

2009-2012

AGREEMENT

BETWEEN THE

LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT

AND THE

SECRETARIAL STAFF

RECOGNITION CLAUSE

The Board recognizes the Secretary Staff as the sole and exclusive collective bargaining representative for all fiscal year and school year secretaries employed by the Lewis Cass Intermediate School District, but excluding all supervisory staff, superintendent's secretary, together with all substitutes. The Board and/or Superintendent further agree that for the duration of this contract, it will not recognize nor bargain with any entity other than the Secretary negotiating committee with respect to compensation and working conditions of employees covered by this agreement.

WORK DAY/WORK WEEK/WORK YEAR

The normal work day for all secretarial staff shall be determined by the Board of Education or the Superintendent of Schools in their sole discretion from time to time. The Board of Education expressly reserves the right to assign all work schedules and to modify same as may be necessary to accommodate changing work loads or conditions experienced by the Intermediate School District, and to do so at any time that the Board may deem such action appropriate. The secretarial staff is eligible for a fifteen minute break for each four hours of uninterrupted assignment and an unpaid thirty minute lunch break with timing to be mutually agreed upon by the immediate supervisor and secretary.

The normal work week for all secretarial staff shall be Monday through Friday.

The normal work year for the secretarial staff shall be school year and fiscal year.

Classification of assignments shall be as follows:

Fiscal Year Employees – are defined as those who work all regularly scheduled workdays on a July 1 to June 30 calendar.

School Year Employees – are defined as those who work all days of the school year calendar plus any additional days at the discretion of the Superintendent or his designee.

If the School District receives a grant or grants that will provide funds to compensate a School Year Employee at his/her hourly rate, the employee may also be employed for working days during the summer months between academic years to be designated by the School District and compensated for such at his/her hourly rate.

EMPLOYEE ATTENDANCE

The secretarial staff will be responsible for reporting for duty on all scheduled workdays. When required, the secretarial staff shall report on 'act of God' days in accordance with the following procedures:

On the first two full day closings of the year due to weather related conditions, secretaries do not have to report for work unless directed to do so by their supervisor. If directed to work, they will be paid time & half for hours worked.

On the third and subsequent full day closings, secretaries will report to work at their scheduled time. If they are unable to report to work, as scheduled they will be required to take an annual/vacation day or be docked for that day.

When there is a two hour delay for weather related conditions, secretaries are to report to work two hours later than their regularly scheduled start time.

If the Administration determines for any reason not to require the secretarial staff to report for duty on 'act of God' days, the secretaries will be notified at the time of the school closing notice they are excused from reporting.

VACANCIES

A "vacancy" shall be defined as a permanent position made available by the addition of a position or by the permanent leaving of a secretarial staff member (unless the Board shall determine that the position will not be immediately filled). "Vacancies" shall not include 'positions' created by administrative changes in assignments between existing employees and shall not include positions temporarily vacant. When reassigning employees, seniority shall be considered.

When the Board determines that a "vacancy" in the secretarial staff exists, the Superintendent shall notify the secretarial staff of the vacancy. Notification shall be made by telephone when possible, certified mail or personal contact. During the school year vacancies shall also be posted by the Administration in each building where a secretary is employed. Employees, if interested in a posted vacant position, shall file with the Superintendent's office written notice of their desire to be considered for said vacancy within whatever time deadlines the Administration may establish in the posting.

SENIORITY

“Seniority” is determined by the date first employed in this bargaining unit. Accumulative seniority is defined as continual service to the district within the unit. An employee’s seniority shall terminate upon the occurrence of any of the following:

- Voluntary quit or failure to return from leave of absence
- Discharge
- Retirement
- Unauthorized absence for more than three (3) days
- Failure to report within five (5) working days or receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee’s last address of record
- Layoff exceeding two (2) years

The Administration shall annually prepare and post the seniority list by October 1 of each year.

REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

In the event of a reduction in staff involving the secretarial staff, the following procedures will be followed:

The employee in the secretarial staff position which is being eliminated will be given written notice of layoff which identifies the effective day of layoff and notifies the secretarial staff employee of their “bumping” rights pursuant to this Agreement. Reduction from Fiscal Year Employee to School Year Employee shall not constitute a layoff nor entitle an employee to exercise bumping rights.

If the secretarial staff employee who is subject of layoff desires to exercise their “bumping” rights, they shall give written notice to the Superintendent of Schools no later than three (3) calendar days from the date the written notice of layoff was received.

A secretarial staff employee who is subject to layoff and who exercises their “bumping” rights shall have the right to “bump” the least senior employee in the bargaining unit, if qualified as determined by the Board of Education

Any employee exercising bumping rights shall not suffer a loss or incur a gain in hourly wages or benefits as a result of the bumping except as related to vacation and annual leave accumulation.

Secretarial staff employees shall be recalled to work following layoffs in the inverse order in which they were laid off. When recalled to work following a layoff, the employee refused or fails to return to work or fails to notify the Board of intent to return within five (5) regularly scheduled working days after a written notice by certified mail of such recall is sent to the employee’s last address on record will be removed from the recall list.

VACATION

The Fiscal Year secretarial staff will earn and accrue paid vacation days for each month worked as per the following schedule:

Year of Employment:

- 1st-4th year = 2 weeks (1 vacation day earned for every 20 days worked up to a maximum of 10 days)
- 5th-9th year = 3 weeks (1 vacation day earned for every 16 days worked up to a maximum of 15 days)
- 10th or more years = 4 weeks (1 vacation day earned for every 12 days worked up to a maximum of 20 days)

No days of vacation shall be accrued in any month in which the employee does not actively work or is on paid leave for at least eighty percent (80%) of the scheduled work days in that month.

Vacation days shall be scheduled by mutual agreement between the immediate supervisor and the secretarial staff, subject to approval of the Administration.

Vacation days can be accrued up to a maximum of 30 days from year to year without penalty.

In case of layoff or resignation with two (2) weeks notice, the employee will be paid for all unused vacation accrued to date. In the event any employee leaves the employment of the ISD for any reason and has prior to the time of separation, used more vacation days than they have accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of vacation. Should a paid holiday occur within an employee's vacation period, the employee will receive the paid holiday benefit and that day will not count as vacation. In the event of illness or injury requiring hospitalization while on vacation, the employee will be placed on sick leave and the remaining vacation rescheduled at a later date.

If a member of the secretarial staff moves from a school year position to a year round position, the member will receive vacation days based upon years served, not based upon the beginning date of the new position.

HOLIDAYS

The fiscal year secretarial staff shall have the following holidays off with pay, if the holiday falls within the secretarial staff's work year:

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Day before Christmas
Memorial Day	Thanksgiving Day	Christmas Day

All or a portion of the Friday before Labor Day on a year-to-year basis depending on the school calendar.

ANNUAL LEAVE

At the beginning of each year, fiscal year employees shall be credited with fourteen (14) days of annual leave (earned on an accrual basis) and school year employees shall be credited with twelve (12) days of annual leave (earned on an accrual basis). The unused portion of which shall accumulate from year to year to a maximum of 180 days. A new employee shall be ineligible for annual leave benefits until they have first reported for work. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

Personal Illness or Disability. An employee may use all or any portion of their annual leave for scheduled workdays on which they are physically incapable of performing their normal job duties due to their personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

Family Illness. An employee may use all or any portion of their annual leave for absence due to illness in their immediate family, to include children, spouse or partner, parents or legal dependents.

Certification of Illness. The Administration may require that any employee applying for use of "illness and disability leave" for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be presumed to be mandatory for all absences of more than five consecutive workdays unless waived by the Board. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article, or to verify an employee's ability to safely and satisfactorily perform their assigned duties. PROVIDED, however, that such examinations may be required only where the Board has a reasonable and sufficient basis for determining such examination to be necessary; that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against their annual leave; and PROVIDED FURTHER, that any such examination shall be at the expense of the Board.

Notification of Illness. An employee who knows they will be absent due to illness or disability shall make every attempt to notify their immediate supervisor of the fact at least an hour and a half prior to the commencement of the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.

Miscellaneous Leave.

Three of the annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent as soon as possible but no later than five (5) days prior to the day on which such leave commences, except in cases of emergency or extenuating circumstances. Miscellaneous leave requests are not approved unless written or verbal approval is received by the employee prior to the requested leave date. In an emergency or extenuating circumstance verbal approval may be granted but must be followed up with written documentation.

It is understood that miscellaneous leave may not be requested for more than two (2) consecutive days and cannot be used before or after a holiday; the first/last day of the school year; to extend school breaks; for vacation; or for profit.

Payment of Accumulated Annual Leave Days. Upon separation, after ten (10) years of employment at Lewis Cass ISD and forty-five (45) days notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to 180 days at 75% of the employee's daily pay. The payment will be made in such a manner as determined by the District.

Funeral Leave

An employee may take paid funeral leave exclusive of accumulated sick leave for assisting with arrangements and attending funerals as detailed below:

An employee may take up to a maximum of five (5) days paid funeral leave per occurrence in connection with a death in the immediate family. For purposes of this section, immediate family is defined as spouse or partner, child, parent, siblings, grandparent or legal dependent. Paid funeral leave for step and in-law relations from the list above will be granted three (3) days.

One day of funeral leave per incident shall be granted to attend the funeral of a person in the family (i.e. aunt, uncle, cousin) or who in the past and over many years has had an immediate family-like relationship with the employee.

Funeral leave for others not listed in this section shall be granted under Annual Leave. If paid leave days are not available, an employee may choose, with administrative approval, to take days without pay for such funeral leave.

FLEX TIME

Flex time may be available by mutual agreement between the secretary and their immediate supervisor. Personal documentation is required. Flex time is to be used within the fiscal year in which it is earned.

UNPAID LEAVE

Requests for unpaid leave must be made in writing at least thirty (30) calendar days prior to the requested date to begin such leave unless waived by the Board. Requests for leaves of absence shall include the reasons for the leave along with notification of the beginning and ending dates of such leave.

Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately upon expiration of their leave. This written notification must be received by the Superintendent not less than forty-five (45) calendar days prior to the expiration date of the leave. Failure by any employee to timely submit such notification may be deemed a resignation, absent written authority by the Superintendent to the contrary.

A leave of absence may be extended upon employee request for up to one (1) year at the sole discretion of the Board of Education.

During an unpaid leave, no fringe benefits shall be paid by the employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits while the employee is on unpaid leave status.

Seniority shall not accumulate during an unpaid leave of absence. Unpaid leave granted under this provision shall be granted for a specific designated period to be determined in the sole discretion of the Board and/or the Superintendent of Schools. Consideration to the impact of the employee's absence on ISD programs will be given in determining the appropriate duration of any particular leave.

The Board may fill the position of an employee who is on a leave of absence with a "temporary substitute". The "temporary substitute" shall not be a member of the secretarial staff agreement.

Leaves granted shall not be used to pursue other employment, and acceptance of other employment by the employee during the term of the leave shall be grounds for disciplinary sanctions up to and including discharge of employment.

Employees returning from a leave of absence during the same school year or returning from the year of leave shall be reinstated in the same or similar position held when the leave began. An employee returning from an extension of leave shall be placed in the first vacancy in the same classification from which the employee went on leave.

COMPENSATION

A. Probation

New employees in this unit will be paid at the rate listed below for their first 90 work days. After 90 days of successful employment, as determined by the immediate supervisor, employees will be paid according to the Non-Probationary schedule detailed below.

<u>Probationary:</u>		<u>Non-Probationary:</u>	
2009-2010	\$10.13 per hour	2009-2010	\$11.04
2010-2011	\$10.23 per hour*	2010-2011	\$11.15*
2011-2012	\$10.33 per hour*	2011-2012	\$11.26*

B. Existing Employees

The following wage increases are as follows:

2009-2010	1%
2010-2011	1%*
2011-2012	1%*

*Except as outlined in the insurance agreement for the 2010-2011 & 2011-2012 contract years.

C. Longevity

After year 3, 7, 11 and every 4 years thereafter, an employee will receive a 1% bonus on wages for the year (3, 7, 11, etc.) payable in the first payment in December following the employee's anniversary date into a 403b plan or directly to the employee upon written request.

INSURANCE BENEFITS

As of August 2009, the Board will pay the monthly insurance premium for MESSA Choices II insurance. Those members not electing Pak A will receive Pak B benefits in addition to cash amount of \$3600 per year (prorated on a month basis) received in lieu of health insurance.

As of August 2010, the Board will pay the monthly insurance premium including up to a 5% increase in the premium over 2009-2010.

As of August 2011, the Board will pay the monthly insurance premium including up to a 5% increase in the premium over 2010-2011.

If the premium increase is greater than 5%, then any increase between 5% and 8% will reduce the wage increase outlined in the salary schedule. The wage increase will be as follows:

- If the insurance increase is 0 - 5.09% the wage increase will be 1.00%;
- If the insurance increase is 5.10 – 6.09% the wage increase will be .75%;
- If the insurance increase if 6.10 - 7.09% the wage increase will be .50%;
- If the insurance increase is 7.10 - 8.00% the wage increase will be .25%;
- If the insurance increase is greater than 8%, there will be no wage increase.

If the insurance premium increase is greater than 8%, the parties will split equally the premium increase above 8% by use of a Section 125 payroll reduction plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of July 1, 2009, and to expire on June 30, 2012.

LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION

LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT
SECRETARIAL STAFF REPS.

President

Member

Superintendent

Member