

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

BUILDING SECRETARIES

2014 - 2016

July 1, 2014 – June 30, 2016

CHEBOYGAN AREA SCHOOLS

Secretarial Personnel Agreement

I AGREEMENT

This Agreement, made and concluded this 22nd day of June, 2015, by and between the Cheboygan Area Schools Board of Education, Cheboygan, Michigan (hereinafter called the “employer”), and the Secretaries (hereinafter called the “employee”).

II RECOGNITION

The term “employee” as used in this agreement shall be understood to mean all **building level, school year** secretaries.

III GRIEVANCE PROCEDURE

A grievance shall be defined as a violation of the Board policy regarding any employee.

A. Preliminary Procedure:

A grievance may not be submitted until after a meeting has been held between the person filing the grievance and his/her supervisor to discuss the matter.

B. Step I: Supervisor Hearing

Grievances shall be submitted, in writing, and must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The supervisor receiving the grievance shall respond, in writing, within five (5) working days after receiving the grievance.

C. Step II: Superintendent Hearing

If the response of the supervisor is not acceptable to the grievant, he/she may, within five (5) working days of receiving the response, appeal the grievance to the Superintendent.

If the supervisor does not respond to the grievance within five (5) working days, the grievance may be forwarded directly to the Superintendent.

The grievance must be received by the Superintendent not later than ten (10) working days after submission of the grievance to the supervisor, or five (5) working days after receiving a response from the supervisor, whichever is later. The Superintendent shall respond to the grievance within five (5) working days after receiving it. The Superintendent will schedule a meeting with all of the parties involved. The meeting shall be scheduled within ten (10) working days of his/her receipt of the grievance and he/she shall issue a final disposition, in writing, within five (5) working days of the meeting.

D. Step III: Board of Education Hearing

If the response of the Superintendent is not satisfactory, or the Superintendent does not respond to the grievance within five (5) working days upon receipt of grievance, the grievance may be advanced directly to Step III for the scheduling of a hearing at the next regularly scheduled Board of Education meeting.

With the Board of Education hearing, the Board shall cause final disposition of the grievance to be issued, in writing, within five (5) working days after completion of the grievance hearing with the Board of Education.

This shall conclude the grievance procedure with any and all rights of the grievance being decided by the Cheboygan Board of Education.

IV
PROBATION PERIOD

- A. New employees shall be on probation for a minimum of **one-hundred twenty (120)** working days. During this period, the employee may be released from employment for any reason without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

V
HOURS OF WORK

- A. Hours of work will be **up to** eight (8) per day with a thirty (30) minute paid lunch, at which time the employee is on call and available for assignment. Employees who work four (4) hours or more shall receive a paid lunch for thirty (30) minutes during which time the employee is on call and available for assignment.
- B. **ACT OF GOD DAYS**
Employees will be paid for Act of God Days. If the Cheboygan Area Schools makes up any of these days, they will work these days for no pay. An employee shall receive their normal pay for hours not worked on late start or early release days due to weather related conditions. However, should these hours be rescheduled, the employee will be required to work these hours for no additional pay. **When building administrators ask secretaries to report on Act of God days, these days may be used to shorten their school/work year (one Act of God day worked for one day less at the end of the year).**
- C. **EXTRA HOURS**
Any work beyond the above number of days will result in additional pay at the respective hourly rate. All authorized time worked in excess of forty (40) hours in a week will be compensated at 1½ times the hourly rate of pay.

VI
PAID AND UNPAID LEAVES OF ABSENCE

PAID LEAVE

- A. Each employee shall receive a total of thirteen (13) paid leave days **for personal illness, family illness and doctor appointments** upon reporting to work each school year, of which a maximum of four (4) paid leave days may be used for personal business. One (1) paid leave day equals the number of hours that an employee is scheduled to work each day. A maximum of two (2) paid personal leave days may be carried over to the next school year, with a maximum of six (6) paid personal leave days available in any one school year for personal leave. Any remaining unused personal leave days will be carried over to the

employee's sick leave for the next school year. **Paid time shall be prorated for time worked in a school year.**

- B. Personal leave days shall specifically not be used for the following purposes:
1. Picketing or demonstrating of any sort.
 2. Any absence on the first or last days of any student school year.
 3. Any absence on any one or more days immediately prior to or following a holiday, school break or school vacation.
- C. It is recognized that there may be unusual circumstances which would justify the use of a personal leave days on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions on a very limited basis.
- D. If more than three (3) employees apply for personal leave on any given day or days, the three (3) applications bearing the earliest dates will be approved. If more than one (1) employee per building applies for personal leave on a given day, the one bearing the earliest date will be approved. More than one (1) employee may request the use of a personal leave day on non-student scheduled work days with the Superintendent's approval.
- E. All paid leave days, with the exception of bereavement, will be deducted from the accumulated sick leave of the employee.
- F. Employee Sick Bank – Effective July 1, 2000, each member of this bargaining group will donate $\frac{1}{2}$ sick day to a central sick bank, until the bank reaches a maximum of thirty (30) days. Thereafter, when this bank falls below twenty (20) days, each member will again donate $\frac{1}{2}$ sick day once per year, from each member's first pay of each contract year until it reaches thirty (30) days, to keep the bank at its maximum level. This bank may be borrowed from when a member exhausts their sick leave, but only upon application to do so, and majority approval of the current bargaining group. The representatives agree that if a member qualifies for long term disability, this bank may not be borrowed from. As well as the following stipulations:
1. Each member is allowed to borrow from the sick bank at most five (5) days per year.
 2. Each member who borrows more than two and one-half days ($2\frac{1}{2}$) will be required to pay back two and one-half ($2\frac{1}{2}$) days per year until the borrowed days are repaid.
 3. Any member who borrows from the sick bank may not borrow again until all days are repaid.
- G. When an employee who is entitled to sick leave is unable to work because of personal illness or disability and has exhausted all his/her sick leave, that person **may** be granted an unpaid leave of absence not to exceed one (1) year. If the employee is unable to return to work after one (1) year, he/she may request an extension. Any extension may be granted at the discretion of the Superintendent, but in no case shall a second extension be granted. The employee will be terminated at the end of any leave of absence which is not extended. Except in the case of a terminally ill employee, only one (1) extension is permitted.
- H. **JURY DUTY**
Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full salary for such time. However, the employee shall return to the Board, the compensation he/she received for the performance of such duties. Compensation in excess of the amount of the salary paid and compensation for

expenses incurred are not included in this provision.

I. BEREAVEMENT

Each employee shall be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of an employee's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations. Bereavement leave is not deducted from sick days. This language shall also apply to any person who has served, or proven to serve in the same capacity as immediate family member as defined above.

Additional bereavement days beyond three (3), may be requested and approved by the Superintendent, but will be deducted from the sick leave of the employee.

J. RETIREMENT

Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement, and qualify for Retirement under MPSERS, shall receive a one-time payment of \$40.00 per day for sick days to a maximum of one-hundred twenty (120) days.

K. LONGEVITY

Longevity will be paid **annually** to employees at:

After 10 Years	-	\$ 950
After 15 Years	-	\$1,400
After 20 Years	-	\$1,700
After 25 years	-	\$2,500

Each employee must indicate at the start of each school year whether they want to receive their longevity pay in their **first** payroll check in June or to have the longevity paid equally over their twenty-six (26) pays.

UNPAID LEAVES

I. Long Term Leave of Absence

A. A leave of absence without pay for one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration, the following factors in deciding whether or not to approve such a request:

1. Reason for the leave of absence.
2. Effect of the absence upon the operation.
3. Availability of a suitable temporary placement.

B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the employer or failure to return at the completion of a leave of absence shall be considered a resignation.

C. FMLA

Family illness leave without pay for up to twelve (12) weeks shall be granted to the employee to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave, the employee must have been

an employee of the district for at least one (1) year **and worked a minimum of 1250 hours.**

1. The employee shall provide thirty (30) days advance notice of the need for such a leave, except in case of emergency.
 2. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition at its expense.
 3. An employee may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption as governed by law.
 4. Health benefits of the employer shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return to work, the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 5. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the employee to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he/she may be required to take a continuous leave or temporarily transfer to an alternative position.
 6. This section shall be administered in accordance with the Federal Family and Medical Leave Act (FMLA).
- D. The employee shall furnish a letter from his/her physician stating that he/she is physically able to return to work **with no restrictions.**

II. Short Term Leaves of Absence

- A. A short term leave of absence may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave at least one (1) week in advance, when possible.
1. The following policy will apply to unpaid leave requests for vacation purposes:
 2. The employee must have been performing his/her job satisfactorily.
 3. The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every five (5) years.
 4. The maximum number of days approved in any one year is:

1 year of experience	-	1 day
2 years of experience	-	2 days
3 years of experience	-	3 days
4 years of experience	-	4 days
5+ years of experience	-	5 days
 5. The employee must have approval from the building principal prior to the request going to the Superintendent for final approval.

6. The request must be made thirty (30) days in advance.

VII FRINGE BENEFITS

A. HEALTH INSURANCE

For any **district employee** hired after July 1, 2008 and works less than eight (8) hours a day, the Board shall pay a prorated premium benefit for health insurance based on eight (8) hours a day (i.e. works 4 hours, receives 50% of Board paid health insurance premium).

The Board will contribute **the State Mandated Hard Caps** toward health insurance, **currently \$5,992.30 annually for single subscribers, \$12,531.75 annually for double subscribers, and \$16,342.66 annually for family subscribers.** Any remaining premium costs shall be paid by the employee through payroll deduction. The employer shall be held harmless if such sums are payroll deducted on a pretax basis subject to a Section 125 plan.

Health insurance will be reviewed annually by the group and employer without opening any other areas of this contract. The plan agreed upon by the group and employer will remain in effect for the medical billing year (**currently January – December**).

An employee may elect to receive, in lieu of payments toward the cost of insurance premiums, monthly cash payments equal to thirty percent (30%) of the **monthly payment amounts which would have been paid toward the cost of the premiums to which he/she would have been entitled.** The employee may choose to defer these cash payments into an annuity of his/her choice which would be implemented by the Board for the purpose of compliance with Section 125 of the internal revenue code.

B. DENTAL INSURANCE

Each secretary (and spouse and/or family, if applicable) shall be provided dental insurance **as follows:**

SET SEG

Preventative Benefits 100%

Basic Benefits 75%

Major Benefits 50% with an annual \$1,000 maximum

Orthodontic Services 60% with a lifetime maximum of \$1,200

C. VISION INSURANCE

Each secretary (and spouse and/or family, if applicable) shall be provided vision insurance **as follows:**

SET SEG Ultra Vision Plan 2

D. LIFE INSURANCE

These employees shall receive, fully paid by the Board, \$20,000 in life insurance.

E. LONG TERM DISABILITY

All employees shall receive a long-term disability insurance, paid 100% by the Board.

VIII SENIORITY

- A. A seniority list **by Levels** will be maintained by the employer and updated by October 15th of each school year and distributed to all employees currently employed. The seniority list will be used when determining layoff from work or recall to work.

IX LAYOFF AND RECALL

- A. In the case where the Board eliminates and/or reduces the work hours of an employee's position, that employee shall have the right to exercise their seniority and displace any employee with less seniority **within the same level or below**, if they qualify for such position, and with input from the administrator and superintendent. **A secretary may not increase hourly rate of pay by bumping. The administration shall determine employee qualifications based upon evaluations, attendance, discipline and skills.** In the event a request from an employee to displace a least senior employee is denied, an explanation of denial must be provided to said employee and group representatives. The employer will give thirty (30) calendar days' notice to employees who are going to be laid off, except in the case of financial distress.
- B. Employees on probation shall not be subject to the recall language in this contract and shall not have any recall rights after being laid off.
- C. Recall of person(s) under this contract will be by seniority, starting by recalling the most senior person from layoff status first, **within the same level or below and provided they are fully qualified.**

Prior to recall, any vacant position will be posted internally. Qualified candidates will be considered and administration would determine placement. Laid off employee would then be recalled to remaining vacant position. This language is void in the situation where the recalled employee is returning to the same position.

When an employee is recalled from layoff, a letter will be sent by the employer to the employee's last known address. The employee should have eight (8) days to report to work or to make arrangements which are satisfactory to the employer to work, within ten (10) days of receipt of the notice to report. Failure to report or make suitable arrangements to report within the ten (10) days will result in removal from the seniority list and loss of recall rights.

- D. Recall rights will last for the equivalent years of employment under this contract or a maximum of **three (3)** years whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment under this contract with the Cheboygan Area Schools.

- E. Employees under this contract may apply for another position in this contract with their years of experience transferring to the new position salary schedule (i.e. old position Step 3 – new position Step 3).
- F. Employees under this contract who are hired into a vacant position shall serve a thirty (30) working day **trial** period. Upon the completion of this **trial** period, if the employee is unable to satisfactorily perform the duties of the new position, the employee may return to their previous position, and all affected employees in this unit would return to their previous positions as if no change ever occurred. The last employee in this unit without a position would be laid off.
- G. Any employee promoted or moved from this bargaining unit to a full-time secretary position not covered by this agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to thirty (30) work days. At the end of the thirty (30) work day period, if the employee remains in the secretary position, he/she will no longer accrue seniority in this unit, and have no recall rights in this unit.
- H. **POSTINGS**
In the event of a vacancy in a position, or should there be a newly created position, **a notice shall be placed on the district website for the duration of the posting**, and posted in each school building, the central office and the bus garage, for a minimum of five (5) business days in the job posting area of each building.
- I. Any employee who, upon being laid off at the end of a school year, applies for and receives unemployment payments and is then recalled shall be subject to the following:

At the option of the employee, the amount of benefits received in unemployment, net of any real loss (hours reduced), shall be either deducted from the pay for the following school year or the employee may elect to repay the amount directly to the MESC. If the amount is withheld from pay, then the amount can be prorated over some time period that is mutually agreeable.

Any employee, who works to the end of their work year, is not laid off and applies for and received unemployment payments during the summer must repay the district or the MESC this amount as listed in the paragraph above.

X
SALARY SCHEDULE

PROBATION PERIOD: New employees shall have a probationary period for a minimum of 120 working days. During this period, the employee may be released from employment for any reason without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from the date of hire. Upon successful completion of the 120 day probationary period, the employee shall move from the Entry Level wage bracket to the appropriate Level I or Level II wage bracket, as determined by the employee's position.

ENTRY LEVEL (NEW HIRE):

LEVEL I: \$15.02

LEVEL II: \$14.37

LEVEL I

POSITION	DAYS	HOURS	HOURLY RATE
HS Principal	213	1704	\$16.52
IS Principal	213	1704	\$16.52
East Principal	203	1624	\$16.52
Alt Ed/Virtual Principal	203	1624	\$16.52

LEVEL II

POSITION	DAYS	HOURS	HOURLY RATE
HS Guidance	203	1624	\$15.87
HS Secretary	198	1584	\$15.87
HS Secretary	190-198	1092.5-1584	\$15.87
IS Secretary	198	1584	\$15.87

XI
DURATION OF AGREEMENT

This agreement shall be effective July 1, 2014, and shall continue in effect until the 30th day of June, 2016.

Secretary Representative

Board President

Secretary Representative

Board Secretary

Superintendent