial/clerical selection grid.
  - b. This section shall apply to vacancies which are newly created positions and vacancies which are not filled by the recall of laid off secretaries pursuant to Section 14.03. However, a vacancy shall be posted in accordance with this section, rather than filled by the recall of a laid off secretary, if the vacancy

involves more work weeks than the position held by the laid off secretary at the time he/she was laid off.

- 6.03 If a secretary is forced from a position due to a transfer and there are no job openings in the secretary's classification or a higher classification, the secretary would be paid his/her existing salary in a lower classified job until the secretary could be offered or assigned to a job in the secretary's classification or a higher classification.
- 6.04 New hires shall not be eligible to compete with other bargaining unit members for promotion or transfer until they have completed six months of service with the District as a member of the bargaining unit. No member of the bargaining unit may compete with other bargaining unit members for promotion or transfer within one year of being promoted or transferred. Exceptions to this provision may be made by mutual agreement between the Board and the Union.
- 6.05 The Board declares its support of a policy of promotions from within its own secretarial staff.
- 6.06 The Board will make a good faith effort to post and fill all new and vacant positions in a reasonable period of time unless the Board determines that a vacant position should be eliminated or not filled. The Board will not use temporary employees to avoid the creation of a new position except where it can be shown that the work satisfies one of the following definitions: (1) It is of a seasonal nature, temporary in duration, and the placement shall in no event exceed a total of twenty (20) weeks for the intended purpose; (2) It is of a temporary nature, the purpose is not anticipated to be recurring in nature, and the placement shall not exceed twenty (20) weeks without mutual agreement by the parties to extend the temporary placement; or (3) It is of a temporary nature, to assist the regular work force with normal periods of heavy work load off and on during the year, and the use of the temporary employee(s) shall not exceed a total of twenty (20) weeks during any fiscal year. This provision shall not alter the Board's practice of determining whether and when to declare a vacancy in a position from which the incumbent has taken a leave of absence. This provision shall not be interpreted as impacting the use of temporary employees to substitute for bargaining unit members.
- 6.07 An LAES representative will be invited to interviews for bargaining unit positions but they shall not participate in the process.

## **ARTICLE VII**

### **COMPENSABLE LEAVE**

- 7.01 All secretaries shall be allowed one day of sick leave per month of employment to be used for personal illness or injury. By way of example, i.e., an eight (8) hour a day employee earns eight (8) hours of sick leave per month; a six (6) hour a day employee earns six (6) hours of sick leave per month.

- 7.02 Each secretary shall be entitled to up to sixty (60) days of accumulation on the unused portion of each year's sick leave which shall be available to the secretary in future years. Secretaries who have more than sixty (60) days of accumulation at the time of this Agreement shall keep any days in excess of (60) days but will not accumulate any additional hours. Upon the event the secretary falls under the (60) days threshold they will once again begin accumulating sick time until the balance limit is met again.
- 7.03 Secretaries unable to perform their duties because of illness should notify their immediate supervisor before or at the start of the work day.
- 7.04 Other approved absences with pay, but chargeable against the secretary's sick leave, shall be granted for the following reasons:
- a. Absence necessitated by exposure to contagious diseases in which the health of students or other employees would be impaired by the secretary's attendance on duty.
  - b. A maximum of five consecutive days for critical illness in the immediate family, unless the attending physician verifies that the secretary needs to participate in the care of the critically ill member of the immediate family. Immediate family shall include the secretary's spouse, children, parents, foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care the secretary is principally responsible.
  - c. A maximum of five consecutive days for death in the immediate family.
  - d. One day, except when travel requires an additional day, for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance.
- 7.05 When a secretary is absent and has no sick leave to cover such leave, the secretary may, with the approval of the immediate supervisor and the chief administrator for Human Resources and/or designee, have the day or days charged against earned vacation time.
- a. Each secretary shall complete an Employee Time and Absence Record for each absence, such statement to be submitted in the immediate supervisor's office or Human Resource.
  - b. The immediate supervisor may request a physician's statement for an absence of five (5) or more days' duration.
  - c. Medical verification of disability may be required for absences immediately before or following a secretary's non-scheduled workday(s) or where a secretary's attendance record shows frequent absences. In such cases, the secretary shall be notified in writing of the need for such verification prior to the absence for which the verification is required.

7.06 Any secretary who willfully violates or misuses this Compensable Leave policy shall be subject to disciplinary action.

## ARTICLE VIII

### LEAVE DAYS WITH PAY

8.01 Two (2) leave days (16 hours), with pay, shall be granted annually to each full-time employee on the employment rolls as of July 1. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

Secretaries working less than eight (8) hours per day shall be entitled to a pro-rata share of leave days with pay granted to full-time employees.

8.02 The leave days with pay, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to the employee in increments of not less than one (1) full hours. Employees utilizing a leave day with pay shall be charged a minimum of one (1) hour leave time for each chargeable event. Furthermore, time used beyond one (1) hour shall be charged as actually used rounded to the nearest quarter hour. Thus, by way of example, an employee utilizing 2-1/2 hours shall be charged 2-1/2 hours; and an employee using 5 hours and 10 minutes leave time shall be charged 5 hours and 15 minutes.

8.03 The leave days with pay, or any fraction thereof, shall not be utilized during an absence for sick leave, or during any other leave of absence.

8.04 An employee taking a leave day with pay shall file a notice of the intent to take such day with the secretary's immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency\*). Such notice shall include a statement of the reason for such leave.

8.05 a. Leave day with pay shall not be used for:

1. Recreational pursuits, shopping or pleasure trip with spouse (including accompanying spouse on business trip).
2. Other employment or seeking new employment.
3. Child care, except for time associated with taking children to appointments during the business day that are not covered by section 6.04 B., such as medical, dental and optical.
4. Any other leave provision in this Agreement.

a. Requests for leave days with pay may be denied for:

1. The day before or the day after a holiday, holiday-related or vacation day.
2. The first and last week of each semester.

8.06 In the event an employee does not use a portion of the leave day with pay, that unused portion shall be transferred to the secretary's regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

\*An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should make, and has made, every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

## ARTICLE IX

### VACATIONS

9.01 All secretaries working on a twelve-month basis shall receive an annual vacation with full pay based on the following schedule:

The first six years	2 weeks
Upon completion of 6 years	3 weeks
Upon completion of 12 years	4 weeks

9.02 Secretaries working less than twelve months, or less than eight (8) hours per day, shall be entitled to a pro-rata share of the vacation allowance granted to full-time employees.

9.03 Vacations shall be computed from July 1 through June 30th. The vacation allowance to which an individual is entitled shall be determined by the number of years of service the secretary has completed by June 30th of a given year.

9.04 Vacation allowance shall be pro-rated during the first year of employment to the nearest half day. (Based on 5/6 of a day per month of service to June 30th).

9.05 Secretaries working on a twelve-month basis must use all accumulated vacation time except for a maximum of ten (10) days allowable carry-over. Secretaries working less than twelve months per year will be paid their full vacation allowance the last pay in June or the first pay in July.

9.06 Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the secretary. Vacations during the summer months shall be limited to three weeks unless otherwise agreed.

9.07 Administration shall have the ability to approve a secretarial vacation, by written approval. This approval does not need to go before human resources for approval, as long as the approval falls within stipulation and guidelines of this contract.

**ARTICLE X**

**HOLIDAYS**

10.01 The following days shall be recognized and observed as paid holidays:

Independence Day  
Labor Day  
The Day before Thanksgiving Day\*  
Thanksgiving Day  
Day after Thanksgiving  
\*Christmas Eve  
\*Christmas Day  
\*New Year's Eve  
\*New Year's Day  
Martin Luther King Jr. Day  
President's Day\*  
Good Friday\*  
Memorial Day

\*These holidays will be observed as a paid holiday in any year in which it is not a scheduled day of instruction. When a holiday \* falls on a day of instruction an alternative day will be selected by the District as a paid holiday, such as the day prior to the start of Spring Break.

10.02 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday,

10.03 Secretaries shall be expected to work the day preceding and following a holiday to be eligible for holiday pay. Secretaries working less than 52 weeks shall be eligible for holiday pay on Good Friday, Christmas Day, and New Year's Day provided they work their scheduled work day preceding and following this holiday.

10.04 Holidays occurring during the vacation period shall not be charged against vacation allowance.

**ARTICLE XI**

**REST PERIODS**

11.01 All secretaries shall be allowed a rest period away from the desk for each four (4) hour work period, for a period not to exceed fifteen (15) minutes each time.

11.02 This rest period, if not used, may not accumulate to be used at some later time

and may not be used for any other purpose, such as lengthening or shortening the work day.

- 11.03 When the secretary is formally requested by the principal to work through their rest period, or there is no coverage for the secretary during such time, the secretary will be paid for those times worked. As noted in payroll. (3.02 language)

## **ARTICLE XII INSURANCE PROTECTION**

- 12.01 The board shall make available health care coverage during the 12-month period of this agreement for all full-time employees and their eligible dependents. Part-time employee coverage shall be made available on a pro-rata benefit comparable to the FTE of their employment.

- a. Benefit coverage will begin on the 1<sup>st</sup> of the month following the date of hire. Employees have thirty (30) days from date of hire to submit benefit elections.
- b. Benefit contributions are deducted one month in advance from payroll deduction. Any missed contributions will be deducted on the following pay.
- c. Bargaining unit members who will not be returning to employment in the ensuing school year will have insurance premium contributions paid on their behalf by the Board under this Article through June 30 only. If a bargaining unit member separates from employment after June 30 and the Board has remitted premium contribution for the individual for the month(s) of July, August and/or September, the separating Secretary shall be obligated to the Board for those premium amounts. The Board shall have the right to recover such sums (in addition to any other remedies provided by law) by deducting the premium amounts owed from any wages remaining to be paid to the separating employee.
- d. Payroll deduction shall be available for any mutually agreed upon program, subject to the availability of current payroll processing limitations.
- e. The employee shall elect one of the benefit option packages during open enrollment and the decision shall be irrevocable for that school year, unless a qualifying life event necessitates change.
- f. Employees benefit coverage shall end at the end of the month following employment ceasing with the Lansing School District.
- g. Changes to the employee's family status shall be reported within thirty (30) days of the change.
- h. The District shall pay the maximum amount towards the cost of medical insurance premiums for each eligible employee within the LAES bargaining unit as is permitted by 2011 PA 152 specific to the "hard cap"

per section 3 of 2011 PA 152

1. The above provisions expire at the end of the life of the contract, thereafter the district's costs towards the medical insurance premiums shall not increase unless mutually agreed upon by both parties.

- i. The District shall provide Medical, Dental, Vision, Life Insurance and Long-Term Disability (LTD) for all eligible employees.
- j. Medical coverage will be mutually agreed upon by the Union and the District. Employees will be offered more than one medical plan to select from. Plans will be reviewed and recommended by the Union for review of the board.
- k. The District may self-fund or select other providers for the dental, vision, life and LTD benefits provided that the union agrees that the benefits will be the same (or better) and the overall cost will be less.

12.02 The District shall provide a cash option in lieu of medical benefits for those eligible. The cash amount is \$450.00 per month.

12.03 Part-time Secretarial Employees (4 or 5 hours):

Part-time secretarial employees are eligible to participate in the flexible benefit plan provided above. The Board's contribution shall be 50% of the amount provided to full-time employees.

12.04 Employees wishing to purchase a Tax-Sheltered Annuity (Section 403-B IRC) may do so through any of the Board approved carriers by a Salary Reduction Agreement between the Lansing School District and the employee.

12.05 Dental Care Insurance Plan:

- a. The Board shall provide Delta Dental Plan of Michigan (Plan D) for all full-time secretarial employees.
- b. Employees must work thirty (30) or more hours per week to be eligible for Dental Insurance.

12.06 Vision Care

Vision care will be provided to all employees and their dependents (children 19 to 25 are covered provided they are full time students or meet Federal IRS rules for dependency).

Coverage: The vision reimbursement plan will pay 80% of reasonable and customary services for examinations, frames, lens, or contact lens following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye.

Contact lens for cosmetic purposes are not covered. However, if the insured individual chooses contacts in lieu of glasses, an allowance of \$80.00 will be made towards their cost, including examinations.

The vision care benefit will be provided once in the 12-month policy year for eligible persons.

- 12.07 Each member of the bargaining unit shall be provided, at the Employer's expense, \$20,000 in life insurance benefits, to be payable upon the death of the employee.
- 12.08 The parties agree that, commencing July 1, 2023, and continuing through June 30, 2028, the District shall pay the maximum amount towards the cost of medical insurance premiums for each eligible employee within the LAES bargaining unit during each school year as is permitted per PA 152 of 2011. If the LAES decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LAES unit, it shall not result in an increase or decrease in the District's premium costs established in paragraph one (1) above. Before any changes in benefit design are effective, eligible employees will receive at least 60 calendar days advance notice of the change, as currently required by federal law.
- 12.09 The district agrees to invite LAES President to all quarterly insurance meetings.

### **ARTICLE XIII**

#### **LEAVES OF ABSENCE**

- 13.01 Leave of Absence for Reasons of Health
- Any secretary whose personal illness extends beyond the period compensated under Article VI (Compensable Leave) and accumulated vacation time shall be granted a leave of absence without pay for such a period of time, which in accumulation with absence with paid sick leave and accumulated vacation time shall not exceed one year. One additional year may be granted by mutual agreement between the Union and the Board. Secretaries with less than one year of service will be eligible for a leave under this provision, which does not exceed the length of their employment with the District. See Section 12.08 of this Article concerning return from a health leave.
- 13.02 Leave of Absence for Illness in the Immediate Family (as defined in Compensable Leave Article)
- Any secretary who, due to illness in the immediate family which necessitates that the secretary be away from the work station for an extended period of time shall be granted a leave of absence without pay not to exceed six (6) months. Immediate family shall include the employee's spouse, children, parents or foster

parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the secretary is principally responsible. In cases involving terminal illness, secretaries with at least one year of service may request a leave extension of six (6) additional months. See Section 12.08 of this Article concerning return from a family illness leave.

### 13.03 Maternity Leave (without pay)

- a. If the secretary desires a leave of absence, the secretary must file a written request with the Human Resources Office at least thirty (30) days prior to the anticipated date of such leave.
- b. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
- c. After the termination of pregnancy, the secretary shall be permitted to return from leave. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of OK pregnancy). See Section 12.08 of this Article concerning return from a maternity leave.
- d. Section 12.06 of this Article shall not be applicable to maternity leaves.

### 13.04 Adoptive Leave

Any secretary may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the secretary desiring leave shall apply to the Human Resources Office for an adoptive leave which shall commence when the secretary assumes custody of the child and shall continue for a stated period not to exceed one year. (Secretaries with less than one year of service will be eligible for a leave under this provision which does not exceed the length of their employment with the District.)

### 13.05 Military Leaves of Absence

Secretaries who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted and all accumulated compensable leave acquired prior to entry into the service will be reinstated. Military Leaves of Absence and credit on the salary schedule shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment. The provisions set forth in other sections of this Article shall not be applicable to this section.

### 13.06 Notification of Return from Leave of Absence

- a. A secretary returning from a leave of absence must notify the Human Resources Office at least two (2) weeks before the expiration date of the

leave of the date of return in order to permit planning, scheduling, and placement.

- b. Failure of the employee to report to work during the three consecutive work days immediately following the end of the leave shall constitute a voluntary separation. The Human Resources Officer or their designee may review emergency situations.

### 13.07

#### Leaves for Other Purposes

- a. Jury Duty - The secretary who receives a jury duty interview and appearance notice must notify the Human Resources Office within one (1) school day of such notice. If any secretary is summoned and reports for jury duty, the secretary shall be paid the difference between the amount received as a juror and the normal week's pay, provided the secretary is available for work within the regular work schedule when not occupied for jury duty. It is understood and agreed that a secretary shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the secretary must furnish the employer with a written statement from the appropriate public official listing the amount and the dates the secretary received pay for jury duty. Any secretary found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action. Said disciplinary action is not subject to the Grievance Procedure.
- b. Witness Duty - A leave of absence with full pay not chargeable against the secretary's sick leave shall be granted for a court appearance when subpoenaed as a witness in any case connected with the secretary's employment or the school, provided the secretary is not a plaintiff in the suit and provides to the District a copy of the subpoena and any sums received as subpoena fees. The secretary may retain all mileage reimbursement fees.
- c. Union Leave - Leaves of absence with or without pay may be granted for Union duties by the mutual consent of the Union and the Human Resources Officer or designee.
- d. Miscellaneous - Leaves of absence without pay may be granted for other reasons deemed appropriate, provided they do not exceed one (1) year.
- e. Parental Leave - A parental leave of absence shall be granted upon the following conditions:
  - 1. The leave shall be for a stated period not to exceed one (1) year (or the length of the secretary's employment, whichever is shorter).
  - 2. Upon completion of the leave, the employee will return to a level position from which the secretary left provided there is one available and provided the secretary meets the minimum qualifications of the position.

3. Should there be no appropriate level position available the employee will continue on parental leave until such time as an appropriate level position opens for which the employee is qualified. At that time the employee must return to work or be terminated.
  4. During this parental leave, the employee will be allowed to serve as a substitute secretary.
- f. Family and Medical Leave Act of 1993 - The Board shall extend such additional considerations and benefits to secretaries as are required by the Family and Medical Leave Act.
  - g. If any secretary takes advantage of the benefits of the law, the Board may require the employee to use all but five (5) days of his/her compensable leave bank during the leave.

13.08 Return from Leave

Upon return from leave, a secretary shall be assigned to the same position or an open position of the same nature. If this is not possible, the return to work shall be accomplished as follows:

1. The secretary will be placed in any open position, or the first position available in a lower classification at the same or lesser weeks of his/her original position. He/she shall receive the hourly rate and corresponding benefits of his/her classification at the time the leave began.
2. She/he will have the right of refusal for the first opening available in his/her original classification.
3. He/she will be offered the next available position in his/her original classification. If this position is refused the secretary shall stay in the current position at the current position's classification and pay.

Prior to return from a leave of absence for reasons of health, the Board may require the employee to provide a written verification of good physical and/or mental health. The Board reserves the right to have employees returning from such a leave promptly examined by a doctor of its choice at Board expense.

## ARTICLE XIV

### EMPLOYEE INCENTIVES

14.01 Attendance Incentive:

Bargaining unit members with less than 64 absence hours during the school year for short year secretaries or 80 absence hours for 52-week secretaries will be eligible for an annual \$200 stipend. Excluded from the definition of absences are: jury duty/Subpoena, approved Vacation, Administrative Leave where no discipline is issued, and FMLA Leave. All other absences count toward the less than eight-day eligibility. This stipend shall be paid on the first paycheck of July.

14.02 District Student Incentive

Any bargaining unit member who enrolls and sends their child(ren) to any Lansing School District school for a full school year shall receive an annual stipend of \$500.

**ARTICLE XV**

**LONGEVITY**

15.01 Longevity will be included in the hourly rate of pay of those individuals qualifying per contract.

15.02 Longevity payments will be made to each employee according to the following schedule based on the years of service, and hourly amount with the employer as of July 1st of any given year. Longevity shall be prorated in the case of death, retirement and resignation.

- |    |   |                    |
|----|---|--------------------|
| a. | Beginning ten years through fourteen years        | \$1200 @ .60/hour  |
| b. | Beginning fifteen years through nineteen years    | \$1600 @ .80/hour  |
| c. | Beginning twenty years through twenty-eight years | \$2000 @ 1.00/hour |
| d. | Beginning twenty-nine years and every year after  | \$2400 @1.20/hour  |

**ARTICLE XVI**

**LAYOFF AND RECALL DEFINED**

16.01 Layoff is defined as a reduction in the work force. Prior to layoff of any bargaining unit member, the employer shall eliminate the use of all substitute or temporary employees who are performing work in this bargaining unit, except that any substitute or temporary employee engaged in working on a special project shall be allowed to complete the work of that project not to exceed a period of sixty (60) days.

16.02 Layoff and recall procedure shall be processed as outlined in the LAES Transfer of Duty Protocol.

16.03 Secretaries on layoff shall retain their seniority for a period of two years or length of seniority in the bargaining unit on the date of layoff, whichever is shorter.

- a. A secretary shall not be entitled to recall to a vacancy in a higher level than the secretary's level on the date of layoff.
- b. The secretary must possess the necessary ability to perform the work adequately with minimal instructions. If the vacancy is in the same classification held on the date of layoff, it will be presumed that the secretary possesses the necessary ability to perform the work adequately with minimal instruction.

**ARTICLE XVII**

**RESIGNATION**

- 17.01 Any secretary desiring to resign shall file a letter of resignation with the Human Resources Office at least ten (10) working days prior to the effective date.
- 17.02 Any secretary who resigns from his/her position in the manner described in Paragraph 15.01 of this Article maintains the secretary's right to earned vacation time and earned longevity pay.

**ARTICLE XVIII**

**RETIREMENT**

- 18.01 All employees are covered under the Michigan Public School Employees Retirement System.

**ARTICLE XIX**

**RETIREMENT PAY**

- 19.01 Having reached the age requirements of the Michigan Public School Employees Retirement Plan and having completed at least ten (10) years of service with the Lansing School District, or upon death, the employee or beneficiary shall receive a lump sum payment computed by multiplying the employee's daily rate by fifty percent (50%) of accumulated sick leave days.
- 19.02 Retirement Separation Allowance  
Secretaries who qualify under the Michigan Public School Employees Retirement Act and have ten (10) years of service with the Lansing School District, after completion of their last year of service, shall receive \$200 for each year of service in the District. In case of death prior to retirement, the cumulative amount shall be paid to the designated beneficiary.

**ARTICLE XX**

**WORKER'S COMPENSATION**

- 20.01 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. Employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first seven (7) days following the date of injury.

Beyond the seventh day, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a prorated basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

20.02 All on-the-job accidents or injuries must be immediately reported to the on-duty departmental supervisor.

## ARTICLE XXI

### INCLEMENT WEATHER

21.01 When it is necessary for the Superintendent of Schools to close schools because of inclement weather, every effort shall be made to make such public announcement by 6:30 A.M.

21.02 On days when schools must be closed due to inclement weather or other circumstances out of the district's control, the District will not require secretaries to report/work for the first two (2) days. On the third day the school is closed due to inclement weather or other circumstances out of the district's control, secretaries can report to work before noon 12:00 and will be paid for a full day. When a secretary is unable to report to work before noon on the third day, one half-day shall be deducted from their vacation, sick, or personal leave (secretary's discretion). All days after the 3rd day, secretaries may use vacation, sick, or personal leave days with approval of their direct supervisor if they choose to take the entire day off.

On days when schools must be closed because a "State of Emergency" has been declared by the Governor of the state of Michigan, Mayor of Lansing, or other federal, state or county appropriate authority, secretaries will not be required to report to report/work or use leave time. If either of those first two (2) days are declared as "State of Emergency" days they will not count as the first two (2) days excused/no weather days of the school year.

Any additional days after the first two (2) days mentioned above, or on other days when the District or schools are closed, secretaries may work remotely with approval of their direct supervisor. Secretaries shall not be required to work in the building if their supervisor is approved to work from home or not reporting to work on these days.

21.03 Should the District find it necessary to close school due to inclement weather during the school day, it is the administrator's responsibility to manage the dismissal of students. The secretary will be excused by the administrator as soon as they have completed their responsibilities and the administrator advises them their continued presence is no longer needed. Such early dismissal shall not result in deduction from sick leave, personal leave or salary.

21.04 In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits" during the school year associated with his/her regular work assignment) due to days of instruction not

being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

**ARTICLE XXII**

**PROTECTION OF SECRETARIES**

22.01 Any case of employment-related assault upon a secretary, during working hours or arising out of an employment situation, shall be immediately reported to the Board of Education or its designated representative. The Board shall provide legal counsel to advise the secretary of the secretary's rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

Further, it is the intent of the District that any secretary who is found to be acting within the scope of their duties and responsibilities as an employee of the District will be covered by the District's liability coverage. Such coverage includes providing legal representation to Lansing School District employees who are named as a party to a lawsuit.

22.01 All secretaries will be trained in district crisis prevention intervention protocols within the first six months of employment. Those needing updates will be conducted at the employee's availability and paid for by the district.

22.02 All secretaries will have access to any and all security apps retained by the district within the secretary's security level as determined by the District.

**ARTICLE XXIII**

**CONFERENCES AND WORKSHOPS**

23.01 Secretaries will be granted released time with pay for attending conferences.

- a. The Board shall pay Sixty-Five Dollars (\$65.00) of the expenses for five (5) representatives of the bargaining unit designated by the Union to attend two (2) educational secretarial workshops.
- b. Request for deviation of the above shall be made to the Human Resources Officer or designee.

23.02 A secretary may be afforded the opportunity to attending training, conferences, and professional development with the approval of their supervisor. The LAES planning committee will have input on topics for the District's annual secretary PD plan.

## **ARTICLE XXIV**

### **SPECIAL CONFERENCES**

- 24.01 Special conferences for important matters will be arranged between the union and the Human Resources Officer or designee, upon the request of either party. Such meetings shall be between the Union representatives and representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.
- 24.02 Whenever possible, conferences shall be held after normal school hours unless otherwise mutually agreed to by the parties. If conferences are called by the Board at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

## **ARTICLE XXV**

### **GRIEVANCE PROCEDURE**

- 25.01 **Definition**  
A claim by an employee or the Union that there has been a violation or misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- 25.02 **Representation**  
At any stage of the grievance procedure, an employee is entitled to have Union representation present.
- Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Union has been given opportunity to be present at such adjustment. However, only the Union has the authority to carry a grievance to arbitration. Any settlement with an individual employee who chooses not to be represented will not set a precedent nor will that settlement be used in any similar case taken to arbitration by the Union.
- 25.03 **Time Limits**
- a. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.
  - b. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
  - c. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified ten (10) working day time limits shall also bar the grievance from

further action under the grievance procedure. Working day is defined as any day the District's administrative offices are open for business.

- d. Time limits may be extended in any specific instance by mutual agreement in writing

25.04

Grievance Procedure:

Step One – All grievances must be presented promptly and no later than ten (10) working days from the date the employee/Union became aware or, by the exercise of reasonable diligence, should have become aware of the occurrence giving rise to the complaint. If the grievance is settled without Union representation, the Union shall be informed of the settlement.

The administrator shall have ten (10) working days after presentation of the grievance to respond.

Step Two – If the grievance is not resolved at Step One, the Union must within ten (10) working days of the administrator's answer, submit to the administrator a written grievance. The grievance shall include:

1. Specific section(s) of the Agreement alleged to have been violated.
2. Statement of facts giving rise to the grievance, inclusive of the members or group of employees involved.
3. Signature of the grievant(s) and steward(s).
4. Relief requested.
5. Date the grievances are filed.

The administrator shall give the Union a written answer in writing no later than ten (10) working days after receipt of the grievance.

Step Three – If the grievance is not resolved at Step Two, the Union or designee must submit the grievance within ten (10) working days to the chief administrator for Human Resources or his/her designee. Within ten (10) working days of receipt of the grievance, the chief administrator for Human Resources and/or designee shall meet with the Union, grievant, to discuss the grievance. A written answer shall be given to the Union with ten (10) working days of the meeting.

Step Four – If the grievance is not settled at Step Three, the Union shall provide written notice to the District within ten (10) working days of receipt of the Step Three answer that the grievance has been referred to the LAES's Grievance Panel to determine whether or not the grievance will

be referred to arbitration. The Panel shall make its determination within sixty (60) calendar days of receipt of the Step Three answer. The District will be notified in writing within ten (10) working days of the Panel's decision.

If the grievance is to be processed to arbitration, the parties will use the American Association of Arbitrators to select the Arbitrator. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

This Section shall not be construed as prohibiting the Board and Union from mutually agreeing to expedite a grievance or expedited arbitration of a grievance.

## 25.06

### Powers of the Arbitrator

- a. It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to establish or alter salary schedules.
  3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
  4. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
  5. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the Arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
  6. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievance, the Union or the Board during the first three steps of the

grievance procedure.

- b. In the event that the case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- c. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be binding on the Union and the Board.
- d. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

25.07

#### General Grievance Information

- a. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- b. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, or record dealing with a grievance shall be filed separately from the personnel files of the participants.
- d. A Union grievance report form can be obtained from a Union representative.
- e. No decision in any one case shall require a retroactive wage adjustment in any other case.
- f. No grievance shall be filed for or by any employee after the effective date of resignation.
- g. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- h. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- i. In the event the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, when such order does not involve unsafe acts.
- j. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Union representative.
- k. Access shall be made available to records of all unprivileged

information used in the determination and processing of the grievance.

- I. If a grievance is filed by the Union, it may be processed initially as Step Three.

25.08 The Board shall grant the Union or Union's designee, a total of sixteen (16) hours per month, in addition to the time in A., above, without loss of compensation, as release time to perform the Union duties listed below:

- a. investigation, resolution and processing of grievances;
- b. investigation of working conditions;
- c. conferring with Board Representatives regarding the administration of this agreement; and
- d. conferring with the Union's attorney.

It is understood that this provision does not affect the practice of granting paid time off to Union Representatives to work on joint Union/Board Committees or to meet with Board Representatives when invited. The times referenced in this section shall not accumulate from month to month.

## **ARTICLE XXVI**

### **UNION SECURITY**

26.01 Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

## **ARTICLE XXVII**

### **UNION AND SECRETARY RESPONSIBILITIES**

27.01 All employees shall fully, faithfully, and properly perform the duties of their employment. All employees are responsible for acquiring and maintaining appropriate skills for their current assignments. If equipment or processes change, the District will provide the necessary training for the new equipment and processes. If the district is unable to provide necessary training for new equipment or processes, the district may send employee to training at the districts cost.

27.02 All Union materials intended for distribution or display on any property under the management of the Board shall be identified as Union material before display or distribution.

- 27.03 In cases of absence, the secretary shall notify the secretary's immediate supervisor as soon as the secretary is aware of the need for a substitute. If the secretary cannot reach his/her immediate supervisor, the secretary shall leave a message at a predetermined number to be provided to each secretary in advance. The Board shall arrange for a substitute secretary, as needed, as determined by the Board. When a LAES member is asked to substitute in a higher level position than their own, during their normal work hours, the LAES member will be paid at the hourly rate of their current pay step on the level corresponding to the position they are subbing in.
- 27.04 No secretary will engage in Union activities during employee working hours except as provided by this Agreement or by mutual agreement of the parties.

### **ARTICLE XXVIII**

#### **DISCIPLINE OF SECRETARIES**

- 28.01 No secretary shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein and shall begin at step three. It is understood that the Board's decision to discharge or discipline a probationary employee for other than Union activity is not subject to the grievance procedure. It is further understood that reduction in work week days or hours, or layoffs or reclassification is not within the meaning of discipline.
- 28.02 Disciplinary action shall be defined as the administration of any written reprimand, suspension or discharge.
- 28.03 A secretary shall be entitled to have present a representative of the Union for any disciplinary action.
- 28.04 Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the secretary's personnel file, and a copy thereof given to the secretary.
- 28.05 After a period of two years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the secretary in matter of promotion, transfer or job status.
- 28.06 Whenever feasible, the employer shall establish an improvement plan in lieu of discipline where the employee's work performance is at issue. The district will consistently monitor and implement the improvement plan.

### **ARTICLE XXIX**

#### **CONTINUITY OF OPERATIONS**

- 29.01 The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a secretary from the secretarial

position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the secretary's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.

29.02 In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.

29.03 The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

## **ARTICLE XXX**

### **UNION AND SECRETARY RIGHTS**

30.01 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretarial employee of the Board shall have the right freely to join and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power covered by the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

30.02 The Union and its members shall have the right to use school facilities for Union meetings during times when the building is serviced by the custodial staff upon approval of the Building Administrator. Reasonable use of existing bulletin boards may be made by the Union.

30.03 Duplication equipment shall be made available to the Union provided that:

- a. All such use shall be only when such equipment is not in use or needed for use, for educational or instructional purposes.
- b. Request is made and use is arranged for in advance.
- c. The use is strictly to service the official business of the Union, such as records, notices, correspondence, etc.
- d. The purpose is for internal business use of the Union and is not for public distribution.

30.04 Telephone facilities shall be made available to secretaries for their reasonable use.

- 30.05 The Board agrees to furnish to the Union, in response to reasonable requests, Board adopted information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive proposals on behalf of the secretaries.
- 30.06 Secretaries shall be entitled to full rights of citizenship.
- 30.07 Officers of the Union  
The Board shall grant an overall total of five (5) leave of absence days with pay for the purpose of performing duties of the Union. The President must give written notice for this request as early as possible. Every effort will be made to provide three (3) days' notice, to the chief administrator for Human Resources and/or designee and the immediate Supervisor of the affected secretary and no more than two (2) secretaries may be absent under this provision at one time.
- 30.08 Upon appointment with the Human Resources Office, secretaries shall have access to their personnel files to review any document prepared by the secretary, progress evaluation forms prepared by the supervisor, and other miscellaneous documents and information which are not received as privileged or confidential. Such records will be made available. Any reasonable request, inclusive but not limited to the current evaluation tool.
- 30.09 The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital or other legally protected status.
- The Union agrees to assist the Board informally to seek resolutions to problems associated with allegations of discriminatory treatment due to legally protected status. However, if a satisfactory resolution is not reached using internal procedures other than Arbitration, the affected employee(s) will be responsible to individually pursue such charges through procedures under Federal, State or local laws. This provision shall not be construed to create an obligation upon the Union to pursue such individual claims under the law.
- 30.10 All LAES employees may be allowed to give any oral medication. Employee will be covered under school protection with a witness and/or witnesses, supported by building administrator as enforced by medication distribution law. Secretaries will not be required to perform medical procedures required to be performed by a licensed medical professional with the exception of medical procedures authorized to be delegated by a licensed medical professional.

## **ARTICLE XXXI**

### **BOARD RIGHTS**

- 31.01 It is expressly agreed that the Board reserves all responsibilities, powers, rights

and authority vested by law and the Michigan Constitution except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:

- a. Manage and control its business, its equipment, and its operations.
- b. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
- c. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
- d. Determine the services, supplies, and equipment necessary to continue its operations.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees, including health conditions.
- g. Determine overall goals and objectives as well as the policies affecting the educational programs.

31.02 No provision of this Agreement shall be construed to limit the Board's exercise of those rights deemed to be management rights and prohibited subjects of bargaining under the Public Employment Relations Act.

## **ARTICLE XXXII**

### **NEGOTIATION PROCEDURES**

32.01 Within ninety (90) days prior to the expiration of this Agreement the parties will meet to discuss any proposed ground rules. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.

32.02 In any negotiations described in this Article, neither Party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority in the course of negotiations or bargaining, subject only to such ultimate ratification.

32.03 This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

**ARTICLE XXXIII  
MISCELLANEOUS PROVISIONS**

- 33.01 This Agreement shall supersede any rules, policies, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- 33.02 Existing personnel policies pertaining to employees in this bargaining unit shall be subject to change only after:
- a. the Union receives a copy of such changes fifteen (15) work days prior to their implementation; and
  - b. No such change shall violate the rights, benefits, and conditions of the employees covered by this Agreement
- 33.03 Copies of this Agreement shall be presented to all secretaries now employed or hereafter employed by the Board.
- 33.04 If any provision of this Agreement or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the parties agree to immediately negotiate for the purpose of discussing that portion of the Agreement deemed invalid.
- 33.05 If an error is made in the calculation of a secretary's salary which results in underpayment, the District shall be liable for the shortage. If an error should be made which results in overpayment to the secretary, the secretary shall be obligated to repay the District. Such liability on the secretary and the District shall be limited to each fiscal year. The District may allow the employee to return the funds as determined by a set payment plan. This agreed upon plan shall not cause undue financial hardship onto the employee. Should the employee terminate their employment prior to the fulfilment of their payment plan they must pay the remaining balance in full before receiving their final pay check. No deductions are to be made from the employee's longevity pay or vacation pay unless the employee agrees to it.
- 33.06 Bargaining unit members shall not be charged with school disciplinary responsibilities nor shall they be required to administer disciplinary punishment to pupils but shall have adult responsibilities in connection with student behavior.
- If a building administrator is not available to deal with a disciplinary issue with a student, the secretary may contact the designated person in charge and notify them that a student has been sent to the office for disciplinary reasons. Public Safety may be contacted for assistance with a disruptive student.
- 33.07 New computer programs initiated and implemented by Technology and/or the State of Michigan that become part of the bargaining unit employees' responsibility should be added to their respective job descriptions and the District shall provide appropriate training with regard to the implementation of the

program. It is understood that employees provided such training will be expected to use the skills they are taught, if requested to do so within a reasonable period after the training opportunity.

#### ARTICLE XXXIV

##### EVALUATION OF SECRETARIES

- 34.01 All secretaries shall be evaluated yearly. The employee will receive a copy of the completed performance review and will sign the form to indicate that they have seen it. Such signature does not mean the employee agrees with the contents of the evaluation.
- 34.02 The Lansing School District will provide the secretary evaluation form and may modify as long as all of the secretaries use the same tool in any given year.
- 34.03 A secretary may submit additional comments to any evaluation. Such statements shall be attached to the evaluation and placed in the employee's personnel file.
- 34.04 It shall be considered just cause for dismissal if a secretary receives two (2) consecutive unsatisfactory annual evaluations. The first unsatisfactory evaluation will include a mandatory improvement plan.
- 34.05 All secretaries shall be trained in the current evaluation tool.
- 34.06 All secretaries will be evaluated according to evaluation timelines, listed on the evaluation tool.

#### ARTICLE XXXV

##### DURATION OF AGREEMENT

With the exception of Article 24 (Union Security), all non-economic language in the collective bargaining agreement shall be effective July 1, 2023, and continue in effect until June 30, 2028. There will be an economic re-opener upon completion of year three of the agreement, on or around July 1, 2026.

FOR THE BOARD

By: Rachel Weiss

Date: 9/7/2023

FOR THE UNION

By: [Signature]  
LAES

Date: August 2, 2023

**APPENDIX A**

**Salary Schedule Seniority Begins July 1st**

**2023 - 2024, 2024 - 2025, 2025 - 2026, 2026 -2027, 2027 -2028**

2022-23			Level V	4.00%	3.00%	3.00%	2.00%	
Step	Level 3	Level 4	Years of Service	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	15.98	16.58	0	20.00	20.80	21.42	22.07	22.51
2	16.58	17.31	1	20.25	21.06	21.69	22.34	22.79
3	17.31	18.01	2	20.50	21.32	21.96	22.62	23.07
4	17.41	18.82	3	20.75	21.58	22.23	22.89	23.35
5	17.78	18.92	4	21.00	21.84	22.50	23.17	23.63
6	18.16	19.33	5	21.25	22.10	22.76	23.45	23.91
			6	21.50	22.36	23.03	23.72	24.20
			7	21.75	22.62	23.30	24.00	24.48
			8	22.00	22.88	23.57	24.27	24.76
			9	22.25	23.14	23.83	24.55	25.04
			10	22.85	23.76	24.48	25.21	25.72
			11	22.85	23.76	24.48	25.21	25.72
			12	22.85	23.76	24.48	25.21	25.72
			13	22.85	23.76	24.48	25.21	25.72
			14	22.85	23.76	24.48	25.21	25.72
			15	23.05	23.97	24.69	25.43	25.94
			16	23.05	23.97	24.69	25.43	25.94
			17	23.05	23.97	24.69	25.43	25.94
			18	23.05	23.97	24.69	25.43	25.94
			19	23.05	23.97	24.69	25.43	25.94
			20	23.25	24.18	24.91	25.65	26.17
			21	23.25	24.18	24.91	25.65	26.17
			22	23.25	24.18	24.91	25.65	26.17
			23	23.25	24.18	24.91	25.65	26.17
			24	23.25	24.18	24.91	25.65	26.17
			25+	23.45	24.39	25.12	25.87	26.39
5.00% 2023-24								
Step	Level 3	Level 4						
1	16.78	17.41						
2	17.41	18.18						
3	18.18	18.91						
4	18.28	19.76						
5	18.67	19.87						
6	19.07	20.30						
4.00% 2024-25								
Step	Level 3	Level 4						
1	17.45	18.11						
2	18.11	18.90						
3	18.90	19.67						
4	19.01	20.55						
5	19.42	20.66						
6	19.83	21.11						
3.00% 2025-26								
Step	Level 3	Level 4						
1	17.97	18.65						
2	18.65	19.47						
3	19.47	20.26						
4	19.58	21.17						
5	20.00	21.28						
6	20.43	21.74						
3.00% 2026-27								
Step	Level 3	Level 4						
1	18.51	19.21						
2	19.21	20.05						
3	20.05	20.86						
4	20.17	21.80						
5	20.60	21.92						
6	21.04	22.39						
2.00% 2027-28								
Step	Level 3	Level 4						
1	18.88	19.59						
2	19.59	20.45						
3	20.45	21.28						
4	20.57	22.24						
5	21.01	22.36						
6	21.46	22.84						

**APPENDIX B**

LANSING SCHOOL DISTRICT  
OCCUPATIONAL INDEX TO CLASSES

**Level Three-**  
Secretary

**Level Four-**  
Secretary  
Records Clerk  
Financial Transaction Clerks

**Level Five-**  
Building Secretary