



**2020-
2022**

LAKE FENTON COMMUNITY SCHOOLS

Master Contract
Between The
BOARD OF EDUCATION
Lake Fenton School District

AND THE

Lake Fenton
SECRETARIAL ASSOCIATION
EMPLOYEES

Table of Contents

ARTICLE I - AGREEMENT.....	1
ARTICLE II - RECOGNITION.....	1
ARTICLE III - WORKING HOURS.....	2
ARTICLE IV - COMPENSATION.....	2
ARTICLE V - VACATIONS.....	4
ARTICLE VI - VACANCIES AND NEW POSITIONS.....	4
ARTICLE VII - DISMISSAL AND TERMINATION PROCEDURE.....	5
ARTICLE VIII - LEAVES OF ABSENCE.....	5
ARTICLE IX - REDUCTION AND RECALL OF PERSONNEL.....	6
ARTICLE X - INSURANCE.....	7
ARTICLE XI - GRIEVANCE PROCEDURE.....	8
ARTICLE XII - MISCELLANEOUS PROVISIONS.....	8
ARTICLE XIII - DURATION - SIGNATURE PAGE.....	10
SALARY SCHEDULE - SCHEDULE A.....	11
SECRETARIAL SENIORITY LIST.....	12

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. Substitutes are not entitled to fringe benefits, and they are not covered by this Agreement except for pay rate purposes. Part time employees who are scheduled to work continuously and a minimum of 3 hours per day are entitled to Sick, Personal, Holidays and Act of God days based on the hours worked on an 8-hour day within the secretarial contract. Part-time employees are not entitled to other fringe benefits provided in the contract except they are covered by this agreement 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.

MEDIA CLERK:

A Media Clerk is a person who works under supervision (sometimes with groups of children) doing a job that requires 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, memos, as well as other Secretarial duties as assigned by administrator; 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 shall be allowed the first six (6) Act of God days off with pay. If an employee wants to be paid for additional Act of God days during a school year, they may use personal, comp or vacation time. Sick time may be used if the employee does not have any personal, comp or vacation time to use. The employee may work on those days with the permission of the building principal.
- 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.
- D. By June 1st of each year, the building administrator will meet with the building secretaries(together) to discuss job responsibilities for the following school year.

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 (per calendar) | 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, Media 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. 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.
- G. Bereavement Days – An employee with a minimum of one (1) year of service shall be given a maximum of three (3) days for purposes of bereavement for an immediate family member.
- 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.
- H. Mileage - All employees covered by this Agreement will receive compensation for business related travel at the IRS allowable rate.
- I. MID-WINTER BREAK DAYS – Per Calendar Schedule.
- J. MERIT PAY – Each employ in the group shall be provided with a merit pay stipend of \$150 if they receive ratings of “highly effective” or “effective” in all areas of their annual evaluation. This pay shall be included in their last pay in June of each year.
- K. During the duration of this agreement, Association members with 8 -10 years of service will receive \$225 longevity pay year. Association members with 11 - 15 years of service will receive \$325 longevity pay yearly. Association members with 16 - 20 years of service will receive \$425 longevity pay yearly. Association members with 21 - and up years of service will receive \$525 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. Must be used by June 30th of each year.

- 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) years 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. Vacations for employees will be paid on the basis of the hours per week the employee worked during the year the vacation was earned.
- 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. When a current school employee from another

negotiated contract group is hired for a position within this contract, the ninety (90) day probation period will be reduced to sixty (60) days.

- 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) 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 \$30 per day upon terminating Lake Fenton Community Schools employment.
- D. Employees may after ten (10) years of service opt to cash out up to five (5) sick days per year at a rate of \$30 per day.

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. Personal days may be used only on scheduled days of work.

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, media 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.
 - a. 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.

- b. 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.
- B. The employer will pay up to the allowable amount allowed per PA 152 during the term of this contract for health care insurance. Any secretary/media 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 provided health care. The employer shall provide a cash option in lieu of health benefits to any employee who is eligible and not taking health coverage. The cash option will be based on the number of individuals opting not to take health care. The following shall be used to determine the cash option on September 1: 0-3 employees \$140 per month, 4 or 5 employees \$150 per month and more than 5 employees \$170 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 60%/60%/60%/60% with annual max of \$1,000, including internal and external coordination of benefits (CCB) or comparable for all employees of the bargaining unit and their eligible dependents.
- E. The Board will contribute a maximum of \$60.00 per year per employee toward a mutually agreed upon vision care program. All employees eligible for vision must opt into the benefit.
- 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.

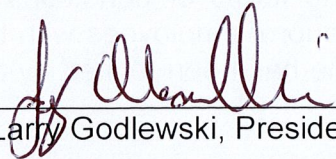
F. Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, and emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13(3) of Public Act 4 of 2011. In an emergency manager is appointed to the district, that emergency manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or reject terminate this agreement is a prohibited subject of bargaining.

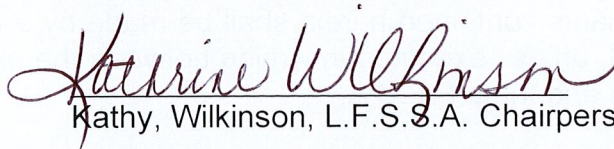
ARTICLE XIII - DURATION - SIGNATURE PAGE

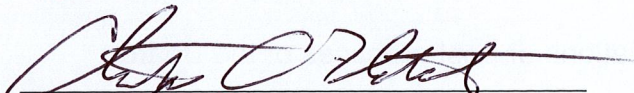
This agreement shall be in effect from February 8, 2021 through June 30, 2022

FOR THE LAKE FENTON
BOARD OF EDUCATION:

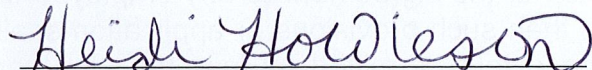
FOR THE LAKE FENTON
SECRETARIAL ASSOCIATION:


Larry Godlewski, President

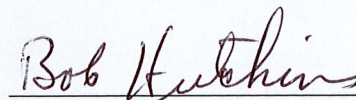

Kathy, Wilkinson, L.F.S.S.A. Chairperson


Chris Fletcher, Vice President

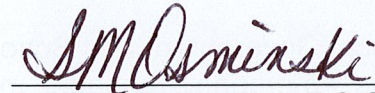

Stephanie Bauer, L.F.S.S.A. Chairperson


Heidi Howieson, Secretary


Tawna Martello, L.F.S.S.A. Chairperson


Bob Hutchins, Treasurer


Dana Rickert, L.F.S.S.A. Chairperson


Suzette Osminski, L.F.S.S.A. Chairperson

2/8/2021
Date

2/8/2021
Date

SALARY SCHEDULE - SCHEDULE A

(HOURLY RATES)

<u>SECRETARIAL</u>	<u>2020-21</u>	<u>2021-22</u>
STEP 1	14.82	15.32
STEP II	15.11	15.61
STEP III	15.46	15.96
STEP IV	15.81	16.31
STEP V	16.14	16.54

<u>MEDIA CLERK & PARAPROFESSIONAL</u>		
STEP I	13.02	13.52
STEP II	13.48	13.98
STEP III	13.82	14.32
STEP IV	14.14	14.64
STEP V	14.49	14.99

Notes:

1. The secretary responsible for payroll and finance will work up to 20 additional days in the summer
2. The secretary responsible for pupil accounting will work up to 10 additional days in the summer.
3. The additional days noted above, begin the first day following the teacher's last day of the regular school year.

SECRETARIAL SENIORITY LIST

(as of 6/30/2020)

<i>(updated Feb 22, 2021)</i>		YEARS OF SERVICE			
NAME	SENIORITY DATE	YEARS	MONTHS	POSITION	LOCATION
Suzanne Vadovich	08/25/1994	26		Para-Pro At-Risk	LFMS
Charlene Holtlander	09/01/1999	21		Secretary	LFHS Guidance Office
Kathy Wilkinson	03/21/2000	20	5	Secretary	LFMS
Jackie Cornell	08/22/2005	15		Para-Pro Priority 1	LFHS
Reshanda Terry	09/18/2006	14		Secretary	THIS
Suzette Osminski	08/12/2010	10		Secretary	Special Education
Dana Rickert	08/20/2012	7	6	Secretary	THIS
Jennifer Davis	09/12/2016	4		Athletic Secretary	LFHS
Martin Borski <i>Seniority frozen 2017-2018, recalled 2018-2019</i>	09/01/2016	3		Para-Pro Priority 1	LFHS
Alexis Harmon	06/19/2017	3		Secretary	WSES
Stephanie Bauer	1/30/2020		5	Secretary	WSES
Tawna Martello	10/5/2020 ^{Probation}			Secretary	LFHS
Allison Hunt	11/6/2020 ^{Probation}			Secretary	LFMS
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					
Amy Kopicko	08/31/2017	3		Media Clerk	LFHS
The above named personnel are part-time only and are not entitled to any benefits except for <i>pay purposes and benefit days only</i> through this contract.					