



**2010-
2012**

LAKE FENTON COMMUNITY SCHOOLS

*MASTER CONTRACT
BETWEEN THE
BOARD OF EDUCATION
LAKE FENTON SCHOOL DISTRICT
AND THE
LAKE FENTON
SECRETARIAL ASSOCIATION
EMPLOYEES*

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ARTICLE I - AGREEMENT

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

ARTICLE II - RECOGNITION

- A. The Board of Education recognizes the Lake Fenton School Secretarial Association as the exclusive bargaining representative of the regular full-time employees who hold operational assignments in the areas of secretarial, clerical and paraprofessional services, excluding Central Office Personnel and all other school employees. The classification of a non-mandated health care aide will not be included in this bargaining unit.
1. The term "full time employee" means one who works at least forty (40) weeks per year and at least six (6) hours per day or thirty (30) hours per week.
 2. Part-time employees and substitutes are not entitled to fringe benefits, and they are not covered by this Agreement except for pay rate purposes.
 3. Any decisions that are made concerning contract interpretation between the Administration and the L.F.S.S.A. shall be in writing, a copy of which shall be forwarded to the Executive Committee Representative in accordance with the By-laws of the L.F.S.S.A.
 4. When any clerical, paraprofessional or secretarial position is filled by the Lake Fenton Administration on a permanent basis, the L.F.S.S.A. Executive Committee Representative will be notified in writing within three (3) working days.
- B. The Board and the Association agree that all information received by members of the Association during the working day is confidential material.
- C. The Board, Superintendent, Principals or other Administrative Executive Personnel shall provide that the employee receive the necessary information in regard to policies, rules, regulations and duties that are pertinent to the job and should be provided with the necessary equipment to do the job.
- D. Definition of job classifications:

PARAPROFESSIONAL:

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

CLERK:

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

SECRETARY:

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

- E. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings.

ARTICLE III - WORKING HOURS

The normal work day for all employees covered by this Agreement shall be up to eight (8) hours per day, Monday through Friday. Summer hours begin after the last teacher workday of the current school year and end the day before the first teacher workday of the new school year.

- A. ACT OF GOD DAYS- Employees must work (at no additional pay) on the official make-up day(s) or suffer a per diem loss of pay. Snow days will coincide with the teacher's contract. However, if an administrator requests an employee to work, the employee will be allowed time off with pay at a future date agreeable to both the employee and administrator.
- B. Each employee who works 8 hours per day shall be entitled to a thirty (30) minute duty free lunch period and a fifteen (15) minute break during each half day. If an employee works more than 6.75 hours but less than 8 hours they will be provided with one fifteen (15) minute break and a thirty (30) minute unpaid duty-free lunch.
- C. Number of weeks worked will be determined by Administration. If Administration needs a 40 week or more employee to work during the summer, the employee will be notified of the summer work assignment by April 1. Summer work will be compensated at the employee's regular hourly wage. Employees who have been notified of a summer work assignment but who desire the summer off, may be excused if a mutually agreeable replacement is found by May 1. If the mutually agreed substitute is of a different classification, the rate of pay will be determined by Administration. If a mutually agreeable replacement is not found by May 1, the employee must work. It is the responsibility of the employee to find a qualified candidate.

ARTICLE IV - COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. Overtime worked at the request of the immediate supervisor beyond 40 hours shall be paid at the rate of time and one-half of the regular rate or the employee will be given time off with pay in the amount of one and one-half times the hours actually worked.
- C. The following days shall be classified as paid holidays:
- | | |
|--------------------------|---------------------------|
| Christmas Eve | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Eve | Labor Day |
| New Year's Day | Thanksgiving Day |
| Mid-Winter Break (1 day) | Friday after Thanksgiving |
- D. If a paid holiday falls during a vacation period, it will not count as a vacation day, and one (1) day may be added to the employee's vacation time.
- E. Secretaries, Clerks and Paraprofessionals will be paid on an hourly basis for the actual days worked from the first work week through the last week of their work year on a bi-weekly basis.
- F. An employee engaged during the working day in negotiations on behalf of the L.F.S.S.A. with any representative of the board or participating in any grievance negotiations shall be released from regular duties without loss of salary.
- G. Each employee, at the discretion of the Board of Education, is eligible to attend conferences, workshops, etc., pertaining to his/her job and be reimbursed his/her mileage, meals, registration, and housing.
- H. Funeral Leaves - An employee may use one (1) day from their sick days for the death of a relative outside of their immediate family. An employee may use up to five (5) days from their sick days for each death in their immediate family.
- Immediate family includes: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, and stepchildren.
- I. Mileage - All employees covered by this Agreement will receive compensation for business related travel at the IRS allowable rate.
- J. WINTER BREAK DAYS - One day will be considered a holiday. Anything in excess of one day will not be a "work" day unless school is held to make up a snow day which will then mean all L.F.S.S.A. employees shall work their regular shift. However, buildings will be open for those who want to work. Note: If the current law regarding snow days is amended or revoked, automatically this

clause reverts to the language in the contract covering snow days (ARTICLE III - A).

- K. During the duration of this agreement, association members with 11 - 15 years of service will receive \$125 longevity pay yearly. Association members with 16 - 20 years of service will receive \$225 longevity pay yearly. Association members with 21 - and up years of service will receive \$325 longevity pay yearly.
- L. The Board agrees to reimburse employees up to a maximum of \$300 for successful completion of educational courses pertinent to the employees' position. All coursework must be approved by the Superintendent prior to course registration.

ARTICLE V - VACATIONS

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

- A. Employees working 40 or more weeks shall receive paid vacation as follows:
 - 1. One (1) week for employees after one (1) year in the unit.
 - 2. Two (2) weeks for employees after five (5) year's experience in the unit.
 - 3. Any employee hired after the official starting date of a school year will accrue vacation days on a pro-rated basis, earning one (1) day for every two months worked.
 - 4. Winter Recess, Spring Break, or days following the normal work year will be used for vacation days.
- B.
 - 1. Vacations for employees will be paid on the basis of the hours per week the employee worked during the year the vacation was earned.
 - 2. An employee working five consecutive summers will be eligible for one additional week of vacation
 - 3. An employee working fifteen consecutive summers will be eligible for one additional week of vacation, not to exceed four total weeks.
- C. Requests for vacation days during the school year will be considered.
- D. Vacation eligibility is based upon the school's fiscal year, which runs from July 1 to June 30th. Unused vacation days will not be accruable from year to year.

ARTICLE VI - VACANCIES AND NEW POSITIONS

- A. In the event of a vacancy or a new position in the clerical, para-professional or secretarial area, the Superintendent's Office will post the position for seven (7) business days. Also, the L.F.S.S.A. Chairperson will be notified in writing of the vacancy or new clerical position. Any employee covered by this Agreement may apply in writing for the position and have a personal interview upon request. Consideration will be given to each applicant. If, in the judgment of the Administration, a qualified candidate is not available in the system, the Administration reserves the right to hire from outside the system.
- B. Upon consultation with the Association, a new employee may be considered for and placed on 2nd step (Clerical-Paraprofessional) or 3rd step (Secretarial) if his/her qualifications and experience warrant such consideration. New employees will be on a probationary status for a period of ninety (90) days (excluding Winter Recess and Spring Break) and will not be eligible for fringe benefits during this time.
- C. The probationary employee shall be notified in writing by the Administration at the end of the probationary period. The evaluation of work and status as an employee shall be made at that time.
- D. After a permanent employee has been hired, the L.F.S.S.A. Chairperson will be notified in writing the name of the employee, the classification, and what salary step the employee is to be paid.
- E. If an existing position is to be reclassified, the L.F.S.S.A. Chairperson will be notified in writing. This reclassified position then will be treated as a new position. In the event of up-grading a position, all positions of the same classifications and similar responsibilities will be reviewed for possible reclassification.

ARTICLE VII - DISMISSAL AND TERMINATION PROCEDURE

- A. In the event an employee is dismissed for cause, the Administration shall notify the individual in writing as to the reason.
- B. An employee leaving the employment of the school system shall give a minimum of (2) two weeks notice of leaving, or else forfeit any benefits due.
- C. Payment of sick days - After ten (10) years of service in the unit, accumulated sick days, up to sixty (60) days, shall be paid \$25 per day upon terminating Lake Fenton Community Schools employment.

ARTICLE VIII - LEAVES OF ABSENCE

A. SICK DAYS

Employees covered by this contract shall be granted one (1) day sick leave per month worked plus one additional day per year. Month's work equals any month in which an employee is scheduled to work and/or draws pay for ten (10) days or more. Unused sick leave shall accrue to 105 days.

B. PERSONAL DAYS

The maximum of four (4) days sick leave may be used for personal business. Personal days must be to transact business, which cannot normally be handled outside school hours, such as medical and dental appointments. Application for personal leave must be made in writing stating the reason such absence, and request is subject to approval of the Administration. The request must be made three (3) days in advance of the requested day, except in the case of an emergency.

C. MEDICAL / CHILD CARE LEAVE

The Board may grant a leave of absence in accordance with the Family Medical Leave Act (FMLA). Beyond the twelve (12) week period, the leave, without pay or fringe benefits, may be extended at the discretion of the Board.

D. ILLNESS LEAVE

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

E. SPECIAL LEAVES OF ABSENCE (30 TO 90 DAYS)

Sometimes very extenuating circumstances prevail regarding employees which necessitate a short leave of absence of less than one (1) month, nor longer than three (3) months. The Board may grant such a leave after evaluating the petition. Should such a leave be granted, the employee retains only his/her seniority. All wages and benefits are excluded during this period of time, however, the employee may continue in his/her benefit coverage plans at his/her own expense subject to the terms of the carrier. Reinstatement to his/ her former position will be granted on return from such a leave.

ARTICLE IX - REDUCTION AND RECALL OF PERSONNEL

Seniority shall be computed on the basis of the employees hiring date into the bargaining unit or on the date of assuming a higher classification whichever is appropriate as outlined below.

- A. In any necessary reduction of the employees in this bargaining unit, which includes secretaries, clerks, and paraprofessional, employees with greater seniority with-in classification and meet the job description, shall be given priority

over employees with less seniority in the same classification and meet job description. Employees shall not displace other employees from other classification within this bargaining unit.

- B. Employees to be laid off for an indefinite period of time shall receive two (2) weeks notice of layoff, in writing by the Board, whenever possible. The Association committee shall receive a list from the Board containing the names of employees to be laid off on the same date that the employee is notified. When an employee is on layoff, he/she will remain on the recall list equal to the length of active employment or up to the maximum of two (2) years.
- C. In the event recall of personnel occurs:
 - 1. Employees in a lower classification or on layoff because of a reduction in personnel will be offered recall to their former classification.
 - 2. Employees who are laid off will then be offered recall to their former classification.
- D. Notice of recall shall be sent to the employee at his/her last known address by certified mail. Every employee shall be required to notify the board of his/her intent to return to work within the two (2) working days after receipt of the recall notice. If the employee fails to report for work within ten (10) working days from the date of the notice of recall, he/she shall be considered terminated. Under extenuating circumstances, exceptions shall be made by mutual agreement, such as a phone call etc., to expedite acceptance of recall.
- E. If a position is reduced to less than 30 hours causing ineligibility for benefits, said employee may follow same procedures as for layoff as outlined above, regarding displacement of another employee with less seniority in that classification.

ARTICLE X - INSURANCE

- A. The Board shall provide a short-term disability program. The Board's cost of such program shall not exceed \$15.40 per month per qualifying employee. Any program selected and premium not covered by the above cost (\$15.40), the difference in premium will be covered by payroll deduction. The selection of the short-term disability carrier will be mutually agreed upon. Any savings will be distributed within the organization's contract in the cash option in lieu of this benefit.
- B. During the full term of this agreement, the employer will pay the full premium for the cost of a single subscriber toward Health Plus, or Blue Cross / Blue Shield high deductible plan. The district will cover the cost of the HRA or HSA for the 2010-11 and 2011-12. If in order for the district to be eligible to receive the "Best Practice" funding for School Aid it requires the members of all contract groups to pay 10% of insurance premiums, the secretaries shall begin paying 10% at the

same time other groups switch to make the district eligible to receive the funding. An employee with a two person or full family coverage must pay not more than \$50 per month for health insurance. Any secretary/clerk hired after June 30, 2011 shall be provided health care insurance as a single subscriber only to the carrier the district uses to provide health care. Para's hired after June 30, 2011 shall not be provide health care. The employer shall provide a cash option in lieu of health benefits to any employee not taking health coverage. The cash option will be: 2010-11 \$125 per month and 2011-12 \$135 per month.

- C. The Board shall provide group term life insurance protection in the amount of Twenty-Five Thousand (\$25,000) Dollars that will be paid to the employee's designated beneficiary (AD & D included).
- D. The Board shall provide, without cost to the employee, the MESSA/DELTA Dental Plan Auto + with Orthodontic Rider 0-8, including internal and external coordination of benefits (CCB) or comparable for all employees of the bargaining unit and their eligible dependents. The employer shall provide cash option equal to the amount paid for dental coverage for any employee not taking dental coverage. If a self-insured program is implemented, the parties shall meet and determine mutually the amount of the annuity.
- E. The Board will contribute a maximum of \$60.00 per year per employee toward a mutually agreed upon vision care program.
- F. The Board will not make payments of premiums for any insurance for any employee while such employee is on a leave of absence of any kind beyond their accumulated sick days. All insurance premiums cease the month during which the employee ceases to be an employee.

ARTICLE XI - GRIEVANCE PROCEDURE

A. DEFINITION:

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

B. PROCEDURE:

- 1. An employee having a specific grievance may present it orally to his/her supervisor.
- 2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor within fifteen (15) working days of the act or condition that caused the alleged grievance. The employee shall specify the provision of the contract that is violated and the remedy requested.

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

ARTICLE XII - MISCELLANEOUS PROVISIONS

A. NO STRIKE

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

B. WAIVER CLAUSE

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

C. **PAST PRACTICES**

This agreement shall supersede any rules, regulations or past practices of the Board.

D. **SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. **COPIES**

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

ARTICLE XIII - DURATION - SIGNATURE PAGE

This agreement shall be in effect from July 1, 2010 through June 30, 2012

FOR THE LAKE FENTON
BOARD OF EDUCATION:

FOR THE LAKE FENTON
SECRETARIAL ASSOCIATION:



President




L.F.S.S.A. Chairperson



Vice President



L.F.S.S.A. Chairperson



Secretary





Treasurer

June 13, 2011
Date

June 13, 2011
Date

SALARY SCHEDULE - SCHEDULE A
(HOURLY RATES)

<u>SECRETARIAL</u>	<u>2010-11</u>	<u>2011-12</u>
STEP 1	\$12.34	\$12.47
STEP II	\$12.63	\$12.75
STEP III	\$12.96	\$13.09
STEP IV	\$13.29	\$13.42
STEP V	\$13.60	\$13.74

<u>CLERICAL & PARAPROFESSIONAL</u>		
STEP I	\$10.64	\$10.74
STEP II	\$11.08	\$11.19
STEP III	\$11.39	\$11.51
STEP IV	\$11.71	\$11.82
STEP V	\$12.04	\$12.16

NOTES:

1. The full time Library Clerk in the high school will be paid an extra \$10.00 per day when the certified high school librarian is absent for the day, i.e. illness or conference. If the certified librarian absences extend for five consecutive work days or more, without a certified librarian substitute, the Library Clerk will receive an additional \$25 per day beginning on the sixth consecutive day of the absence. Beginning with the eleventh consecutive work-day and thereafter, without a certified librarian substitute, the Library Clerk will receive an additional \$40 per day.

1% retro for 2010-11 and 1% for 2011-12. Contract Reopener; If the Lake Fenton Community Schools Basic Foundation Grant is greater than \$7,671 for the school year 2011-12 the contract shall reopen for salary only. The secretaries, clerical and paraprofessionals shall receive a percent increase equal to the percent increase the district receives above the \$7,671 up to a maximum of 1%.

SENIORITY

(updated July 25, 2011)

NAME	SENIORITY DATE	YEARS SERVICE AS OF 6-30-2011	POSITION LOCATION
Melitta Krusina	11-07-88	22 7/12	Media Clerk Middle School
Suzanne Vadovich	8-25-94	17	Para-Pro At Risk Middle School
Opal Begley	10-30-95	15 10/12	Resp Rm Para-Pro Middle School
Mabel Glasstetter LAI D OFF 6-8-01, RECALLED 3/3/03	1-29-95	15 1/12	Para-Pro High School
Sue Holtlander	1-26-98	12 7/12	Secretary Spec Ed
Charlene Holtlander	9-01-99	12	Secretary Guidance Office
Kathy Wilkinson	3-21-00	11 5/12	Secretary High School
Sharon Mayberry	12-18-02	8 6/12	Secretary Torrey Hill
Julie Cowlier-Eichman	8-15-05	6	Media Clerk West Shore
Jackie Cornell	8-22-05	6	Para-Pro Priority 1 High School
Sue Metzger	4-3-06	5 2/12	Clerk West Shore
Reshanda Terry	9-5-06	4	Clerk Torrey Hill
Terry Zalewski	1-14-08	3 6/12	Clerk Middle School
Gennifer Osborne	8-15-08	3	Secretary Middle School
Diane Maidment	9-1-08	3	At Risk Para Pro CI – High School

NAME	SENIORITY DATE	YEARS SERVICE AS OF 6-30-2011	POSITION LOCATION
Suzette Osminski	9-1-2010	1	Secretary West Shore

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

PART TIME SECRETARIAL SENIORITY LIST

NAME	SENIORITY DATE	YEARS SERVICE AS OF 6-30-2011	POSITION LOCATION
Shannon Culver	9-5-06	5	Title 1 Para Pro Torrey Hill
Jennifer Davis	9-1-2011	0	Athletic Secretary High School

The above named personnel are part-time only and are not entitled to any benefits except for pay purposes only through this contract.