

3110

6/30/97

A G R E E M E N T

BETWEEN

LAKE FENTON SCHOOL DISTRICT
BOARD OF EDUCATION

AND

LAKE FENTON
SECRETARIAL ASSOCIATION

1994-95

1995-96

1996-97

Lake Fenton Community Schools

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ARTICLE I - AGREEMENT

The purpose of this Agreement is to set forth wages, hours and working conditions and to promote orderly and peaceful employee relations for the mutual interest of the employees and the Board of Education.

ARTICLE II - RECOGNITION

- A. The Board of Education recognizes the Lake Fenton School Secretarial Association as the exclusive bargaining representative of the regular full-time employees who hold operational assignments in the areas of secretarial, clerical and paraprofessional services, excluding Central Office Personnel and all other school employees.
1. The term "full-time employee" to mean one who works at least forty (40) weeks per year and at least six (6) hours per day or thirty (30) hours per week.
 2. Part-time employees and substitutes are not entitled to fringe benefits, and they are not covered by this Agreement except for pay rate purposes.
 3. Any decisions that are made concerning contract interpretation between the Administration and the L.F.S.S.A. shall be in writing, a copy of which shall be forwarded to the Executive Committee Representative in accordance with the bylaws of the L.F.S.S.A.
 4. When any clerical, paraprofessional or secretarial position is filled by the Lake Fenton Administration on a permanent basis, the L.F.S.S.A. Executive Committee Representative will be notified in writing within three (3) working days.

- B. The Board and the Association agree that all information received by members of the Association during the working day is confidential material.
- C. The Board, Superintendent, Principals or other Administrative Executive Personnel shall provide that the employee receive the necessary information in regard to policies, rules, regulations and duties that are pertinent to the job and should be provided with the necessary equipment to do the job.
- D. Definition of job classifications:

PARAPROFESSIONAL:

Paraprofessional is a person who works with small groups of children or on a one to one basis in a classroom under the direction of a Teacher. He/she may be assigned to other areas of work if training, experience, qualifications, etc., meet the needs of the task. He/she must have additional training and/or several years experience working in the area assigned.

CLERK:

A Clerk is a person who works under supervision (some times with groups of children) doing a job that requires some office duties such as filing, typing, etc., e.g. Office Clerk, or Library Clerk (duties described in original performance responsibilities).

SECRETARY:

A Secretary is a person who works for a supervisor with duties such as computer work; typing correspondence, reports, and memos; bookkeeping, etc.

ARTICLE III - WORKING HOURS

The normal work day for all employees covered by this Agreement shall be eight (8) hours per day, Monday through Friday, during the school year. During the summer recess it shall be six (6) hours per day, Monday through Friday. Summer hours begin after the last teacher work day of the current school year and ends the day before the first teacher work day of the new school year.

1. Certain positions may call for a seven (7) hour day or six (6) hour day.
2. SNOW DAYS-- 52 week employees will have to: work on snow days; make the days up at some agreeable time; suffer per diem loss on snow days; use a vacation day.
40 and 46 week employees must work (at no additional pay) on the official make up day(s) or suffer a per diem loss of pay. Snow days will coincide with the teachers' contract. However, if an administrator requests an employee to work, the employee will be allowed time off with pay at a future date agreeable to both the employee and administrator.
3. Each employee shall be entitled to a thirty (30) minute duty free lunch period and a fifteen (15) minute break during each half day.
4. Number of weeks worked will be determined by Administration.

HIGH SCHOOL COUNSELING OFFICE SECRETARY

This position will be made a 52-week position so that the office is covered during the summer.

ARTICLE IV - COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. Overtime worked at the request of the immediate supervisor beyond the normal working day shall be paid at the rate of time and one-half of the regular rate or the employee will be given time off with pay in the amount of one and one-half times the hours actually worked.
- C. Substitutes shall be paid at the first step of the Secretary's hourly pay scale. If the substitute is replacing a Clerk or Paraprofessional, the substitute shall be paid at the first step of the Clerk/Paraprofessional hourly pay scale.
- D. The following days shall be classified as paid holidays:
- | | |
|----------------|---------------------------|
| Christmas Eve | Memorial Day |
| Christmas Day | Fourth of July |
| New Year's Eve | Labor Day |
| New Years' Day | Thanksgiving Day |
| Good Friday | Friday After Thanksgiving |
- E. If a paid holiday falls during a vacation period, it will not count as a vacation day, and one (1) day may be added to the employee's vacation time.
- F. Secretaries, Clerks and Paraprofessionals will be paid on an hourly basis for the actual days worked from the first work week through the last week of their work year on a bi-weekly basis.
- G. An employee engaged during the working day in negotiations on behalf of the L.F.S.S.A. with any representative of the Board or

participating in any grievance negotiations, shall be released from regular duties without loss of salary.

- H. Each employee, at the discretion of the Board of Education, is eligible to attend conferences, workshops, etc., pertaining to his/her job and be reimbursed his/her mileage, meals, registration and housing.
- I. Funeral Leaves -- An employee may use one (1) day from their sick days for the death of a relative outside of their immediate family. An employee may use up to five (5) days from their sick days for each death in their immediate family. Immediate family includes: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, and stepchildren.
- J. Mileage -- All employees covered by this Agreement will receive compensation for mileage at the same rate as administrators or Central Office secretaries, whichever is higher.
- K. WINTER BREAK DAYS-- Will not be "work" days unless school is held to make up a snow day which will then mean all L.F.S.S.A. employees shall work their regular shift. Note: If the current law regarding Snow Days is amended or revoked, automatically this clause reverts to the language in the contract covering Snow Days. (Article III - 1B)

ARTICLE V - VACATIONS

- A. Eligible employees have the right to choose the time of their vacations with the approval of their supervisor. Vacation time will not be accumulated. It must be taken or lost.

1. Full-time twelve (12) month employees (unless otherwise specified) are eligible for the following paid vacation schedule: An employee with six (6) months but less than one (1) year by July 1 shall receive two (2) days vacation. After the first year an employee is eligible for one (1) week vacation. After two (2) years of employment an employee is eligible for two (2) weeks vacation. After (5) years of employment an employee is eligible for three (3) weeks vacation. After fifteen (15) years of employment, four (4) weeks of vacation will be awarded.
2. Employees working 40 or 46 weeks shall receive paid vacation as follows:
 - One (1) week for employees after one (1) year in the unit.
 - Two (2) weeks for employees after five (5) years experience in the unit.Any employee hired after the official starting date of a school year will accrue vacation days on a pro-rated basis, earning one (1) day for every two months worked.

Christmas Vacation, Easter Vacation or days following the normal work year will be used for vacation days.
3. Vacations for employees will be paid on the basis of the hours per week the employee worked during the year the vacation was earned.
4. Requests for vacation days during the school year will be considered.

5. Vacation eligibility is based upon the school's fiscal year, which runs from July 1 to June 30th. Unused vacation days will not be accruable from year to year.
6. If a year round employee's weeks are reduced to 40 or 46 weeks, the schedule for less than year round employee will prevail.

ARTICLE VI - VACANCIES AND NEW POSITIONS

- A. In the event of a vacancy or a new position in the clerical, paraprofessional or secretarial area, the Superintendent's Office will post the position for five (5) days. Also, the L.F.S.S.A. Chairperson will be notified in writing of the vacancy or new clerical position. Any employee covered by this Agreement may apply in writing for the position and have a personal interview upon request. Consideration will be given to each applicant. If, in the judgment of the Administration, a qualified candidate is not available in the system, the Administration reserves the right to hire from outside the system.
- B. Upon consultation with the Association, a new employee may be considered for and placed on 2nd step (Clerical-Paraprofessional) or 3rd step (Secretarial) if his/her qualifications and experience warrant such consideration. New employees will be on a probationary status for a period of sixty (60) working days and will not be eligible for fringe benefits during this time.
- C. Anyone hired for any position outside the Lake Fenton School Secretarial Association bargaining unit will not be hired using any of the rates or steps as currently established.

- D. The probationary employee shall be notified in writing by the Administration at the end of the probationary period. The evaluation of work and status as an employee shall be made at that time.
- E. After a permanent employee has been hired, the L.F.S.S.A. Chairperson will be notified in writing the name of the employee, the classification, and what salary step the employee is to be paid.
- F. If an existing position is to be reclassified, the L.F.S.S.A. Chairperson will be notified in writing. This reclassified position then will be treated as a new position. In the event of upgrading a position, all positions of the same classification and similar responsibilities will be reviewed for possible reclassification.

ARTICLE VII - DISMISSAL AND TERMINATION PROCEDURE

- A. In the event an employee is dismissed for cause, the Administration shall notify the individual in writing as to the reason.
- B. An employee leaving the employment of the school system shall give a minimum of two (2) weeks notice of leaving, or else forfeit any benefits due.
- C. Payment of sick days-- After ten (10) years of service in the unit, accumulated sick days, up to sixty (60) days, shall be paid \$10 per day upon terminating Lake Fenton Community Schools employment.

ARTICLE VIII - LEAVES OF ABSENCE

- A. Employees covered by this contract shall be granted one (1) day sick leave per month of work. Month's work equals any month in

which an employee is scheduled to work and/or draws pay for ten (10) days or more. Unused sick leave shall accrue to 105 days.

B. PERSONAL DAYS

The maximum of two (2) days sick leave may be used for personal business. Personal days must be to transact business which cannot normally be handled outside school hours, such as medical and dental appointments. Application for personal leave must be made in writing stating the reason such absence, and request is subject to approval of the Administration. The request must be made three (3) days in advance of the requested, except in the case of an emergency.

C. CHILD CARE LEAVE

The Board may grant a leave of absence for child care without pay or fringe benefits. Such leave must be requested in writing at least ninety (90) days in advance of the date on which the leave is expected to begin. Such leave may be for up to one (1) year. The leave may be extended at the discretion of the Board.

D. ILLNESS LEAVE

An employee may apply for a leave of absence if illness extends beyond the period compensated through sick leave and such leave may not exceed one (1) year. A leave of absence shall not be granted without a signed recommendation from a physician.

E. SPECIAL LEAVE OF ABSENCE (30 to 90 DAYS)

Sometimes, very extenuating circumstances prevail regarding employees which necessitate a short leave of absence of less than one (1) month, nor longer than three (3) months. The Board may grant such a leave after evaluating the petition. Should such a

leave be granted, the employee retains only his/her seniority. All wages and benefits are excluded during this period of time, however, the employee may continue in his/her benefit coverage plans at his/her own expense subject to the terms of the carrier. Reinstatement to his/her former position will be granted on return from such a leave.

ARTICLE IX - REDUCTION AND RECALL OF PERSONNEL

- A. Seniority shall be computed on the basis of the employees hiring date into the bargaining unit or on the date of assuming a higher classification whichever is appropriate as outlined below.
1. In any necessary reduction of the employees in this bargaining unit, which includes secretaries, clerks, library clerks and Paraprofessionals, employees with greater seniority within a classification shall be given priority over employees with less seniority in the same classification, or in any other classification in the bargaining unit which the employee had previously accumulated seniority. However, employees shall not displace other employees in higher classifications regardless of seniority.
 2. Employees to be laid off for an indefinite period of time shall receive two (2) weeks notice of layoff, in writing by the Board, whenever possible. The Association committee shall receive a list from the Board containing the names of employees to be laid off on the same date that the employee are notified.
 3. In the event recall of personnel occurs:

- a. Employees in a lower classification or on layoff because of a reduction in personnel will be offered recall to their former classification first.
 - b. Employees who are laid off will then be offered recall to their former classification.
4. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. Every employee shall be required to notify the Board of his/her intent to return to work within the two (2) working days after receipt of the recall notice. If the employee fails to report for work within ten (10) working days from the date of the notice of recall, he/she shall be considered terminated. Under extenuating circumstances, exceptions shall be made by mutual agreement, such as a phone call etc., to expedite acceptance of recall.
 5. If a position is reduced to less than 30 hours causing ineligibility for benefits, said employee may follow same procedures as for layoff as outlined above, regarding displacement of another employee with less seniority in that classification.

ARTICLE X - INSURANCE

- A. The Board shall provide a short term disability program. The Board's cost of such program shall not exceed \$15.40 per month per qualifying employee. Any program selected after July 1, 1983 not covered by the above cost (\$15.40) will be covered by payroll deduction.

- B. The Board shall provide (retro to 7-1-91) the cost of a single subscriber toward Full Family Blue Cross/Blue Shield coverage, or comparable health insurance. This benefit is year round and covers only seniority employees who are considered to be full-time employees. Any employee not taking the single subscription paid rate shall have \$70.00 per month applied to a tax sheltered annuity approved by the Board for the contract.
- C. The Board shall provide group term life insurance protection in the amount of Ten Thousand (\$10,000) Dollars that will be paid to the employee's designated beneficiary (AD & D included).
- D. The Board shall provide without cost to the employee the MESSA/Delta Dental Plan Auto + with Orthodontic Rider 0-8, including internal and external coordination of benefits (CCB) or comparable for all employees of the bargaining unit and their eligible dependents.
- Any employee not taking Delta Dental coverage may have that amount applied monthly to a tax sheltered annuity approved by the Board. If a self insured program is implemented, the parties shall meet and determine mutually the amount of the annuity.
- E. Effective 7-1-90, the Board will contribute a maximum of \$60.00 per year per employee toward a mutually agreed upon vision care program.
- F. The Board will make no payments of premiums for any insurance for any employee while such employee is on a leave of absence of any kind beyond their accumulated sick days. All insurance premiums cease the month during which the employee ceases to be an employee.

- G. The membership agrees to change the health coverage to a plan "comparable" to the Blue Cross/Blue Shield coverage now received

ARTICLE XI - GRIEVANCE PROCEDURE

A. DEFINITION:

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation misinterpretation or inequitable application of specific provision of this Agreement to the employee.
2. As used in this Article the term "employee" may mean a group of employees having the same grievance.

B. PROCEDURE:

1. An employee having a specific grievance may present it orally to his/her supervisor.
2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor within fifteen (15) working days of the act or condition that caused the alleged grievance. The employee shall specify the provision of the contract that is violated and the remedy requested.
3. The immediate supervisor will answer such grievance within five (5) working days from the date which it was filed in writing, unless extended by mutual agreement.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final. If appealed the grievance shall be presented in writing to the Superinten-

dent or his designated representative by the L.F.S.S.A. representative.

5. The Superintendent shall answer the grievance in writing within five (5) working days from the date of receipt of the appeal, unless extended by mutual agreement.
6. Unless appealed to the next step within five (5) working days, such answer shall be final.
7. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) working days, and the Board or its designated representative shall meet with the grievant and/or representative of the L.F.S.S.A. in an effort to resolve the grievance.
8. The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of conference and this answer shall be final.

ARTICLE XII - MISCELLANEOUS PROVISIONS

A. NO STRIKE

The L.F.S.S.A. and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The L.F.S.S.A. and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The L.F.S.S.A. therefore agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruption of activities in the school

system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

B. WAIVER CLAUSE

This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties and the same has been ratified by the Board and the L.F.S.S.A.

C. PAST PRACTICES

This agreement shall supersede any rules, regulations or past practices of the Board which shall be contrary to or inconsistent with the terms, and these past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

D. SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

E. COPIES

Copies of this Agreement shall be prepared at the expense of the Board and provided to all employees covered by this Agreement now employed or hereafter employed by the board.

SALARY SCHEDULE - SCHEDULE A

(Per Hour Rates)

SECRETARIAL

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Step I	\$9.11	\$9.38	\$9.67
Step II	9.32	9.60	9.89
Step III	9.56	9.85	10.14
Step IV	9.81	10.11	10.41
Step V	10.04	10.34	10.65

CLERICAL/PARAPROFESSIONAL:

Step I	\$7.85	\$8.09	\$8.33
Step II	8.17	8.42	8.67
Step III	8.41	8.66	8.92

- NOTES:
1. The full time Library Clerk in the high school will be paid an extra \$10.00 a day when the high school librarian is absent or gone for the day.
 2. Employees shall receive retro pay for all hours worked since 7-01-94. Said check shall have current state and federal deductions required by law.
 3. Ratification of the above by the Association and the Board will result in settlement of all issues brought forth by both parties and in a new contract for 3 years, 7-01-94 through 6-30-97.

DRAFT

SECRETARY/CLERK/PARAPROFESSIONAL SENIORITY LIST
SECRETARY SENIORITY LIST as of June 30, 1994

1994-95

NAME	HIRE DATE	DATE FULL TIME EMP.	SENIORITY DATE	YEARS SERVICE	POSITION LOCATION
Nettie Holtslander	9-03-66	9-03-66	9-03-66	28	Secretary High School
Rita Higgins	9-21-73	9-21-73	9-21-73	20 9/12	Library Clerk West Shore
Karen Townsend*	11-19-74	12-09-75	12-09-75	18 7/12	Secretary High School
Dee Grossmann	8-14-78	8-14-78	8-14-78	15 11/12	Secretary West Shore
Shirley Buszka	2-28-76	9-01-82	9-01-82	11 10/12	Office Clerk Torrey Hill
Gail Knuth	10-09-78	9-17-82	9-17-82	11 9/12	Office Clerk West Shore
Carol Freed	6-20-86	8-08-86	8-08-86	7 11/12	Secretary Torrey Hill
Barbara Knutson	2-11-85	8-19-86	8-19-86	7 10/12	Secretary High School
Nancy Harris	9-01-82	8-26-86	8-26-86	7 10/12	Library Clerk High School
Jean Grubbs*	01-10-69	2-18-85	2-18-85	6 4/12	Chpt I. Para-Prof Torrey Hill
Melitta Krusina	9-07-76	11-07-88	11-07-88	5 7/12	Library Clerk Torrey Hill
Elona Gallagher	9-14-81	2-21-89	2-21-89	5 4/12	Comp. Lab Para-Prof West Shore
Judy Harris	10-12-88	4-10-89	4-10-89	5 3/12	Secretary High School
Kathy Latham	2-05-90	2-05-90	2-05-90	4 5/12	Para-Prof West Shore
Terri Winter	10-12-90	10-12-90	10-12-90	3 9/12	Secretary Special Ed.

Joan Kinghorn	9-11-90	8-28-91	8-28-91	2 10/12	Para-Prof Torrey Hill
Joanne Dixon	12-01-88	8-24-92	8-24-92	1 10/12	Para-Prof High School
Lauren Hunter	3-19-90	9-21-92	9-21-92	1 9/12	Chpt. I Torrey Hill
Darlene Payne	4-03-90	9-21-92	9-21-92	1 9/12	Chpt. I West Shore
Kimberly Cole	1-16-93	8-30-93	8-30-93	10/12	Para-Prof West Shore
Perry Wiles	8-23-93	8-30-93	8-30-93	10/12	Para-Prof High School
Mary Ruddy	2-21-92	9-21-93	9-21-93	9/12	Chpt. I West Shore
Karen Townsend	Seniority frozen as clerk from 12-09-75 to 8-28-79				
*Jean Grubbs	Seniority frozen as paraprofessional as of 10-1-90				

An employee working a school year, September - June, will receive a full year's seniority. Seniority will accrue during paid or unpaid vacation.

ARTICLE XIII - DURATION - SIGNATURE PAGE

This agreement shall be in effect from
7-1-94 through 11:59 p.m. on 6-30-97

FOR THE LAKE FENTON SCHOOLS
SECRETARIAL ASSOCIATION:

FOR THE LAKE FENTON
BOARD OF EDUCATION:

Jessie A. Winter
L.F.S.S.A. Chairperson

Robert King
President

Joanne M. Dison
L.F.S.S.A. Team Member

John Hays
Vice President

Alberta B. Martin
Secretary

Joseph Bailey
Treasurer

July 18, 1994
Date

JULY 18, 1994
Date

SCHOOL CALENDAR - 1994-95

August 24 Wed	New Teacher Orientation
August 25 Thurs	Teacher Orientation
August 29 Mon	Half day - K-12, Teacher Inservice in P.M. AM Kdg
September 2-5 Fri/Mon	NO SCHOOL K-12 - Labor Day
September 6 Tues	School Resumes
TO BE ANNOUNCED	West Shore/Torrey Hill Elementary Open House
September 28	High School Conferences 8-12
October 11 Tues	A.M. Testing, Grades 8-12, P.M. Teacher Inservice Full Day K-7
October 13 Thurs	A.M. Testing, Grades 8-12, P.M. Teacher Inservice Full Day K-7
October 28 Fri	1st Marking Period Ends - Full Day classes K-12 (4)
November 2, 3, 4	West Shore/Torrey Hill School Conferences A.M. classes K-7 P.M. Kdg on 2nd/4th, A.M. Kdg on 3rd
November 23 Wed	A.M. Classes K-12 -- Compensatory Time (1) (2) A.M. Kdg
November 24-25 Th/Fri	NO SCHOOL K-12 - Thanksgiving Recess
December 21 Wed	Last Day Before Winter Recess
January 3 Tues	School Resumes
January 13 Fri	First Semester Ends (5)
January 16 Mon	NO SCHOOL K-12 - Teachers Record Day
January 17 Tues	Second Semester Begins
February 15 Wed	High School Conferences (2) (3)
February 17/20 Fri/Mon	NO SCHOOL K-12 - Mid-Winter Break
March 24 Fri	Third Marking Period Ends Full Day K-12 (4)
March 30-31 Thurs/Fri	Elementary Conferences A.M. Classes K-7 P.M. Kdg on 30th, P.M. Kdg on 31st
April 13 Thurs	A.M. Classes 8-12 (Compensatory Time) (2) K-7 Full Day
April 14 Fri	NO SCHOOL K-12 - Spring Recess
April 24 Mon	School Resumes
May 29 Mon	NO SCHOOL K-12 - Memorial Day
June 7 Wed	Last Day of Classes - A.M. Classes K-12
June 8 Thurs	Teacher Record Day