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6/30/92

SECRETARIES / AIDES

days.

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE  
FOWLerville COMMUNITY SCHOOLS

AND

THE MICHIGAN EDUCATION MEA/NEA  
SUPPORT PERSONNEL ASSOCIATION

1989 - 1992

*Fowlerville Community Schools*

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This contract entered into this first day of July, 1989, 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 aides employed by the Fowlerville Community Schools; excluding one Central Office confidential employee, substitutes, and all other employees not included above.

B. The term of this contract shall be three (3) years and shall expire on the 30th day of June, 1992.

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, 1989.

D. Current non-union members who chose to remain non-union shall not be required to pay a representation fee. These members are Dawn Braun and Norma Moore.

In regard to Article I, Section A, the excluded position is currently that of payroll accounts clerk (Dawn Braun).

E. Association Members. In accordance with the terms of this article, each bargaining unit member within 30 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 Associ-

ation 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 non-compliance, 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 has 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 the section or the 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 include 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, building 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 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 by 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

#### SALARY SCHEDULE

- A. 1. Employees shall be paid according to the appropriate schedule in appendix A of this agreement.
2. Experience in years for the secretary classifications shall be measured from July 1st to June 30th. Experience credit for salary placement purposes will be determined as of July 1st each year. Employees who have actively worked including paid sick leave at least one-half of the regularly scheduled work year for that position by June 30th will receive a full year's credit; employees actively working less than one-half

of the regularly scheduled work year by June 30th will not receive credit.

B. Recognition for Previous Experience:

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

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

D. 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 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 IV

HOSPITALIZATION

A. The employer shall pay the total cost of MESSA Super Care II equivalent or M-Care hospitalization insurance for the bargaining unit member employee and his/her dependents for bargaining unit member employees working thirty (30) hours or more per week, excluding substitutes.

Where more than one member of the same family, i.e. husband and wife, are employed by the Board and are eligible employees for the above specified health insurance coverage, only one of said employees shall be eligible for health insurance coverage. In the event an employee's spouse is employed by someone other than the Board and his/her 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 II.

B. The Board shall provide non-duty-related sickness and accident coverage for bargaining unit member employees working thirty (30) hours or more per week through a carrier selected by the Board which shall commence once the secretary has served a sixty (60) working-day waiting period. Once the bargaining unit member has served the required sixty (60) working-day waiting period, the bargaining unit member shall be paid sixty-five per cent (65) of his/her per-year salary, for the duration of the disability or to age sixty-five (65), whichever comes first. Said sixty-five per cent (65%) shall include any social security benefits rather than be in addition to said benefits. All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining eligibility for disability benefits. Disability of any employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

C. Dental Insurance

The Board shall provide each bargaining unit member employee and dependents employed thirty (30) hours or more per week with Blue Cross/Blue Shield Comprehensive Dental Program 75-75-50 with \$800 maximum.

D. Life Insurance

The Board shall provide \$5000 of term life insurance which provides accidental death through a carrier selected by the Board.

E. Vision Insurance

The Board shall provide each secretary and dependents with MESSA VSP II.

ARTICLE V

HOLIDAYS

A. The employer will pay eight (8) hour's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day - December 31

New Year's Day

Good Friday

Memorial Day

July Fourth

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day Eve

Christmas Day

Week of Fowlerville Fair - 1/2 Day

B. Secretaries and aides not absent on paid sick leave due to personal illness, must work their last scheduled work day before, and first scheduled work day after a holiday to receive holiday pay.

C. Holiday recesses must be taken per contract and not accumulated.

D. Aides shall receive holiday pay.

ARTICLE VI

WORKING HOURS AND CONDITIONS

A. All employees working six (6) hours per day or more shall be limited to an unpaid duty-free thirty (30) minute lunch period.

B. Any Secretary who has worked at least two hundred (200) days but less than two hundred thirty-five (235) days by July 1, (contingent upon acceptable leave record) shall be entitled to vacation with pay at that secretary's per diem amount. Which shall be taken during summer vacation months as defined

in section D. This benefit is intended to cover those secretaries employed for less than two hundred thirty-five (235) days. The schedule will be as follows:

1-6 years	five (5) days vacation
7 years	six (6) days vacation
8 years	seven (7) days vacation
9 years	eight (8) days vacation
10 years	nine (9) days vacation
11 years	ten (10) days vacation

A secretary employed at least two hundred thirty-five (235) days per year shall be entitled to the following vacation time:

1-6 years	ten (10) days vacation
7-11 years	fifteen (15) days vacation
12 years	sixteen (16) days vacation
13 years	seventeen (17) days vacation
14 years	eighteen (18) days vacation
15 years	nineteen (19) days vacation
16 years	twenty (20) days vacation

C. For the purpose of calculating vacation time for the regularly employed secretaries, work experience of a unit member while employed on a regular basis for less than two hundred thirty-five (235) days of a given year, shall be honored as if such employee had been a two hundred thirty-five (235) day secretary when assigned to a two hundred thirty-five (235) day position. The above applies only to work performed while a secretary in this unit.

D. Earned vacation time for secretarial classification employees other than Central Office shall be taken during the summer vacation months. Earned vacation time may be taken during winter or spring recess with prior approval by the immediate supervisor and the assistant superintendent. The third week and all vacation time for Central Office secretaries and bookkeeper will be arranged with, and approved by the secretary's immediate supervisor. Secretaries will be allowed to use one week's vacation during the school year with the approval of their administrator.

Aides - shall receive five (5) days paid vacation (non student days).

E. The work week for regular full-time secretaries shall be eight (8):

hours per day, Monday through Friday, exclusive of the duty-free lunch period. The work week for regular full-time aides shall be six (6) hours per day, Monday through Friday on days when school is in session. Each regular full-time secretary shall work a minimum of the following designated number of days per year, including paid vacation and holidays, as determined and scheduled by the immediate supervisor.

Elementary

Principal's Secretary	240 days
Secretary 1	225 days

Middle School

Principal's Secretary	240 days
Secretary	225 days
Community Education Secretary	240 days

High School

Principal's Secretary	260 days
Secretary	225 days
Counseling Secretary	240 days

Central Office

Secretary	260 days
Bookkeeper/Accounts Clerk	260 days

Nothing shall preclude the district from employing less than full-time secretaries and aides. The district reserves the right to require more days of work per year than the minimum specified. The following individuals shall not be employed for less days per year including vacation and holidays while employed in the same position than as specified: Sandy Shooter - 255 days. By mutual agreement between an employee and the employee's supervisor an employee may work less than the minimum number of days specified.

F. One business day per year for secretarial classification employees may be used for personal business. The purpose of this leave is to relieve the secretaries of financial hardship situations over which they have no control. Any secretary not using her business day in a given

school year will have one sick day added to his/her sick day accumulation.

Aides shall be granted one personal business day per year charged to sick leave.

Personal business means an activity that requires the bargaining unit member's presence during the work day and is of such a nature that it cannot be attended to at another time of day.

Application for personal business leave, containing the reasons for leave, must be submitted in writing at least forty-eight (48) hours in advance (except in the event of any emergency when a short notice may be acceptable). A second personal business day must be scheduled one (1) week in advance and will be charged to sick leave, (secretaries only).

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

G. When school is closed for reasons other than normal vacation periods, secretaries will be paid only for those hours that they are in attendance with the following exceptions:

1. If school is closed prior to the beginning of his/her work shift, the secretary shall be paid for a minimum of four (4) hours for reporting to work at her scheduled hour.
2. In addition to the above, it will be expected that there will be ample secretarial coverage at each building for a reasonable time period after schools are closed. (At least until all bus runs are reported completed).
3. It will be expected that this coverage will be in effect when school is closed prior to opening in the morning. When school is closed by reasons other than normal vacation periods, aides shall not be paid.

H. Aides shall be designated an appropriate place where personal belongings may be stored during the work day.

I. The administration will be cognizant of the employee's work load. When an employee believes the work load is unreasonable, he/she is encouraged to discuss the matter with the person assigning the work. When considered appropriate, the work load will be adjusted. Should overload problems continue, the employee may seek review of the matter through the administrative structure to the superintendent whose decision shall be final.

J. Administrators will arrange to provide a break from work every couple of hours or so during the work day.

K. All unit vacancies to be filled shall be posted for a period of ten (10) working days. Said posting shall contain the following information: job description; location of work; starting date; rate of pay; hours to be worked; classification; 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.

One previously designated individual from the employee group will be notified in writing of bargaining unit openings that occur during scheduled summer vacation periods.

Bargaining unit openings will be posted in the following buildings during the months of September through June: High school office, middle school office, elementary school office, Central Office and bus garage office.

If a vacancy in a position as determined by the Board occurs, in filling the position the Board will consider skill, experience, qualifications and other factors deemed relevant by the Board. If all other



factors are considered equal, an employee with the greater seniority in classification will be given preference. The Board reserves the right to hire an outside applicant for any vacancy. Temporary vacancies created because an employee is on a leave of absence need not be posted and may be filled on a temporary basis.

Temporary vacancies because an employee is on a leave of absence less than six months need not be posted and may be filled on a temporary basis. Temporary vacancies created because an employee is on a leave of absence in excess of six months shall be filled for the duration of the leave by the most senior bargaining unit member considering experience, qualifications and other factors deemed relevant by the Board.

Should a temporary vacancy become permanent and the bargaining unit member is not selected to fill such position such bargaining unit member shall revert to their former position.

L. Secretaries shall administer first aid to students. The administration will be responsible for making all major decisions when the administration of major first aid to a student is undertaken by a secretary. In the event equipment is purchased by the Board which would require the Secretary to take additional training, the Board will pay costs to cover course or seminar expenses.

## ARTICLE VII

### SICK LEAVE

A. Sick leave, one (1) day per month, and accumulative to one hundred-fifty (150) days, is granted for the following purposes to secretaries and aides employed by the Fowlerville Community Schools:

1. Personal illness of such nature as to render member unfit for service.
2. Quarantine of member.

3. Illness in the immediate family of member limited to parents, wife or husband or child.

B. Death of a unit employee's spouse, siblings, parents, guardians, or child ward, not to exceed five (5) days. This leave is not to be charged to sick leave. Additionally, up to a maximum of (2) days per year may be used for death of employee grandparents and mother-in-law, father-in-law.

C. Leave for emergencies may be granted at the discretion of the superintendent. Such absences are to be charged against sick leave.

D. Maternity Leave: Any pregnant secretarial classification employee shall notify the superintendent of her pregnancy and expected date of delivery not later than two (2) weeks after learning of said pregnancy. Upon written request, said employee shall be granted a maternity leave of absence for a period of up to one (1) calendar year, and may use unused accumulated sick leave for the period of physical illness or disability due to pregnancy during said leave. In the event such 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 secretary is unable to continue on active duty due to her disability due to pregnancy, unless the secretary requests an earlier commencement time which is approved by the Board.

E. Upon leaving the district after ten (10) years, the employee shall be paid at the rate of \$20.00 per day for all accumulated sick leave up to

including fifty (50) days.

## ARTICLE VIII

### 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, supervisor 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.

### REDUCTION IN PERSONNEL

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 Bookkeeper/Accounts Clerk, Central Office Secretary; Category B - Principal's Secretary, Secretary, Counseling Secretary, Community Education Secretary; Category C - Classroom Aide; Category D - Special Needs Paraprofessional Aide.

Seniority shall become effective after completion of the sixty (60) actual days of work probationary period 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 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.

Seniority in category shall be broken only by discharge or voluntary

quit. Time spent on unpaid leave or on layoff shall not count toward seniority. 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 IX

##### 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 X

##### 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.



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

THE MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

BOARD OF EDUCATION  
FOWLERVILLE COMMUNITY SCHOOLS

By Ruth S. Musolf

By Duane Halbert

By Sandra A. Shoster

By Vital E. Demick  
Michael D. Drent

APPENDIX A  
SALARY SCHEDULES

SECRETARY CLASSIFICATIONS:

Central Office Bookkeeper/Accounts Clerk

<u>YEARS</u>	<u>89-90</u>		<u>90-91</u>		<u>91-92</u>	
	<u>Weekly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Daily</u>
0	402.02	= 80.40	427.28	= 85.46	454.06	= 90.81
1	427.92	= 85.58	453.18	= 90.64	479.96	= 95.99
2	446.72	= 89.34	471.98	= 94.40	498.76	= 99.75

Central Office Secretary

0	376.12	= 75.22	401.38	= 80.28	428.16	= 85.63
1	402.02	= 80.40	427.28	= 85.46	454.06	= 90.81
2	425.72	= 85.14	450.98	= 90.20	477.76	= 95.55

Principal's Secretary, Counseling Secretary, Community Education Secretary

0	351.52	= 70.30	376.78	= 75.36	403.56	= 80.71
1	361.36	= 72.27	386.62	= 77.32	413.40	= 82.68
2	371.24	= 74.25	396.50	= 79.30	423.28	= 84.66
3	381.09	= 76.22	406.35	= 81.27	433.13	= 86.63
4	390.96	= 78.19	416.22	= 83.24	443.00	= 88.60
5	400.81	= 80.16	426.07	= 85.21	452.85	= 90.57
6	410.65	= 82.13	435.91	= 87.18	462.69	= 92.54
7	421.00	= 84.20	446.26	= 89.25	473.04	= 94.61

AIDES:

Classroom Aide

<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
8.14	8.63	9.15

Special Needs Paraprofessional Aide

	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	10.70	11.34	12.02
1	11.38	12.06	12.78
2	11.94	12.66	13.42

Bargaining unit members other than two hundred sixty (260) days personnel may select the method of salary payment desired:

Twenty-one (21) equal amounts payable every two (2) weeks of the year or twenty-six (26) equal amounts including holiday pay but excluding earned vacation pay which shall be paid when used.

APPENDIX A - 1

	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
11-15 Years		\$100	\$100
16-20 Years		\$200	\$200
21-25 Years		\$300	\$300
26+ Years		\$400	\$400

The VSPII and Longevity benefits are for secretarial classification employees only.

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

FOWLerville    MEA/NEA SUPPORT PERSONNEL ASSOCIATION

LETTER OF AGREEMENT

With respect to Seniority, the following shall be incorporated into the Collective Bargaining Agreement of the MEA/NEA Support Personnel Association, which represents office, clerical, and teacher or classroom aides.

SENIORITY shall be defined as continuous service within the Fowlerville Community Schools from the effective date of hire, and shall be defined to mean the amount of time the individual has been continuously employed by the district.

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.

In the event two or more bargaining unit members have the same effective date of hire, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

The provisions of this agreement shall be effective as of August 15, 1989, and shall continue in full force until and through June 30, 1992.

In witness thereof, the parties hereto set their hands and seals.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

*Paul S. Muesel*

*J. R. Bayler*  
Asst. Supt.

9-27-89

9/27/89

Date

Date