

6/30/2000

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EMPLOYMENT CONTRACT

BETWEEN

**THE BOARD OF EDUCATION OF THE
FOWLerville COMMUNITY SCHOOLS**

AND

**THE MICHIGAN EDUCATION MEA/NEA
SUPPORT PERSONNEL ASSOCIATION**

1999-2000

Fowlerville Community Schools

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THE UNIVERSITY OF CHICAGO

MEMORANDUM

TO: THE BOARD OF TRUSTEES
FROM: THE PRESIDENT

RE: [Illegible text]

DATE: [Illegible]

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SALARY SCHEDULE37

This contract entered into this first day of July, 1999, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Michigan Education MEA/NEA Support Personnel Association, hereinafter referred to as the "Union."

It is mutually agreed as follows:

ARTICLE I

RECOGNITION, DUES, FEES AND PAYROLL DEDUCTION

A. The Board recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all office clerical employees and teacher or classroom assistants, and media assistants employed by the Fowlerville Community Schools; excluding the superintendent's secretary which is a confidential position, substitutes, and all other employees not included above.

B. The term of this contract shall be one (1) year and shall expire on the 30th day of June, 2000.

C. The terms and conditions of this agreement are to be effective upon ratification by both parties except wages which shall be retroactive to July 1, 1998.

D. Current non-union members who chose to remain non-union shall not be required to pay a representation fee. That member is Norma Moore.

E. Association Members. In accordance with the terms of this article, each bargaining unit member within thirty (30) work days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

F. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.

G. Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages, and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of

non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

H. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.

I. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

J. The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, nor malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the cost of defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action and the employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association shall have the right to

compromise or settle any claim made against the Board under this section.

K. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any employee who shall not perform services for any entire month of the School year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in the Agreement.

L. Upon appropriate authorization from the bargaining unit member, the Board shall remit within fifteen (15) working days all monies to the appropriate business for annuities, credit union, or other programs approved between the employer and the Association.

ARTICLE II

BOARD OF EDUCATION POLICIES

A. The written policies of the Board which apply to wages, hours or working conditions shall be a part of this contract and except as they may be superceded by express provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this agreement.

B. Rights Reserved by the Board:

It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including by way of illustration and not limitation the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand

- or reduce the work force;
5. Establish, continue or revise policies and adopt work rules and regulations;
 6. Dismiss, demote and discipline employees;
 7. Establish, modify or change any work, business or school hours or days;
 8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods;
 9. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this agreement providing the same are legal.

The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this agreement shall not be implication, exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this agreement.

ARTICLE III

WORKWEEK/OVERTIME

A. Workweek: For the purpose of this contract, the work week shall consist of five (5) consecutive days, Monday through Friday. The full-time secretary shall work an eight (8) hour day. The full-time assistant shall work a four (4) hour day. Notification of any change in the employee's regularly scheduled work week shall be given to the employee by his/her immediate supervisor by Thursday of the week prior to any such change.

B. Overtime: Employees in the bargaining unit who are required to work in excess of eight (8) hours in a day or forty

(40) hours in any week shall be compensated for those additional hours at one and one-half (1 1/2) times the employees regular rate of pay. All hours that an employee is required to work on a Sunday will be paid at double the employees regular rate of pay and triple the regular rate of pay if an employee is required to work on a district holiday.

C. Ten Hour Days: Notwithstanding the provisions of subsection B of this article, should the district adopt a ten (10) hour, four day work week for any employees in the bargaining unit, those employees shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all authorized hours worked in excess of ten (10) hours in any one (1) day.

D. Extended Work Year: The district reserves the right to require more days of work per year than the minimum specified under the heading "Work Year" on Salary Schedule A. The normal work schedule may be extended by the immediate supervisor. Employees shall be given five (5) days notice of any change in their work schedule. The following individuals shall not be employed for less days per year including vacation and holidays while employed in the same position as specified; Sandy Shooter-255 days. The district reserves the right to employ less than full time employees. By mutual agreement between and employee and the district, an employee may work less than the minimum number of days specified as "Work Year" on Salary Schedule A.

E. Breaks: Employees working six (6) or more hours a day shall be entitled to one (1) ten (10) minute relief period in the first half of the work day and one (1) ten (10) minute relief period in the second half of the day. Employees working less than six (6) hours per day shall be entitled to one (1) ten (10) minute relief period per day. Employees required to perform playground duty shall be given reasonable time for necessary change of clothing exclusive of relief time. Assistants will be designated an appropriate place to secure personal belonging during the work day. All employees working six (6) hours or more a day shall be provided an unpaid duty-free thirty (30) minute lunch period.

F. Excessive Work Load: The administration will be cognizant of the employee's work load. When an employee believes that their work load is unreasonable they are encouraged to discuss the matter with the person assigning the work. If possible the work load should be adjusted. Should the overload problem continue, the employee may seek review of the matter through the administrative structure with the superintendent's decision being final.

G. First Aid Duties: Secretaries shall administer first aid to students. The administration will be responsible for all major medical decisions involving the student when first aid is being administered by the secretary. Any additional first aid training, blood borne pathogens training or medical equipment training that is required by the district will be paid for by the district.

ARTICLE IV
POSITION VACANCY

A. Postings: All bargaining position vacancies shall be posted for ten (10) working days in the high school office, middle school office, both elementary offices, central office and the bus garage. The posting shall contain the job description, location of work, starting date, rate of pay, hours to be worked, job title and the minimum requirements. A copy of each posting shall be sent to the Union secretary. Interested employees must apply in writing to the superintendent, or designee, within the ten (10) working day posting period.

The Union will designate an individual and notify the central office of that designee in order that summer vacation bargaining position openings can be mailed to them.

B. Filling Positions: When filling open bargaining positions the district will consider;

- a) Skill
- b) Experience
- c) Qualifications
- d) Other factors deemed relevant by the district.

If all the criteria above are considered equal, an employee with the greater seniority in the open position classification will be given preference. The Board reserves the right to hire an outside applicant for all vacancies.

C. Probationary Period: New employees shall be regarded as probationary for the first sixty (60) actual days of work of

their employment as regular employees. No employee who has completed the probationary period shall be disciplined or discharged without just cause. The termination of a probationary employee shall not be subject to arbitration.

D. Temporary Vacancies: If an employee is on a leave of absence of less than six (6) months the district is not required to post that position and can fill the position on a temporary basis. If the employee is on a leave of absence in excess of six (6) months the Board shall fill the position for the duration of the leave with the most senior, experienced, qualified bargaining unit member if all other relevant factors are deemed equal by the Board.

Should a temporary vacancy become permanent, and the temporary bargaining member is not selected to fill the position then that bargaining member shall revert back to his/her former position.

ARTICLE V

COMPENSATION

A. Pay Period: The wages of an employee shall be paid on a bi-weekly basis. The bi-weekly pay periods begin on a Monday and ends on the Sunday preceding the pay day. Whenever a payday falls on a non-work day, every effort shall be made to have the employees receive their pay on the last work day preceding the pay day. Employees shall deliver in writing to the business office two (2) weeks prior to their first pay period their written choice of twenty-one (21) or twenty-six (26) pay periods in a fiscal year.

B. Beginning Pay Period: For those employees whose work year begins in August, they shall receive their pay on the next regularly scheduled pay day and if the employee has selected the twenty-six (26) pay period option it shall continue from their first pay day forward.

C. Experience: Shall be measured in years from July 1st to June 30th. Placement on the salary schedule shall be determined as of July 1st of each year. Employees who have actively worked, including paid sick leave, for at least one-half of their positions regularly scheduled work year ending June 30th, will receive a full one (1) year's experience credit.

Experience for similar type of work may be granted upon recommendation of the superintendent and with the approval of the Board of Education.

D. MPERS: The employer agrees to pay the legally specified contribution to the Michigan Public Employees Retirement Fund on the gross wages for each employee covered by this agreement.

E. Payroll Deduction: For those employees who properly execute and personally deliver to the business office authorization for payroll deduction cards, the Board agrees to deduct the specified sum and shall remit same to the Livingston-Oakland Federal Employees Credit Union, approved annuities, and any other plans or programs jointly approved by the Union and the Board.

ARTICLE VI

FRINGE BENEFITS

A. The employer shall pay the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents as follows:

Group A

Employees whose regular scheduled work day is six (6) or more hours a day, or thirty (30) hours a week, shall receive fully district paid:

- 1) MESSA Super Care I hospitalization insurance.
- 2) Delta Dental Program, 75-75-50 with a \$1,000/\$800 maximum, Class 3.
- 3) \$5,000 negotiated term life insurance policy which provides accidental death benefits.
- 4) MESSA VSP II Vision
- 5) Disability Insurance Policy

Group B

Employees whose regularly scheduled work day is more than four (4) hours a day but less than six (6) hours a day will receive district paid:

- 1) 50% MESSA Super Care I hospitalization insurance.
- 2) \$5,000 negotiated term life insurance policy which provides accidental death benefits.
- 3) Disability Insurance Policy

Group C

Employees whose regularly scheduled work day is less than four (4) hours a day will receive district paid:

- 1) \$5,000 negotiated term life insurance policy which provides accidental death benefits.

Any employee who is responsible for a prorata share of the above benefits shall sign a payroll deduction authorization form before coverage can begin.

B. Where more than one member of the same family, i.e. husband and/or wife, is employed by the Board and is eligible for the above specified health coverage, then only one of said employees shall be eligible for health insurance coverage. In the event an employee's spouse is employed by some one other than the Board and her/his employer provides equivalent health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third Monday of September each year every employee shall certify, in writing, that their spouse does not have equivalent insurance coverage at his/her place of employment.

The Union agrees that the board will maintain the exclusive right of insurance carrier selection provided the coverage is equivalent to MESSA Super Care I.

C. LTD Coverage: The Board shall provide non-duty related sickness and accident coverage through a carrier which shall commence once the employee has served a sixty (60) work day waiting period. This benefit shall provide the bargaining unit member sixty-five (65%) per cent of his/her salary, including social security benefits for the duration of the disability or to age sixty-five (65) whichever occurs first.

All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining employee eligibility for disability benefits. Disability of any employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

ARTICLE VII

HOLIDAYS

A. The employer will pay the following holidays, based on the employee's regular scheduled work hours even though no work is performed by the employee, if the holiday falls within the employees work year:

New Year's Eve Day - December 31

New Year's Day

Good Friday

Memorial Day

July Fourth

Labor Day

Wednesday before Thanksgiving Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day Eve

Christmas Day

Fowlerville Fair - 1/2 Day

B. To be eligible for the holiday pay the employee must be scheduled to work, and must work, or be on approved district leave, the day prior to and the day after the scheduled holiday.

ARTICLE VIII

VACATIONS

Employees shall be entitled to vacations with pay at the employee's per diem/hourly amount under the appendix B. (Eligibility from July 1 to June 30 employment shall be pro-rated based on time worked for new hires.) Vacation shall not accumulate from year to year.

A. Secretary Vacation: Earned vacation time for employees other than Central Office staff shall be taken during non-student contact time, including one week before the beginning of the student contact school year, and one week following the close of the student contact school year. Exceptions to this requirement may be granted by the building principal. Prior to June 15, the secretary and the building principal will meet to discuss and schedule each individual secretarial employee's upcoming work year calendar. This schedule will document the secretary's work days, vacation days and any unpaid leave.

A copy of the completed schedule will be presented to the business office for payroll purposes before June 30. Central Office staff shall arrange their vacation time with their immediate supervisor.

B. Assistant's Vacation: Assistants shall receive five (5) paid vacation days each year to be taken during non-student days.

ARTICLE IX

PAID LEAVES

A. Sick Leave: Sick leave shall be granted monthly to employees at the rate of ten (10) days per year for assistants and for 225 day or less secretaries. Those secretaries whose regular work year is from 226 days up to and including 240 days shall earn eleven (11) sick leave days per year. All secretary working more than 240 days will earn twelve (12) sick leave days per year.

Employees employed after the regular start of the work year shall be granted sick leave on a pro-rated basis for the year provided that they have worked at least one-half (1/2) of the month including vacation time.

Employees may accumulate up to one hundred fifty (150) days of sick leave.

Sick leave will be granted for the following reasons:

- a) Personal illness of a nature that prohibits successful fulfillment of duties.
- b) Quarantine of employee.
- c) Illness in the immediate family of the employee. Limited to; parents, siblings, spouse, guardian, child or ward.
- d) Illness or disability due to pregnancy.

B. Bereavement Leave: Up to five (5) days of bereavement leave shall be granted to employees for the death of an employee's spouse, siblings, parents, guardians or children or

wards. Up to a maximum of (2) days per year may be used for the death of an employee's grandparent, grandchild, mother or father-in-law, brother or sister-in-law, niece or nephew, son or daughter-in-law.

C. Personal Business Leave: Personal business days shall be used only for matters of an urgent and crucial nature which required the personal presence and attention of the employee and cannot be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available. An employee who is planning to use personal business leave day on the day prior to a regularly scheduled holiday or on the day immediately following a regularly scheduled holiday must have prior written approval from their immediate supervisor.

Each secretarial employee shall be granted three (3) personal business leave days a year of which the last day used will be charged to the secretarial employee's sick leave. Any secretary not using their personal business days in a given school year will have two (2) days added to their sick day accumulation. One (1) personal business day shall be unrestricted.

Each assistant employee shall be granted two (2) personal business leave days a year of which the last day used will be charged to the assistant employee's sick leave. Any assistant not using their personal business days in a given school year will have one (1) day added to their sick day accumulation. Employees may accumulate up to one hundred fifty (150) days of sick leave. One personal day shall be unrestricted.

D. Family Leave: Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an employee who has been employed at least twelve (12) months and has worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons:

- a) Due to the birth of the employee's child in order to care for the child.
- b) Due to the placement of a child with employee for adoption or foster care.
- c) Due to the need to care for the employee's spouse, child, or parent who has a serious health condition.
- d) Due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the FMLA at the election of either the Board or the employee. Other conditions of the FMLA shall apply to leaves in this section.

This shall not preclude the employee from using any benefits provided which are greater than the FMLA act. Any

health condition not covered above shall be discussed between the employer and the employee in order to permit the employee to away from their job.

F. Maternity Leave: Maternity leaves will be granted upon written request for a period of up to one (1) calendar year. Said leave may be charge to the employee's sick leave for the period of physical illness or disability due to the pregnancy during the leave. In the event the pregnancy seriously affects the work and/or attendance of the employee prior to her voluntarily taking a leave of absence, the employee shall be required to take a maternity leave at such earlier date as determined by the Board. In the event the employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this agreement or individual employment contract.

Leaves of absence shall commence at such time as the employee is unable to continue on active duty due to her pregnancy, unless the employee requests an earlier leave commencement time which is approved by the Board.

G. Emergency Leave: In the event of an emergency, leave may be granted at the discretion of the superintendent.

H. Upon leaving the employment of the district after a minimum of ten (10) years, the employee shall be paid at the rate of \$20.00 per day for all accumulated sick leave up to and including fifty (50) days.

ARTICLE X

MISCELLANEOUS

A. Act of God Days: In the event that school has been canceled due to weather condition, employees may elect to use limit of one (1) paid sick leave day a year, or elect to not receive pay for that missed day. Secretaries shall make every effort to report to work.

If school is in session and dismissed early due to weather conditions, it is required that employees remain in the buildings until all bus runs are reported completed or they are dismissed by their supervisor.

B. Jury Duty: Employees called for jury duty, shall be paid a sum to make up the difference in their court pay and their regular work wage for the duration of their duty. Any compensation paid by the court shall be turned into the business office (minus mileage). Any compensation which exceeds the employees daily wage shall not be turned into the district office.

C. Employee Training: The Board shall pay the full fee for employees who attend job related functions or conferences that have been approved or required by their supervisor. Expenses for said conferences shall be borne by the district according to Board policy. Meals, mileage, travel and/or lodging not prepaid by the district will be reimbursed at a reasonable rate upon delivery of receipts. The employee shall suffer no loss of wages while attending courses or programs required by the district and shall receive their normal daily

wage for time in attendance. The employee shall make every reasonable effort to attend required courses or programs that take place outside of normal working hours.

D. Employee In-Service: The unit and the district agree to meet and confer on the feasibility of in-service training for employees. With supervisor pre-approval and on mutually agreeable days limited to two (2) half (1/2) days per year, secretarial employees can meet as a group. The agenda shall be job related and determined by the secretaries.

E. Unpaid Leave: After fifteen (15) years of service in the Fowlerville Community Schools, and employee may request an unpaid personal leave for a period of one (1) fiscal year (July 1 to June 30). The request for unpaid leave must be submitted in writing to the Superintendent by April 1st for the ensuing fiscal year. The Board will approve one (1) such request per year, and additional requests at its sole discretion provided the following condition is met:

- 1) The Board must be able to replace the employee with a qualified substitute.

An employee granted unpaid personal leave will not receive district paid insurance or any other benefits during the leave nor will the employee accrue seniority during the leave. The employee will have no right to return to his/her job during the leave. An employee on such a leave must confirm his/her intent to return, or not return, to employment in writing by April 1.

ARTICLE XI

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this agreement or written board policies affecting working conditions of the member.

Should a member/Association feel that there has been a violation, he/she will take the following steps:

Step 1: The member/Association with or without a designated representative, shall discuss the grievance with the supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the supervisor within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the supervisor, the member/Association shall submit the written grievance within five (5) work days of the discussion with the supervisor to step 2. A grievance which is not within the scope of a supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain the following:

- (1) it shall be signed by the grievant(s)/(Association).
- (2) it shall be specific;

(3) it shall contain a synopsis of the facts giving rise to the alleged violation;

(4) it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;

(5) it shall contain the date of the alleged violation;

(6) it shall specify the relief requested;

(7) it shall indicate approval or disapproval by the Association.

Step 2: The superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, and supervisor of the building in which the grievance arose, and place a copy of same in a permanent file in his/her office. If the decision of the superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting within ten (10) attendance days of receipt of the superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the grievant and/or his/her Association representative an opportunity to be heard at a meeting of the

Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the supervisor for the building in which the grievance arose, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the superintendent within ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

(1) The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days, then:

(2) The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.

(3) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his authority.

B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.

D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.

E. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

F. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

G. The Association will have on file, in the office of the superintendent, the names of the Association representative in each building.

H. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided the Association has been given opportunity to be present at such adjustment.

I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.

ARTICLE XII

REDUCTION IN PERSONNEL

A. In the event employees are to be laid off, twenty-one (21) calendar days notice will be given. The following shall be applied within each of the following categories:

Category A: Central Office Accounts Payable Clerk, Central Office Secretary

Category B: Head Secretary, Building Secretary, Counseling Secretary, Community Education Secretary, Athletic Secretary

Category C: Para-Professional Educators

Category D: Classroom Assistants, Transportation Special
Education Assistants

Category E: School to Work

Category F: Food Service Bookkeeper/Clerk

B. Seniority shall become effective after completion of the sixty (60) actual days of work probationary period and shall date from the first day of work as regular probationary employee in the applicable category. The lowest seniority employees within category shall be laid off first providing there are qualified employees within category to fill the position. Seniority within category shall prevail in the layoff and rehiring of employees provided the more senior employee has the ability to satisfactorily perform the job by skill and requirements set forth in the job description for that position including public relations ability, and interpersonal skills; and at least ninety (90) days' experience in the position. For purposes of layoff in the classroom aide category a secretary who has been a classroom aide in the district may bump back into the classroom aide category and count total seniority time as both an aide and secretary. In the event two or more employees in the same category have the same seniority, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

C. In a layoff or recall situation, if an employee is unable to satisfactorily perform in the position assigned on the basis of seniority in category during the first sixty (60) work

days, the employee may be replaced by an employee with less seniority within category. The employer agrees to post a list of the employees by seniority in each of the categories.

D. Seniority in category shall be broken only by discharge or voluntary quit. Time spent on medical leave, layoff status, or disability will not be construed as a break in continuous service, and seniority during such period shall continue to accrue. Time spent on other unpaid leaves will not constitute a break in continuous service but seniority during such periods shall not continue to accrue. In the event the employee fails to make himself/herself available for work at the end of seven (7) calendar days of receipt of notice by certified letter, he/she shall be deemed terminated.

ARTICLE XIII

STRIKE PROHIBITION

The Union recognizes that strikes, by public employees, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

The Board shall be entitled in its sole discretion to reschedule as work days any days lost in the event school is closed due to strikes by employees of the Board which do not allow such days to be counted as days of student instruction.

ARTICLE XIV

FLAT FEE INCENTIVE PROGRAM

General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Education Association members who are employed by Fowlerville Community Schools and who meet the eligibility requirements set forth below.
2. To be eligible for the FFIP an employee must:
 - A. Be an employee with at least five (5) years of service in this school district.
 - B. Be actively employed by the Fowlerville Community Schools in good standing and cannot be on layoff or on leave of absence.
3. The employee must submit his/her written notification of intention to resign at the end of the current school year, and a fully executed Waiver and Release of Claim, a copy of which is attached, to the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
4. The School Board shall not take action to accept the resignation until the next regular School Board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the superintendent's office, at any time prior to formal Board approval. If the employee does not withdraw his/her resignation by the date of Board action, such resignation shall become irrevocable.

5. In consideration of the Employee's resignation, the Fowlerville Community Schools Board shall provide the following: Twelve (12) equal monthly payments of the total due will be made on or about the first day of each month beginning on September 1, of the year the employee resigns thereafter until paid in full. These payments are in addition to any other benefits provided under the collective bargaining agreement between the Fowlerville Community Schools and the Michigan Education MEA/NEA, Support Personnel Association.

6. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Fowlerville Community Schools and the Support Personnel Association makes no representations as to the tax consequences or liabilities that may occur as a result of an employee selecting the flat fee incentive program.

FLAT FEE INCENTIVE SCHEDULE

Secretaries will receive credit for each year of service according to the following schedule:

\$654.00 for every year employed as a secretary in Fowlerville.

\$436.00 for every year employed as a secretary in another school district.

Total Incentive payment shall not exceed \$8,400.00

Assistants will receive credit for each year of service according to the following schedule:

\$250.00 for every year employed as an aide in Fowlerville.

\$167.00 for every year employed as an aide in another school district.

Total Incentive payment shall not exceed \$3,300.00

IN WITNESS WHEREOF the parties have hereunto set their hand and seals.

THE MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION

BOARD OF EDUCATION
FOWLerville COMMUNITY SCHOOLS

By Jocelyn M. Donovan

By D. J. Pelt 9/9/99

By Dandra J. Webb

By William J. Call 9/9/99

APPENDIX A

1999-2000

LONGEVITY

YEARS OF SERVICE	ANNUAL LONGEVITY PAY
11 - 15 year	\$600.00
16 - 20 years	\$750.00
21 - 25 years	\$900.00
26+ years	\$1000.00

Longevity payment shall be included in the first or second paycheck in June.

APPENDIX B
SECRETARY VACATION TABLE
1999-2000

EMPLOYMENT EXPERIENCE		VACATION EARNED	
GROUP A	GROUP B	GROUP A	GROUP B
1 YR-6YRS	1 YR-6 YRS	5 DAYS	10 DAYS
7 YEARS	7 YRS-11 YRS	6 DAYS	15 DAYS
8 YEARS	12 YEARS	7 DAYS	16 DAYS
9 YEARS	13 YEARS	8 DAYS	17 DAYS
10 YEARS	14 YEARS	9 DAYS	18 DAYS
11 YEARS	15 YEARS	10 DAYS	19 DAYS
	16 YEARS		20 DAYS

Group A employees work at least 200 days but less than 235 days a year.

Group B employees work at least 235 days and up to 260 days a year.

**SALARY SCHEDULE
1999-2000**

CLASSIFICATION	WORK YEAR	HOURLY PAY RATE						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Central Office								
Accounts Payable Clerk	260 Days*	\$12.99	\$13.43	\$14.24	\$15.04	\$15.58	\$16.05	\$16.52
Payroll Clerk	260 Days*	\$12.99	\$13.43	\$14.24	\$15.04	\$15.58	\$16.05	\$16.52
<u>Head Secretary</u>								
High School	260 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Jr. High School	240 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Middle School	240 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Elementary School	240 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Community Ed.	240 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
<u>Building Secretary</u>								
H.S. Counselor	240 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Community Ed.	225 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
High School	225 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Jr. High School	225 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Middle School	225 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
Elementary School	225 Days*	\$12.97	\$13.26	\$13.59	\$13.88	\$14.18	\$14.50	\$14.82
<u>Assistants</u>								
Special Education	Student Days	\$10.49	\$10.78	\$11.48				
Media	Student Days	\$10.49	\$10.78	\$11.48				
At Risk	Student Days	\$10.49	\$10.78	\$11.48				
Title I	Student Days	\$10.49	\$10.78	\$11.48				
Classroom Assistants	Student Days	\$10.49	\$10.78	\$11.48				
Special Ed. Bus (IEPC)	Student Days	\$10.49	\$10.78	\$11.48				
	Student Days	\$10.49	\$10.78	\$11.48				
School To Work	Student Days	\$10.49	\$10.78	\$11.48				
Bookkeeper (Food Service)	Student Days	\$11.47	\$11.79	\$12.57				

*INCLUDES WORK DAYS + VACATION DAYS + HOLIDAYS