

6/30/97

CONTRACT BETWEEN
THE BOARD OF EDUCATION OF THE CALEDONIA COMMUNITY SCHOOLS
AND THE
CALEDONIA SECRETARIES AND LIBRARIANS ASSOCIATION
1994 - 97



Caledonia Community Schools

OFFICIAL COPY

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THIS AGREEMENT made and entered into this 15th day of November 1994 by and between the Board of Education of the Caledonia Community Schools (herein called the Board) and the Caledonia Secretaries and Librarians Association (herein called the Association).

ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative: including all full-time and regularly scheduled part-time secretarial/clerical and non-certified librarian positions (principal duties of which are as a secretary, clerk, receptionist, data input operator, or typist) in the school district. Excluding central office, community education secretarial/clerical personnel and all non-instructional school aides. Also excluding supervisors and all other employees.

B. Nothing contained herein shall be construed to prevent any individual secretary or librarian from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representatives have been given an opportunity to be present at such adjustment.

ARTICLE II - BOARD RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves 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 of United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
3. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited by the specific and express terms thereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution of the United States.

ARTICLE III - EMPLOYEE RIGHTS

A. The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statues pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

B. The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

C. Association Membership: As a condition of continued employment, all employees shall be members of the Association.

D. No employee shall be disciplined, reduced in compensation, suspended or terminated without just cause.

E. The Association shall have the right to use normal internal school mails. Such use shall not cause the district to make extra trips or incur additional expense.

F. The Board agrees to make available information necessary for bargaining and processing grievances. Such information shall be limited to reasonable requests for already assembled information that is part of the public record, and the Association shall pay the reproduction costs.

G. The Board agrees to provide a copy of this Agreement to each employee.

H. Employees being disciplined shall be entitled to Association representation.

I. Bargaining unit members shall not suffer a lay-off or discrimination of hours as a result of the Board's giving work to other persons, unless the regular employees, are unable or unwilling to work, or an emergency exists.

ARTICLE IV - GRIEVANCE PROCEDURE

Any secretary/librarian or the Association may file a written grievance if there is cause to believe that there has been a violation of the Master Agreement. Grievances shall be processed in the following manner:

A. Be presented in a timely manner as described below. By mutual written agreement, these time limits may be extended.

B. First be discussed with the administrator in an attempt to resolve the problem or alleged violation. This discussion must take place within ten (10) working days of the alleged violation.

GRIEVANCE STEPS:

STEP 1:

Within five (5) working days of the discussion with the administrator, if not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing and submitted to the administrator. This written grievance is to contain:

A. A specific statement of the facts upon which the grievance is based. This statement shall be included in all successive steps.

B. Specific article (s) and/or section (s) of the contract which have been allegedly violated.

C. The relief sought by the grievant.

D. Signature (s) of the grievant (s).

The administrator will respond in writing within five (5) working days of receipt of the written grievance.

STEP 2: (SUPERINTENDENT)

A. If the written disposition of the grievance is not considered satisfactory, it may be submitted to the Superintendent of Schools within five (5) working days after receiving the written disposition from the administrator. At the second level of the grievance procedure, a full investigation of the matter and discussion of it with the representative of the Association and the grievant will be conducted by the Superintendent. The Superintendent will issue a written disposition of the grievance within five (5) working days of the appeal to this level.

STEP 3: (MEDIATION)

A. If the Association is not in agreement with the disposition of the Superintendent, the Association may request mediation assistance from the offices of the Michigan Employment Relations Commission. Such request must be initiated within five (5) working days of receipt of the Superintendent's disposition. Should the mediation process fail to bring about resolution, the Association may within five (5) working days of the mediation session file a written request for review by the Board of Education. It is expressly understood that any recommendation given by the mediator is advisory in nature and shall not be binding upon the parties.

STEP 4: (BOARD OF EDUCATION)

A. If the disposition given in level 3 is not satisfactory, the matter may be appealed to the Caledonia Community Schools Board of Education for further review. The appeal to the Board must be made within five (5) working days after the receipt of

the written disposition of the Superintendent of Schools. The appeal is to include a copy of the grievance as submitted at previous levels.

B. No later than its next regularly scheduled meeting, the Board shall receive the grievance if it has been presented at least eight (8) working days prior to the meeting. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The secretary of the Board shall render the Board's decision in writing within ten (10) school days after the Board hears the grievance. Any expenses incurred through the grievance procedure shall be borne by the party incurring them.

ARTICLE V - HOURS, HOLIDAYS, ACT OF GOD DAYS AND VACATIONS

A. Hours

The number of hours of work for employees will be defined according to the particular position. An employee shall be entitled to at least that amount of work for the school year. Compensatory time off may be arranged in accordance with the rules and regulations of the Michigan Department of Labor. During vacation periods (Christmas, spring and summer), the hours will be set by the building administrator. If an employee works in excess of their regularly scheduled hours, or during vacation periods (Christmas, spring and summer), pending administrative approval, the employee may elect to either take compensating time off or hourly pay for those hours.

B. Holidays and Act of God Days

Employees shall be paid but not required to work on the following days if the employee works on the scheduled work day before and the first scheduled work day after the holiday:

| | |
|--------------------------|----------------|
| July 4 * | Christmas Day |
| Labor Day | Good Friday |
| Thanksgiving Day | New Year's Day |
| Friday after | Memorial day |
| Thanksgiving Day | |
| Day before Christmas day | |

*If an employee's authorized work year extends to at least June 30, he/she will receive the normal daily pay for the July 4, holiday.

If school is scheduled on Good Friday, the employee will be required to work but the option of compensating time or hourly pay will be allowed. Employees will be paid for the above holidays if they work or are on approved leave on the last scheduled work day before and the next scheduled work day after the holiday. Holiday pay will not be forfeited if an Act of God prohibits an employee from returning from a vacation or other approved leave. In these cases, employee will lose pay only for the amount of time he/she is unable to work due to the particular circumstances.

C. The State of Michigan furnishes our school district with funds for operation and they mandate that our students are in attendance for a specified number of days. This number may vary but it will not affect our policy on act of God days. An act of God day is defined as a day which children are not brought to school due to conditions, such as weather, which are beyond the control of the board of education. In the event that school is canceled or delayed due to act of God, employees will not be required to report for work and they will receive compensation for their regular daily pay. This is true until the school district reaches the point (state specified number of days) where such days need to be made up in order to receive state aid (funds). After this point, employees will not be required to work on act of God days, and will not be paid for them. Employees will be paid for the days after they are made up. For example, if the

board of education schedules 181 days of student instruction and the state of Michigan says we need to have a minimum of 178 days of instruction, this translates to the fact that employees will receive a maximum of three days where they will not have to report to work and they will be paid. Should there be a fourth (or more) act of God day(s), however, employees will not report for work. The difference on the fourth (and successive) act of God days is that employees will not receive pay for them. The school board will schedule make up days to the extent of the original calendar and employees will be paid for those days after they work them. In the past, some individuals and groups have had the option of working it out with the supervisor wherein they may come in and work on the act of God day and receive a compensating day off at a later date. These arrangements are to be left up to the supervisor and the particular employee(s)

D. Employees working beyond their normal number of weeks (42 weeks per year unless otherwise defined) will receive a premium pay of \$.15/hour for any hours worked during those additional weeks.

E. Vacations - Each secretary and librarian covered in this Agreement that works a full assigned school year shall have one (1) week vacation after one (1) year employment; two (2) weeks vacation after four (4) years of employment; and three (3) weeks vacation after eight (8) years of employment. A week is considered to be five days.

F. Tuition Reimbursement

Each secretary will have available college tuition reimbursement following the guidelines specified in the teachers' master agreement. Reimbursement will be for classes related to the employee's field.

ARTICLE VI - INSURANCE

A. It is expressly recognized that the insurance plan provided by this article is offered subject to the rules and regulations of the insurance underwriter (s). The Board's sole responsibility is to provide the appropriate premium rates to eligible employees.

B. The Board will provide 100% of the premium for full-time secretaries/librarians, for M.A.S.B. S.E.T. Ultra Med B with Med Check.

C. The Board will provide 100% of the dental premium for all full-time secretaries. The plan is SET Ultra Dent.

D. The Board will provide premium for SET Ultra Vision (plan parallel to other support groups)

E. The Board will provide \$40,000 of term life insurance per secretary

F. Any employee who opts not to take the health insurance will have the option of having an amount equal to the single subscriber health premium placed into a tax sheltered annuity, other financial investment vehicle, or as regular taxable income. If an investment vehicle such as a tax sheltered annuity is chosen, it must be one of the board approved companies.

1. Eligible employees will have their premiums paid on a 12-month basis
2. Coverage will terminate on the effective date of resignation or upon exhaustion of individual sick leave.
3. Premium payment will be prorated for part time employees.

ARTICLE VII - LEAVES

A. Sick Leave and Bereavement Leave

Each secretary and librarian shall be granted ten (10) sick leave days each school year. The following qualifications apply to sick leave:

1. Sick leave may accumulate to a maximum of 180 days.
2. Sick leave days may be used for personal illness of the employee, the employee's spouse, children, or parents and other individuals residing for an extended period of time in the employee's household. Illness in the immediate

family (spouse, child or parent) is not to exceed five (5) days per school year, except with the approval of the school administration.

3. Bereavement Leave-Up to five (5) days per school year may not be charged against accumulated sick leave due to death in the immediate family. Immediate family includes parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, in-laws, spouses and individuals residing for extended period of time in the household. One of these five (5) days per school year may be used to attend the funeral of someone not in the immediate family. At the district's discretion, additional days may be granted.

B. Leaves with pay.

Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. Absence when a secretary or librarian is called for jury service. The employee will be paid for the hours normally worked, less the per diem jury duty pay, not including mileage expense.
2. Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any proceeding.
3. Approved attendance at conferences, workshops, or in-service meetings related to employee's work.

C. Leaves without pay

Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period of not to exceed one (1) year for the following reasons:

1. The conditions at home require the employee to remain at home.
2. Personal illness on the advice of a physician (beyond accumulated sick leave).
3. Employee shall not receive credit on the salary schedule for the year's leave of absence, and seniority shall be frozen during such leaves.
4. The following miscellaneous provisions shall apply in regard to absences:
 - a. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
 - b. The Superintendent of Schools may certify the legitimacy of a claim for compensation for absence.
 - c. Any regular employee of the school system who in the line of duty incurs an injury for which the employee receives compensation under the Worker's Compensation Act or other insurance plans paid by others, will be paid during the period of disability the difference between the salary and the amount received under the applicable insurance plan, provided that said additional compensation is valid by law and payable only if said additional compensation will not reduce the amount of compensation received the secretary under the applicable insurance carrier; provided further, that said addition to compensation will not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in the Article. The employee will not lose earned sick leave time for that percentage of time compensated under the applicable insurance plan.
 - d. An employee may request in writing for an unpaid maternity leave of absence for a period up to one (1) year. The employee may commence said leave at her option anytime after written confirmation of pregnancy by her doctor. The granting of a maternity leave will in no way interrupt seniority and salary rights and reinstatement shall be to the employee's former or similar position.

D. Personal Days: Each employee will be granted two days off with pay per contract year for personal reasons. These days are non cumulative and are to be used with appropriate

discretion. Requests for personal days must be made through the supervisor and, where possible, with two weeks lead time.

E. All leaves are considered time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this leaves policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and may further forfeit rights under this policy unless reinstated in good standing by the supervisor. Violations of this leave policy may constitute grounds for dismissal.

F. Family and Medical Leave Act - Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation.

ARTICLE VIII - PROBATIONARY PERIOD

A secretary beginning his or her first service with Caledonia Community Schools shall be deemed to be in a probationary status. The probationary period shall be sixty (60) working days taken from and including the first day of employment. If at any time prior to the conclusion of the sixty (60) day probationary period the employee's work performance is of unacceptable quality, he or she may, upon the recommendation to the Superintendent (or his designee), be subject to immediate dismissal. Upon recommendation to the Superintendent (or his designee) by the building administrator, the employee's probationary period may be extended beyond the sixty (60) day period for an additional thirty (30) working days. After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and seniority shall revert to the employee's initial day of service.

ARTICLE IX - VACANCIES AND PROMOTIONS

A. Vacancies for existing or new jobs shall be posted in each building for five (5) working days before being permanently filled.

B. When a vacancy occurs in one of the positions covered under the terms of this Agreement the Administrative Office agrees to prepare and send a bulletin listing the position, duties, qualifications and methods of application to all members covered under this Agreement.

C. Vacancies shall be filled after careful consideration is given to which candidate would be best suited for the position available. Internal applicants who are in the secretarial unit will be granted interviews as will other applicants who are not in the unit. The Board of Education retains the right to hire the candidate it judges as most suitable for the particular vacancy.

ARTICLE X - WORKER'S COMP

A. Injury/Accident Reporting

An employee injured on the job shall report such injury at once to the Administration Office and said employee's immediate supervisor. All reports must be filed at the Administration Office as soon as possible after the incident has occurred but no later than the next working day.

B. Should an employee injury require loss of time and earn the employee worker's compensation benefits' said compensation shall be reported by the employee, to the administration office immediately upon receipt.

C. An employee cannot collect both worker's compensation benefits and sick leave pay at the same time. When legally possible an employee will be compensated under the worker's compensation law rather than the employee's accumulated sick leave. Should worker's compensation be less than the worker's regular wage, the difference will be made up through available sick leave benefit.

D. The time the worker spends waiting for and receiving medical treatment shall be counted as hours worked if treated at place of work or at the employers direction, during that work day.

ARTICLE XI - REDUCTION OF STAFF

A. If a reduction of staff is necessary, layoff shall be determined by the following criteria as determined by the Board:

Seniority

Experience and qualifications

Skill, efficiency and performance as demonstrated in evaluations.

B. Seniority shall apply to the bargaining unit and shall be defined as the length of continuous service in the bargaining unit dating back to the date of hire.

1. Seniority shall apply with lay-off and recall, granting vacations, vacancies, and elsewhere as specified in this Agreement.

2. A seniority list shall be published by the district annually.

C. Recall shall be in inverse order based on the same criteria used for lay-offs as determined by the Board. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to the employee's current mailing address. A recalled employee shall notify the employer as soon as possible of acceptance or rejection and must report to work within ten (10) working days or it shall be considered a voluntary quit. The Board may fill the position on a temporary basis until the recalled employee can report to work. An employee offered a comparable position to the one previously held who declines recall to work is considered a voluntary quit. "Comparable" shall be defined as any position in the bargaining unit within the employee's ability and providing 80% or more of the previous level of compensation.

D. Employees shall remain eligible for recall for two (2) full years, after which employees shall lose recall rights.

E. Seniority shall continue to accrue during layoffs, however, such advancement shall not apply to step advancement or other benefits.

ARTICLE XII - NON-STRIKE AGREEMENT

A. The Association and its individual members agree that a "strike" is not in the interest of the children of Caledonia Community Schools. Therefore, the Association and its individual members agree not to strike.

B. As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the right, privilege or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, opinion on any matter related to conditions or compensation of public employment, or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE XIII - NEGOTIATION PROCEDURES

A. The Board hereby agrees not to negotiate with any employee organization other than the Association with respect to the wages, hours and other working conditions of the employees in the unit as defined herein for the duration of this Agreement and provided that any individual employee may, at any time, present grievances and have them adjusted without intervention of the Association if the adjustment is not inconsistent

with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

B. Not earlier than February 1, 1997, but at least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for the new agreement covering wages, hours, terms and conditions of employment of the Board's employees.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIV - SEVERANCE

Upon exit in good standing from the system, an employee who has worked in the secretarial unit for a minimum of 10 years and accumulated 100 sick days will be paid a severance amount of \$2,000 for these days. If an employee has accumulated less days than this after 10 years, he/she will receive proportionately less, i.e. \$1800 for 90 accumulated days, etc.

ARTICLE XV - PHYSICAL EXAMINATIONS

The Board shall assume the full cost of all physical examinations as it may require prior to and during employment if sent to a physician or physicians of the Board's choice.

ARTICLE XVI - WAGES

The salary for employees covered by this Agreement shall be as follows:

| Step | 1994-95 | 1995-96 | 1996-97 |
|------|---------|---------|---------|
| 1 | \$8.27 | \$8.52 | \$8.78 |
| 2 | \$8.76 | \$9.02 | \$9.29 |
| 3 | \$9.50 | \$9.79 | \$10.08 |
| 4 | \$10.28 | \$10.59 | \$10.91 |
| 5 | \$11.00 | \$11.33 | \$11.67 |
| 6 | \$11.63 | \$11.98 | \$12.34 |
| 8 | \$12.06 | \$12.42 | \$12.79 |
| 10 | \$12.38 | \$12.75 | \$13.13 |
| 12 | \$12.71 | \$13.09 | \$13.48 |
| 15 | \$13.03 | \$13.42 | \$13.82 |
| 18 | \$13.35 | \$13.75 | \$14.16 |

An employee is considered to be in a probationary status for the first sixty working days of employment (See Article VIII)

Important Note: The above wage schedule represents a freeze (steps only) in salary for the 1994-95 school year and a three percent increase in each of the last two years (95-96 and 96-97). This three percent increase is contingent on the district's ability to pay it. Should district revenues for 1995-96 fall below what they are in 1994-95, the increase in the last two years of the agreement will be 2.75%.

ARTICLE XVII - DURATION

This Agreement shall be effective July 1, 1994 and shall remain in effect through June 30, 1997, and cannot be extended orally by either party.

FOR THE BOARD OF EDUCATION

Gordon J. DeBlauy
President

John P. Furber
Bernard Hoag
Sharon A. Kelley

Negotiator Craig AH

Date of Signature 9/21/95

FOR THE ASSOCIATION

Linda Baker
President

Sharon Messel
Quana L. Snyder

Date of Signature 4/28/95

