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6/30/96

AGREEMENT BETWEEN
FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION
AND
FREMONT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

Contract Years

- 1993-94
- 1994-95
- 1995-96

Fremont Public Schools

1950
1951
1952

EDUCATIONAL OFFICE PERSONNEL CONTRACT

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AGREEMENT BETWEEN
FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE
FREMONT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

This agreement is entered into this 30th day of August, 1993 by and between the Fremont Public Schools Board of Education, Fremont Michigan, hereinafter called the Board, and the Fremont Association of Educational Office Personnel, hereinafter called the Association.

ARTICLE I
RECOGNITION

SECTION A

The Board hereby recognizes the Fremont Association of Educational Office Personnel as the exclusive bargaining agent, as defined in Act 451, Public Acts of 1976, in regard to wages, hours, and other terms and conditions of employment for the following described and designated positions:

Office/Secretarial/Clerical: An assignment to perform the activities of preparing, transferring, transcribing, systematizing, or preserving communication, records, and transactions, including the operation of machines to accomplish such activities. The Secretary to the Superintendent is specifically excluded.

Teacher Assistants: An assignment to assist a teacher with routine activities associated with teaching, those activities requiring minor decisions regarding students, such as monitoring, conducting rote exercises, operating equipment and clerking.

Library Assistants: An assignment to assist a librarian with the routine activities associated with selecting, acquiring, preparing, cataloging, and circulating books, printed materials, audio visual aids, and audio visual equipment.

SECTION B

The term "employee(s)" as used in the agreement shall mean "employee(s) covered by this agreement."

SECTION C

Employees whose work assignment is the school year, plus more than four (4) additional weeks shall be called Full-Time Employees.

SECTION D

Employees whose normal work day, week, and year corresponds to the School Day, Week and Year, with the possible addition of a total of four weeks either before and/or after the commencement of the school year, shall be called School-Year Employees. The school year is defined as the period commencing upon the first day of class and ending on the last day of class.

SECTION E

The term "Supervisor" as used in this agreement shall be limited to members of the School Administrative Staff. Teachers or members of other bargaining units may provide functional direction, but are not to be construed as being the "Supervisor" of employees covered by this agreement.

ARTICLE II

EMPLOYEE RIGHTS

SECTION A

The Board and Association agree to abide by Act 451 of Public Acts of 1976 and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The employees of the Board mentioned in Article I shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiating, BUT ARE NOT REQUIRED TO DO SO.

SECTION B

The Association and its members will be permitted to use the school building facilities at reasonable hours for the purpose of conducting association business according to rules and regulations established from time to time by the school. Meetings are to be scheduled in advance in accordance with regular scheduling procedures.

SECTION C

Existing Board policies which do not appear in this agreement are available to all Association members through each public school library in the district.

SECTION D - Association Security and Check-Off

- A. All employees in the bargaining unit shall, upon completion of their probationary period (as provided in this Agreement) and as a condition of employment, pay to the Association either "dues" or and "equivalent service fee" or a "fair share contribution": provided, however, that no employee in the bargaining unit shall be required, as a condition of employment, to become or remain a member of the Association.

As used in this Article, the following terms shall have the following meanings:

1. "Dues" (for members of the Association) shall mean the regular monthly charges (dues) uniformly required of members of the Association exclusive of any special assessments.
2. "Equivalent service fee" (for non-members of Association) shall mean a sum equal to the amount of "dues" uniformly required of members of the Association.

3. "Fair share contribution": (for non-members of the Association who do not pay an "equivalent service fee") shall mean a service charge to defray amounts expended by the Association solely for purposes of representation in the form of collective bargaining, contract administration, and grievance adjustment (but excluding amounts expended by the Association to finance any ideological, political or other activities not directly related to collective bargaining, contract administration, and grievance adjustment). A "fair share contribution" shall be presumed to be an amount equal to, and shall in no event exceed ninety percent (90%) of the "dues" or "equivalent service fee". The Association shall, however, maintain accurate, open, and itemized accounts of all its receipts and expenditures; and any employee having elected a "fair share contribution" in lieu of "dues" or an "equivalent service fee" shall be entitled, upon a written request therefore, to refund from the Association for any fiscal year (of the Association) in which the Association's actual expenditures for purposes other than collective bargaining, contract administration, and grievance adjustment exceed 10% of its total expenditures in said fiscal year. The refund shall, in such cases, be in an amount necessary to cause the employee's "fair share contribution" remaining unrefunded to equal that percentage of dues for the fiscal year in question which equals the percentage (less than 90%) of the Association's total expenditures during the fiscal year made solely for collective bargaining, contract administration, and grievance adjustment.
- B. With respect to any employee to whom the foregoing (Paragraph A) provisions apply, the failure of an employee to comply with such provisions shall constitute just cause for dismissal.
- C. The Board shall, upon receipt of a written check-off authorization (a sample of which is attached to this Agreement as Exhibit "A":), deduct the amount of regular monthly "dues" or "equivalent service fee" or "fair share contribution" certified to the Board by the Association Treasurer from one paycheck of each month for employees so designated. All sums so deducted shall be transmitted by the Board to the Treasurer of the Association within fifteen (15) days after such deductions are made. The Association expressly agrees to collect all other Association charges, including any initiation fees and special assessments, and such other charges shall not be deducted by the Board. The Board shall not be required to make any check-off for "dues", "equivalent service fees", or "fair share contributions" in preference to legally require deductions or if any employee's pay in any pay period is not sufficient to cover such "dues", "equivalent service fees", or "fair share contributions". Any employee may revoke his or her said authorization, or may revise the type of deduction authorized (i.e. "dues", "equivalent service fee" or "fair share contribution"), upon thirty (30) days written notice to the Board and the Association.
- D. Any employee who revokes authorization of his/her dues through payroll deduction shall cause to be paid to the Association directly a fee equivalent to the dues (for members of the Association) or an "equivalent service fee" or "fair share contribution" within thirty (30) days after the attainment of seniority status. In the event said fee is not paid, the Board, upon receiving a written and signed complaint from the Association indicating that the employee has failed to comply with this condition, shall immediately notify the employee that his/her services shall be discontinued at the end of the then current month, unless said fee is paid. The Association shall and hereby agrees to indemnify and hold the Board and School District harmless against any and all claims, demands, suits or other forms of liability which may

arise out of or by reason of any action taken by the Board or its agents or employees in reliance upon or compliance with the Association Security or Check-Off provisions of this Agreement.

- E. A member may request that written reprimands be removed from his/her file after a period of 5 years if there has been no further disciplinary action. The school superintendent may authorize such action.

ARTICLE III

BOARD RIGHTS

SECTION A

The Board, on its own behalf and on behalf of the electors of the district, shall retain and reserve unto itself, without limitation, all powers, rights authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the management and control of school properties, facilities, materials used and the selection, direction, transfer, promotion or demotion, discipline or dismissal of personnel enumerated in Article I of this agreement.

SECTION B

The powers, rights, authority, duties and responsibilities of the Board and the adoption of rules, regulations and policies necessary shall be limited only by the specific and expressed terms of the Agreement and the Act 451 of the Michigan Public Acts of 1976.

ARTICLE IV

COMPENSATION

SECTION A

The compensation of employees covered by this agreement is set forth in the salary schedule which is attached hereto as Article XVII and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement. In addition to regular daily duties, members will get compensation for other mandatory work such as extra hours for committee assignments, field trips, etc.

SECTION B

The rates of pay shown on the salary schedule are based on full-time employment in the specified position as enumerated in Article I of this agreement.

SECTION C

When an employee is requested by his supervisor to work in excess of 40 hours per week, he or she shall be reimbursed at 1 1/2 times his or her hourly rate.

SECTION D

An Association member engaged during the working day in negotiating on behalf of the Association with any representative of the school, upon request of, or with approval of the Board, shall be released from regular duties without loss of salary.

An employee engaged during the working day in any grievance procedure, upon the request of, or with the approval of the Board, shall be released from regular duties without loss of pay.

SECTION E

An employee who does not meet the qualifications for a salary increase will be told of deficiencies in writing by his or her immediate supervisor or the Superintendent. Salary increases may be withheld until the employee shall qualify to be reconsidered for a normal increment.

SECTION F

Previous experience may be given consideration when placing an employee on a salary schedule.

SECTION G

When an employee is changed to a higher classification, that employee will be assured no reduction in pay. The highest Classification is Class IV, followed by Class III, Class II, and Class I.

ARTICLE V

HOURS OF EMPLOYMENT

SECTION A

The normal full-time work day shall be 8 hours. These hours, unless otherwise determined by the school, shall be 8:00 a.m. to 5:00 p.m. The normal work week shall not exceed 40 hours, Monday through Friday.

SECTION B

All employees shall be entitled to a duty-free, uninterrupted, unpaid lunch period. Length of lunch period is not to exceed one hour and not to be less than one half hour.

SECTION C

Employees shall have a relief break of not more than 15 minutes in the morning and in the afternoon, or for each 3 to 4 successive work hour period; such relief break to be scheduled at the approximate mid-point of the morning, afternoon, or 3 to 4 hour work period.

SECTION D

If an employee is unable to reach his/her assigned work station by 10:00 a.m. because of severe weather, a full day's pay will be deducted. However, the employee will be permitted to make up the lost time at a time mutually acceptable to the immediate supervisor. (Also see Article XI, Section I)

ARTICLE VI

PROBATION AND SENIORITY

SECTION A - Probationary Employee

Each new employee shall be considered to be on probation and shall have no seniority (as defined herein) until such employee has worked sixty (60) working days for the Board. During the probationary period, employment shall be at the discretion of the Board, without regard for the provision of this agreement and without recourse to the grievance procedure. The Board shall have no obligation to rehire or recall any employee who is laid off or discharged during the probationary period, nor to retain any employee for the length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of the employee's last date of hire (as defined herein in Article VI, Section B). During the probationary period, a probationary employee shall receive no fringe benefits.

At the completion of the probationary period, the employee shall be notified in writing by the Board, whether or not the employee is to be placed on seniority status, the placement of which would then attain "permanent" status.

If a temporary employee attains a permanent job position, seniority and accompanying benefits under this contract shall not commence until the date of hire as a permanent employee.

SECTION B - Seniority

Seniority shall be defined as an employee's length of continuous service in the employ of the Board since the employee's last date of hire.

The term "last date of hire" shall mean the date upon which an employee first reported to work at the instruction of the Board, since which the employee has not quit, been discharged, or otherwise had such employment terminated.

SECTION C - Seniority Lists

A current seniority list shall be provided to the bargaining unit annually as described in Article IX.

SECTION D - Loss of Seniority

An employee shall lose all seniority, and the employment relationship shall terminate upon the happening of, but not limited to, one of the following events:

1. The employee quits.
2. The employee is discharged for reasonable or just cause.
3. The employee retires or is retired.

4. The employee is laid off for a continuous period in excess of 12 months.
5. The employee is on leave of absence for illness, injury or disability (paid or unpaid) in excess of twelve (12) months.
6. The employee accepts employment elsewhere while on leave of absence (other than military leave of absence) or is self employed for the purpose of making a profit during a leave of absence.

ARTICLE VII

TRANSFER, DISCIPLINE, DISMISSAL, GRIEVANCE PROCEDURE

SECTION A

Once an employee has been placed on seniority status, he or she will be dismissed, transferred or disciplined only for reasonable or just cause. If an employee's work does not improve, he or she will be given, in writing, two weeks notice of termination of employment enumerating the reasons for the termination.

SECTION B - Formal Grievance Procedure

- A. A grievance is defined as any dispute involving a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee having a grievance shall discuss the same with his or her supervisor in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

Step One:

To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee and the Association.

The written grievance must be presented to the employee's supervisor within fourteen (14) calendar days after the event occurred upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Association at the time of its occurrence may be filed, in the manner herein provided, within fourteen (14) calendar days after the same could have been reasonably detected by an aggrieved employee or the Association. The Supervisor shall give a written answer to the aggrieved employee or the Association within seven (7) days after receipt of the written grievance.

Step Two:

If the grievance is not settled in Step One and the aggrieved employee and the Association desire to appeal it to the Second Step, the employee and Association must serve written notice of such appeal upon the

Superintendent, in the event of his unavailability, upon his designee within seven (7) calendar days after the Supervisor's written Step One answer. The Superintendent shall give the aggrieved employee or the Association a written, dated and signed Step Two answer within seven (7) calendar days after he receives the grievance at this Step.

Step Three:

If the grievance has not been settled at Step Two and the aggrieved employee and the Association desire to appeal it to the Third Step, a written notice of such appeal must be served upon the Superintendent of Schools or, in the event of his unavailability, upon his designee within seven (7) calendar days after the Step Two answer. The Superintendent of Schools shall submit the grievance to the Board. The Board shall give to the Association a written answer of disposition to the grievance within thirty (30) calendar days following the above-referenced hearing.

Step Four

If the grievance is not settled at Step Three and the Association desires to appeal it to the Fourth Step, the Association must file a written request for binding arbitration with the Michigan Employment Relations Commission (MERC) and must serve a written copy of such request upon the Superintendent, all within seven (7) calendar days after the Board's Step Three answer.

Such request for binding arbitration shall ask MERC to submit to the parties, at their respective addresses, a list containing the names and biographical sketches of five (5) qualified persons from which list the parties shall attempt to select a mutually acceptable arbitrator. In the event the parties fail to select a mutually acceptable arbitrator within fourteen (14) calendar days following receipt of any such list by the parties (or within any mutually extended period thereafter), each party shall rank all five (5) proposed arbitrators (from #1 to #5 in order of their preference) and shall return the list to MERC which shall appoint the arbitrator with the lowest aggregate score.

Any such binding arbitration proceeding shall be subject to all of the following terms and conditions:

- a. The recommendation(s) of the arbitrator shall be binding upon the Board and the Association.
- b. Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- c. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of the Agreement;
- d. The arbitrator shall not base his recommendation(s) on state or federal law, but must make his recommendation(s) solely on the basis of the provisions of this Agreement;
- e. The arbitrator shall not recommend any alteration in any policies, rules and/or actions of the Board which are not specifically in violation of this Agreement;

- f. The arbitrator shall not recommend any adjustment or settlement of a grievance retroactively more than seven (7) calendar days before the date of filing the grievance; and any claim for or recommendation of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;
 - g. The arbitrator shall not recommend any punitive damages;
 - h. The arbitrator shall have no power to recommend new salary schedules, or to recommend any monetary adjustment where there has been no wage loss;
 - i. The costs or expenses of the arbitrator shall be borne equally by the parties. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost of expense; and
 - j. Any grievance which is not appealed to binding arbitration within the time limit hereinabove provided shall be considered adjusted and may not thereafter be so appealed.
- B. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.
- It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the aggrieved employee or Association and the Board.
- C. Notwithstanding any other provisions hereof, any individual employee may at any time present a grievance on the employee's own behalf and have the grievance adjusted, without intervention by the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been afforded an opportunity to be present at such adjustment.
 - D. The decision of the Arbitrator shall be final as to all parties and shall be enforceable through application of the Circuit Court for the County of Newaygo for enforcement.

SECTION C: - Alternate Grievance Procedure (Problem Resolution Committee)

An alternate grievance procedure is hereby established which shall provide the employee and the Board with an alternative resolution process that may be utilized instead of the formal grievance procedure set forth above. This procedure shall be considered an additional or optional procedure that an employee may elect to utilize to resolve any claimed grievance the employee may have and is not intended as a replacement for the formal grievance procedures set forth above.

- A. Any association member who believes the terms and conditions of this agreement have been violated or improperly applied with respect to such employee may have their claim heard and resolved before a Problem Resolution Committee.

- B. The Problem Resolution Committee shall consist of two association members who are building representatives and who shall be chosen by the Association President. The Board shall be represented on the committee by a Board member and the Superintendent or his designated representative.
- C. The procedure for providing for a hearing before the Problem Resolution Committee shall be as follows:
1. The complaining employee shall file a written request for a Problem Resolution Committee hearing with the Association President which request will state the employee's specific complaint.
 2. The association president shall notify the superintendent or his designated representative of the request and provide a written copy of the request and provide a written copy of the employee's complaint.
 3. Within two weeks of the receipt of the employee's written complaint, the Association President and the Superintendent or his designated representative shall determine a mutually agreeable time and place for the committee to hear the complaint.
 4. The hearing before the Problem Resolution Committee shall be informal and conducted upon such procedures as the committee shall so determine with the intent to provide a free and open atmosphere for the employee and the administration to present their respective positions.
 5. Upon completion of the presentation of witnesses and evidence as permitted by the committee, the committee shall render a written decision to the employee and the Superintendent making its recommendation regarding resolution of the complaint.
 6. Upon receipt of the Problem Resolution Committee's written recommendation, the Superintendent shall have the authority to abide by the recommendation, modify the recommendation or reject the recommendation. The Superintendent shall upon making his decision provide his decision in writing within five (5) working days of the receipt of the above recommendation to the Association President and the Committee chairman.

ARTICLE VIII

VACANCIES AND PROMOTION

Whenever a vacancy occurs in an existing position, or a new position is created, the Board shall post such position in the general office of each school building, for seven (7) working days, for the submission of employee applications, which will be considered before outside applicants are interviewed and considered. Prime consideration will be given present employees. Notification of job vacancies or new positions will also be given to the Association President on the date the opening is first posted.

The Board at all times reserves the right to fill any position with the person who in its opinion is best qualified.

In case of an emergency, a vacancy may be filled on a temporary basis until the above notice and consideration may be given.

The Board agrees that any temporary job position which results in a permanent job position after one-half of the school year will be posted.

The Board further agrees that in the event temporary help is required by the Board, first preference by seniority will be given to those employees on layoff status at the time of such temporary vacancy.

ARTICLE IX
STAFF REDUCTION

If a reduction of staff is deemed necessary by the Board, temporary or substitute help will be laid off first, probationary employees second, and seniority third. Employees who have attained seniority will be laid off on the basis of seniority, (i.e. least seniority first), provided there are other seniority employees who are able and fully qualified, in the opinion of the Board, to fill the remaining positions.

For the purpose of lay-off and recall, there will be two separate seniority lists. Employees will exercise their seniority only within the group where they are currently assigned, as follows:

- Group A - Full-time seniority employees in position classification III and IV.
- Group B - All other seniority employees, in position classification I and II.

An employee whose services are so terminated shall be notified in writing at least two weeks prior to the effective date by the Board.

In the event of a lay-off, employees will be recalled to work as follows: the last senior employee laid off will be the first, called back, provided there are employees who are able and fully qualified, in the opinion of the Board, to perform the work assigned.

Notice of all recalls will be given by a reasonable method to both the employee and the association.

Notwithstanding the above, during the first year of this contract, the following former Intermediate School District aides (now teaching assistants) shall have separate seniority rights with respect to lay-off and recall, exclusively among themselves:

Pam Fekken	Charlotte Hren	Nancy Johnson
Paula Kozal	Donna Page	Cheryl Postema
Cindy Ward		

It is further agreed that upon the expiration of the first year of this contract, the board and the association shall review the circumstances of the former Intermediate School District aides and mutually agree in good faith to resolve any contract problems that may theretofore have arisen on account of the merger of the former Intermediate School District aides with the association.

ARTICLE X
RESIGNATION

SECTION A

Any employee who resigns shall notify his/her immediate supervisor IN WRITING at least two weeks prior to the effective date of resignation.

SECTION B

Any employee who discontinues his/her services does not forfeit his/her right to earned vacation time, PROVIDED PROPER NOTICE IS GIVEN AS INDICATED IN SECTION A OF THIS ARTICLE.

ARTICLE XI

LEAVES

SECTION A

Sick leave allowance for Full-Time employees shall accrue at the rate of 10 days per year accumulative to 120 days. Upon termination of employment, all accumulated sick leave benefits are void.

School-Year employees as described in Article I, Section D, shall receive sick leave of 6 normal work days per fiscal year. At the end of the school year, any unused days of sick leave shall be accumulated to a total of not more than 75 days.

Sick leave allowance is intended primarily for the employee; however up to five sick days per year may be used for family illnesses--children, spouse, and parents. Not to be used for routine care of the family.

It is the intent of this agreement that each employee shall be entitled to utilize up to 2 sick leave days annually for dental or medical appointments. Sick leave allocated for this purpose may be taken in such time increments as is necessary to insure the least amount of lost work time.

SECTION B

When an employee is ill, he/she must notify the principal or immediate supervisor 30 minutes prior to the usual starting time.

SECTION C

If accumulated sick leave is exceeded, full deduction of pro-rated daily salary will be made for the period of absence.

SECTION D

Probationary employees will not receive sick leave benefits during the probationary period. If, at the end of the probationary period, the employee is retained in a regular position, sick leave will be retro-active to the date of first employment, and pro-rated per Section L.

SECTION E

In cases of illness and/or questionable absences WHICH EXCEED FIVE CONSECUTIVE DAYS, the BOARD shall have the right to require verification of the illness or absence.

SECTION F

All permanent employees shall be allowed (2) personal leave days per year, with full pay, for business which cannot be handled at any other time than during the school day. This day must be requested in writing 24 hours in advance. Such leaves must be taken in increments of no less than one-half (1/2) day at a time. First-year employees allowance will be pro-rated per Section L.

Members may carryover up to 1 unused personal day per year, for a possible maximum of (3) days per year.

SECTION G

A bereavement leave, with pay, not to be charged against sick leave or vacation, to a maximum of 3 working days for each death in the immediate family shall be made available for each permanent employee, if the bereavement period occurs during their normal working schedule.

The immediate family shall be defined as an employee's wife, husband, children, mother, father, sister, brother, mother-in-law, father-in-law, and grandchildren.

In addition to the above, each employee will be entitled to one day bereavement leave for the following family members: niece, nephew, grandparents, brother or sister-in-law, aunt or uncle; provided this bereavement leave time does not exceed two full days in any given school year. In case of an emergency, this leave may be extended with the approval of the immediate supervisor. The extended period of absence may be charged against vacation time or shall be deducted at the prorated daily salary.

SECTION H

If it is necessary to lose part of a day, two hours or less, for appointments with a doctor, dentist, or a lawyer, all seniority employees, may with the approval of the immediate supervisor, be permitted to make up the lost time at a time mutually agreed upon with the supervisor.

SECTION I

Instructional Assistants, Library Assistants, and school-year secretaries shall receive pay equal to a regular working day for up to 2 snow days per year.

SECTION J

The granting of sick leave without pay guarantees to the employee their right to return to his/her previous job upon return from sick leave providing the employee returns within 90 calendar days. Beyond the 90 sick days, the employee is guaranteed the first available job the employee is qualified to fill, subject to Article VI, Section D, Item 5.

During said leave, the employee shall receive no benefits whatsoever granted under this contract with the exception of health insurance which shall be continued in force at the expense of the Board.

Any leave of absence shall be null and void should the employee change his/her place of residence which would make said employee unavailable for work.

SECTION K - General Leave

Unpaid leaves of absence not exceeding thirty-one (31) consecutive calendar days may be granted to an employee after completion of the employee's probationary period. The granting or denial of any such leave of absence shall be in the sole and absolute discretion of the Board or administration, and the granting or denial of any such leave of absence in any one case shall not constitute any practice or precedent whatsoever insofar as any other case is concerned. No such leave of absence shall be granted, if at all, before the same has been requested in writing to and approved in writing by the Superintendent; and no such leave of absence shall be extended or renewed if granted.

SECTION L - Proration of Benefits

After an employee has successfully attained permanent status, the benefits available as specified elsewhere in this agreement will be prorated during the first year of employment using the number of months scheduled to work divided by the number of months normally worked in a year for that position. Example: Class IV, full-year new employee starting work on 11/8/93 would be entitled to 6.5 sick leave days ($8/12 \times 10 = 6.5$) during the 93-94 school year. On each July 1 thereafter, that employee would be entitled to an additional 10 days.

ARTICLE XII

HEALTH AND ACCIDENT INSURANCE

SECTION A

Upon acceptance of written application, the Board agrees to contribute toward the cost of health care protection insurance for each full-time employee. For the duration of this contract, the Board agrees to provide the Super Care I program, or an insurance equal to the FEA insurance program.

SECTION B

Upon written application to the Board, employees who do not wish to take health care protection, as described above, may select MESSA, Plan B plus any of the options available, i.e., short term disability, dependent life, additional life insurance, annuities, etc., up to a set amount approximately equal to the cost of health care protection for a single subscriber.

Seay

SECTION C

School-Year employees, as defined in Article I, Section D, shall not receive health and accident insurance coverage at the expense of the Board.

SECTION D

Upon acceptance of written application, the Board agrees to provide full-time employees with dental care insurance. The Board shall select the carrier, which is currently Delta Dental through MESSA Care Pak.

SECTION E

Upon acceptance of written application, the Board will provide Vision insurance for each full time employee covered under this agreement. The Board shall select the carrier, which is currently VSP II through MESSA Care Pak.

ARTICLE XIII

HOLIDAYS AND VACATIONS

SECTION A

All full-time employees shall be paid for legal holidays as listed in Section C, which occur during the employee's regular work week.

SECTION B

In the event the legal holiday falls on a weekend, the holiday will be taken on the Friday before or the following Monday, as agreed upon with the immediate supervisor.

SECTION C

Holidays for the duration of this contract shall include the following: (11 days)

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before/after Christmas
- Christmas Day
- Day before/after New Year's
- New Year's Day
- Floating Holiday*
- Good Friday
- Memorial Day

*In the event school is in session on this day, the "floating holiday" will be changed to the first day of spring vacation.

SECTION D

Full-time employees will receive paid vacation time on the following schedule:

After one full year of service	-	10 working days
During the 2nd thru 7th years	-	10 working days
During the 8th thru 14th years	-	15 working days
During the 15th year of service	-	16 working days
During the 16th year of service	-	17 working days
During the 17th year of service	-	18 working days
During the 18th year of service	-	19 working days
During the 19th year of service	-	20 working days

Upon the attainment of the eighth year of service, the employee is entitled to 15 days of vacation. In addition, first year employees will earn vacation days to be taken after July 1 of the next school year according to how many full months they worked prior to July 1, per Article XI, Section L.

For example, assume an employee's start date is 9/8/90. Vacation equals 9 months divided by 12 and that sum multiplied by 10 or 7.5 days ($9/12 \times 10 = 7.5$ days) for the 1991-1992 school year (to be rounded to the nearest half day).

SECTION E

Full-time employees may choose the time of their vacation upon mutual agreement with their immediate supervisor. Earned vacation must be used by the conclusion of the fiscal year unless the vacation is arranged for the convenience of the school system. The employee may also choose to carry over a maximum of 4 days vacation into the next fiscal year. Vacation days shall be taken in increments of at least 1/2 day at a time.

SECTION F

Upon resignation or termination of service, employees shall be permitted to use vacation time earned to date.

SECTION G

School-year office/secretarial/clerical employees, as defined in Article I, Section D, shall receive paid holidays as follows: (10 days)

- Labor Day (if school commences before Labor Day)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before/after Christmas
- New Year's Day
- Day before/after New Year's Day
- Floating Holiday
- Good Friday
- Memorial Day

SECTION H

In the event school is in session on any of the days listed in Section C, that particular holiday will be cancelled and employees will be required to work their regular shifts.

SECTION I

All school-year instructional assistants and library assistants employees as defined in Article I, Section D, shall receive paid holidays as follows: (9 days)

Labor Day (if school commences before Labor Day)
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before/after Christmas
New Year's Day
Floating Holiday
Good Friday
Memorial Day

ARTICLE XIV

RETIREMENT

All employees will be required to submit their resignation, in writing, to be effective on June 30, or at the end of the school-year, whichever is applicable, for the fiscal year in which the employee's 70th birthday occurs. The Board reserves their right to accept or reject resignations so submitted.

In the event the Board employs a person beyond his/her 70th birthday, it will be necessary for such an employee to submit his/her resignation annually in the same manner as prescribed in the preceding paragraph of this Article.

ARTICLE XV

MISCELLANEOUS PROVISIONS

SECTION A

The Association recognizes the right of the school to organize its work in the most efficient way possible and to innovate whenever innovation is feasible. The Association recognizes the right of the school to eliminate personnel in the interests of efficiency.

SECTION B

The school will not penalize Association members for their activities in the Association by transferring work normally performed by Association members to employees not covered by this Agreement.

SECTION C

The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

SECTION D

A copy of this Agreement will be provided to the President of the Association. A copy will also be filed as a part of the Board Policy Manual in the office of each Media Center.

SECTION E

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, this shall not invalidate any of the other articles or sections of this Agreement.

SECTION F

Employees may request in writing, attendance at professional meetings or workshops. If such requests are approved, the Board may cover established expenses. Such requests will be submitted to the immediate supervisor who will forward them to the Business Manager.

SECTION G

Employees who are required to attend In-Service Days will be paid their normal daily rate for such attendance.

SECTION H

At the completion of the probationary period, each employee covered by this contract will be assigned a position (as described in Section A, Article I), a classification (as described in Section C thru E, Article I), and a salary class and step within that class (as indicated in Article XVI).

At the beginning of each school year thereafter, each employee will receive a notice of his/her continued assignment and step. This assignment will remain in effect until the following July 1, except in the event of a job transfer when the position, the classification and the salary class/step of the employee will be changed if applicable. Any employee working at least two-thirds of a given year will advance to the next step on the salary schedule on the first July 1 following permanent status placement.

Upon receipt of the notice, the employee will be granted a two week period in which to review his/her job status as described in the above paragraph. Any grievance filed under this section must be filed within this two week period.

ARTICLE XVI

POSITION CLASSIFICATIONS

Commencing with the first year of this contract and for the entire term of this contract, an employee within a designated skill level or classification may be recommended for placement in any higher classification by the employee's administrative supervisor, irrespective of the fact that the employee is a full-time or school-year employee. Final evaluation and approval to be determined by the Superintendent. This provision shall supersede any conflicting provisions of this agreement.

CLASS I

Characteristics of the Class

Under immediate supervisor or administration supervision, these employees perform secretarial, clerical, and assistant functions of a generally routine nature including the operation of general office machines.

Desirable Minimum Qualifications

Training and Experience

Three years of successful high school training. Enrollment in the Co-operative Training Program during the senior year is desirable but not required.

Knowledge, Abilities and Skills

General knowledge of office practices and procedures, grammar, spelling, and correspondence. Ability to deal courteously with school children, school personnel and the general public. Ability to exercise some independent judgment in dealing with day to day occurrences, referring the more complicated problems to the supervisor. Average skill in the operation of a typewriter and related office equipment.

CLASS II

Characteristics of the Class

Under immediate supervisor or administrator supervision, these employees perform secretarial, clerical, and assistant functions of a generally routine nature including the operation of general office machines.

Desirable Minimum Qualifications

Training and Experiences

Graduate from High School with courses in typing and commercial subjects.

Knowledge, Abilities, and Skills

Knowledge of office practices and procedures, grammar, spelling, and business correspondence; some knowledge of the operations and programs of the school system.

Ability to deal effectively and courteously with school children, school personnel and the general public; ability to type at a prescribed rate of speed; ability to work accurately with figures; ability to exercise independent judgment.

Skill in the operation of a typewriter and pertinent office equipment; some skill in business mathematics.

CLASS III

Characteristics of the Class

Under general administrator supervision, these employees perform responsible secretarial and clerical functions of limited complexity and variety, following prescribed procedures and methods which are usually standardized. Moderate initiative and independent judgment in making decisions and proceeding in the absence of immediate supervision are sometimes required.

Desirable Minimum Qualifications

Training and Experience

Graduate from high school with courses in typing and commercial subjects supplemented by at least one year of responsible clerical experience or an equivalent combination of training and experience.

Knowledge, Abilities, and Skills

Good knowledge of office practices and procedures, grammar, spelling, and business correspondence; some knowledge of the operations and program of the school system.

Ability to deal effectively and courteously with students, school personnel and the general public; ability to type at a prescribed rate of speed; ability to work accurately with figures; ability to exercise independent judgment.

Skill in the operation of a typewriter, and other pertinent office equipment; some skill in business mathematics.

CLASS IV

Characteristics of the Class

Under general administrator supervision, these employees perform moderately complex and responsible bookkeeping and/or secretarial-clerical work requiring considerable initiative and considerable independent judgment in making decisions on a variety of problems in accordance with established policy and procedures. These employees may be called upon to supervise the work of subordinate personnel.

Desirable Minimum Qualifications

Training and Experience

Graduate from high school with commercial courses supplemented by at least five years of successful diversified office experience, of which at least two years shall have been in school operation; or an equivalent combination of training and experience. Additional courses beyond high school graduation in the area of accounting and bookkeeping will be required for those employees who will be performing bookkeeping and/or accounting functions.

Knowledge, Abilities, and Skills

Good knowledge of modern office procedures and practices; good knowledge of business English, spelling, grammar, and business correspondence; good knowledge of the operation and program of the school system.

Exceptional ability to deal effectively and courteously with school personnel, students, and general public; ability to type rapidly and accurately; ability to plan, assign, supervise and inspect the work of clerical subordinates; ability to design and maintain clerical methods and forms; ability to make work decisions in accordance with rules and regulations and departmental policies.

Considerable skill in the application of modern practices and techniques and in the care and use of routine office machines and equipment.

Comprehensive knowledge of bookkeeping principles and practices is required of those employees performing such functions.

ARTICLE XVII

SALARY SCHEDULE

Employees will advance to the next step on the salary schedule on July 1 of each year, within guidelines of Article XV, Section H.

1993-94 Salary Schedule

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1	\$7.09/hr.	\$7.16/hr.	\$1,302/m.	\$1,553/m
2	7.71	7.75	1,427	1,695
3	7.97	8.23	1,514	1,785
4	8.25	8.66	1,609	1,887
5	8.49	9.12	1,697	1,976
6	8.76	9.57	1,781	2,066
7	9.08	9.86	1,830	2,119
8	9.41			

1994-95 Salary Schedule

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1	\$7.30/hr.	\$7.37/hr.	\$1,341/m.	\$1,600/m
2	7.94	7.98	1,470	1,746
3	8.21	8.48	1,559	1,839
4	8.50	8.92	1,657	1,944
5	8.74	9.39	1,748	2,035
6	9.02	9.86	1,834	2,128
7	9.35	10.16	1,885	2,183
8	9.69			

1995-96 Salary Schedule

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1	\$7.52/hr.	\$7.60/hr.	\$1,381/m.	\$1,648/
2	8.18	8.22	1,514	1,798
3	8.46	8.73	1,606	1,894
4	8.76	9.19	1,707	2,002
5	9.00	9.67	1,800	2,096
6	9.29	10.16	1,889	2,192
7	9.63	10.46	1,942	2,248
8	9.98			

1. There shall be longevity pay available, effective on the employee's seniority date, for qualified employees based on the following criteria.
 - A. Employees who have completed 12 years of employment shall receive an additional wage increase based upon an amount which is equivalent to 3% of the Step I pay scale within the respective employee's classification. The qualification for and payment of this additional wage shall be made in accordance with the same guidelines that have been utilized in the past with respect to an employee's qualification for a Step increase.
 - B. The longevity pay of 3% as determined in subparagraph A hereof shall continue during the employee's 14th and 15th year of service.
 - C. Upon completing 15 years of employment, the employee shall be entitled to an additional wage increase equivalent to 5.5% of the Step I pay scale within the respective classification of the employee. Qualification for and payment of this increase shall be

in accordance with the same procedures employed with respect to an employee's eligibility for a Step increase. Thereafter employees with more than 15 years seniority shall be entitled to longevity pay as above computed, at the rate of 5.5% of the Step I pay scale within the respective classification of the employee.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement is the complete agreement between the parties and shall become effective on July 1, 1993 and remain in effect until June 30, 1996 and from year to year thereafter; provided, however, that either party may request the reopening of negotiation by serving the other party with written notice of such request by April 1, 1996 or any April 1 thereafter.

BOARD OF EDUCATION NEGOTIATION COMMITTEE

<u>Nancy Sullivan</u>	<u>9-13-93</u>	<u>Nancy L. Moore</u>	<u>9/13/93</u>
Business Manager	Date	Board Represent.	Date

FREMONT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

<u>Diana Datin</u>	<u>9-15-93</u>	<u>Cecily Ward</u>	<u>9-15-93</u>
FAEOP Negotiator	Date	Association Rep.	Date
<u>Cathy Moore</u>	<u>9-15-93</u>	<u>Evelyn H. Reed</u>	<u>9-15-93</u>
Association Rep.	Date	Association Rep.	Date
<u>Joan Smalligan</u>	<u>9/15/93</u>		
Association Rep.	Date	Association Rep.	Date
<u>Barbara L. Becker</u>	<u>9-15-93</u>		
Association Rep.	Date	Association Rep.	Date

BOARD OF EDUCATION

<u>Douglas M. Hansen</u>	<u>Harold J. Schmittman</u>
President	Secretary

EXHIBIT "A"

FREMONT PUBLIC SCHOOLS

Payroll Deduction Request/Authorization

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TO: Fremont Public Schools Payroll Department:

The FAEOP membership has granted permission to their current officers to authorize payroll deductions for the purpose of union dues according to the attached schedule. This authorization is good for only one year, and a new list and schedule must be submitted by September 1 of each school. The membership holds Fremont Public Schools harmless against any claims or liability which may arise out of or by reason of this request/authorization.

Effective Date: _____

Remit Deductions To: _____

FAEOP President _____ / _____
signature date

FAEOP Treasurer _____ / _____
signature date

=====

Approved by: _____ Date _____
Business Manager

mh/wp/parent/Secy

F.A.E.O.P. GRIEVANCE REPORT FORM

SUBMIT TO YOUR SUPERVISOR

NAME OF GRIEVANT _____ DATE _____

BUILDING _____ ASSIGNMENT _____

STEP I

A. Date grievance occurred _____

B. Statement of Grievance _____

C. Section and page of F.A.E.O.P. agreement (allegedly) violated _____

D. Relief Sought _____

Employee Signature _____ Date _____

F.A.E.O.P. President Signature _____ Date _____

E. Disposition by Supervisor _____

Supervisor Signature _____ Date _____

F. Position of Grievant and/or Association _____

STEP II

A. Date Received by Board of Appeal (Superintendent) _____

PLEASE NOTE: If additional space is needed in reporting Sections B, 1 and 2 of Step I, attach an additional sheet.)

B. Disposition of Board of Appeal (Superintendent) _____

Superintendent Signature _____ Date _____