
***Master
Agreement***

Between the

**St. Johns Education Secretary Association,
MEA/NEA**

And the

St. Johns Board of Education

2009-2012



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AGREEMENT

This Agreement is entered into this 1st day of July 2009, by and between the Board of Education of St. Johns Public Schools (hereinafter called the Board), and the St. Johns Education Secretary Association/ MESPA/MEA/NEA (hereinafter called the Association).

PREAMBLE

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Board and the Association do hereby set forth and memorialize this their full agreement.

It is the policy of the St. Johns School District that no person shall, on the basis of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

**ARTICLE I
Recognition**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all of its secretarial/clerical employees in the appropriate bargaining unit, described and defined as:

All full time and regularly scheduled part-time secretaries and clerks, excluding secretary to the Superintendent, Payroll Secretary/Personnel Secretary, District Receptionist/Student Services, District Accounts Payable, Supervisors and all others.

- B. The term "employee", singular and plural, when used hereinafter in this agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. Whenever a new bargaining unit position is created in the District, the Association shall be notified in writing of said position.

ARTICLE II Rights of the Board

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
 - 1. Direct the work force and assign work to be done.
 - 2. Determine the size of the work force including its expansion or reduction.
 - 3. Establish and change work schedules.
 - 4. Adopt and revise work rules.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
Association Rights

- A. The Board agrees not to discriminate against any employee with respect to hours, wages or any conditions of employment on the basis of race, color, creed, national origin, age, sex, disability, marital status, religion, political affiliation, or by reason of membership in the Association, or participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- B. The Board agrees to make available to the Association in response to requests pursuant to the Freedom of Information Act, information relating to the financial resource of the District and other information necessary for the preparation of contract proposals or the processing of grievances.
- C. The Association shall have the right to use school facilities for meeting upon proper facility authorization by the building principal when such use will not interfere with previously scheduled activities; and school office equipment when not otherwise in use shall be made available for Association use. Costs of materials and supplies incident to equipment use will be met by the Association.
- D. The Association shall have the right to use regular intra-district mail services for purposes of communication and the right to post communications to its members in the usual administrative posting place in each building.
- E. Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time, provided that the Association representative may request authorization from the building principal to transact the Association business at other times.
- F. The Board shall provide to the Association five (5) days for the transaction of Association business, conference days, etc.

ARTICLE IV
Dues, Fees, Agency Shop
Professional Dues or Fees and Payroll Deductions

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct equal installments of such dues from the regular salary check of the bargaining unit member each month for ten months, beginning in September and ending in June of each year. Deductions for employees employed after the commencement of the school year shall begin with the month of employment and continue at the established rate.
- B. Any employee who is not a member of the Association in good standing, or who does not make application for membership within thirty days from the date of commencement of secretarial duties, shall as a condition of employment, pay a fee to the Association an amount equal to membership dues payable to the Association, and MESPA, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in paragraph A, the Board shall immediately cause the termination of employment of such employee. The parties expressly recognize the failure of any employee to comply with the provision of this Article as just and reasonable cause for discharge of employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or representation fee, the Board agrees promptly to remit all such sums to the Association. The Association agrees to advise the Board promptly of all members of the Association in good-standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- D. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, city income taxes, or any other plans or programs jointly approved by the Association and the Board. Changes in exemptions for deducting city income taxes will be accepted only during the first week of school.
- E. The Association will indemnify and hold the employer harmless from any and all judgments, awards, claims, demands, suits, costs and other forms of liability or expenses which may arise by reason of action taken by the employer in compliance with paragraphs A, B, C, and D above.

ARTICLE V Employee Rights and Protection

- A. The private life of an employee is not within the appropriate concern or attention of the Board, unless the employee's conduct adversely affects the ability of the employee to function in and/or perform the duties of his/her job or poses a threat to the health and/or safety of students, teachers or fellow employees or causes harm to the school district.
- B. The Board recognizes the merits of a policy of progressive discipline, which includes verbal warning, written reprimand, suspension with pay, suspension without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior which led to the discipline, recognizing that extreme infractions may result in immediate action which may bypass the earlier steps of the progression.
- C. No employee shall be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action shall be subject to the Grievance Procedure herein. An employee shall have the right to have present an Association Representative whenever disciplinary actions are contemplated. Upon request for such representation, the action shall be delayed up to a maximum of forty-eight (48) hours to allow the representative to be present. All information forming the basis for a disciplinary action shall be made available to the employee and the Association in writing upon written request. Breaches of discipline or complaints against an employee shall be brought to the employee's attention within ten (10) working days or dropped.

- D. An employee who suffers an assault or against whom legal action is taken in the course of employment shall report such incident to the supervisor immediately. The employee shall be advised of what recourse the employer will take in this matter which may entail the seeking of legal advice by the employer for the employee.
- E. The District shall maintain only one personnel file for each employee. Each employee shall have the right to review and acquire copies of the contents of his/her personnel file, with the exception of personal references received at the time of employment. The employee shall also have the right to be accompanied by an Association Representative when reviewing his/her file. An employee may submit a written response to any material in his/her file; the response to be attached to the relevant filed material. A copy of any material placed in an employee's personnel file which is subject to disclosure by the Employee's Right to Know Act shall be given to the employee at that time.
- F. If an employee is released to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in compensation.
- G. Proper dress from all staff is expected throughout the school year. Staff should dress for respect and success. Clothing that is torn, worn, or revealing is never appropriate. Monitoring of these guidelines is the responsibility of the building administrator.

Secretaries in violations may be asked to go home and change their clothing and return to work.

ARTICLE VI Work Schedule

- A. The daily schedule and work year for each position shall be as listed in Appendix A. In case of financial necessity, reductions of hours and/or days may be made in accordance with Article XII, Section G.
- B. Employees working a minimum of four (4) hours but less than six (6) hours shall receive a fifteen (15) minute break as scheduled by the supervisor.

- C. Employees working six (6) hours or more per day shall receive a fifteen (15) minute break within the first three (3) hours work period and a fifteen (15) minute break within the second three (3) hours work period, as scheduled by the supervisor.
- D. Each employee who works a minimum of five (5) hours per day shall be entitled to an uninterrupted, unpaid duty free lunch break of no less than thirty (30) minutes.
- E. For all hours worked in excess of forty (40) hours in a work week, the employee shall be compensated at the rate of time and one-half.
- F. Employees may be required to report for work on work days when school has been canceled. No employee shall suffer a loss of pay should the employer cancel the scheduled work day due to the cancellation of the student instruction. When the rescheduling of a student instruction day requires an employee to work an additional day not originally scheduled as part of his/her work year, the employee will work the rescheduled day without additional compensation, unless the employee was required to work as scheduled on the student instruction day which was canceled.

In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as, due to severe storms, fires, epidemics, or health conditions, it is agreed that the employees shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

When the start of the students' school day has been delayed due to weather conditions, the employee shall report at his/her regular reporting time and work his/her regularly scheduled work day, if at all possible.

- G. Not less than \$1200 shall be budgeted for the purpose of employee attendance at out-of-district conferences related to work performed by the employee for the District. The Association shall appoint a committee to oversee the equitable distribution of opportunities amongst the employees. Approval for attendance must be obtained through regular channels.

ARTICLE VII
Evaluation

- A. Each employee shall be evaluated at least once each year prior to April 15. Should the supervisor elect to forego the evaluation, he/she shall notify the employee of such in writing. The employee may then assume that his/her performance is satisfactory.
- B. The evaluation shall be reduced to writing and will be discussed with the employee within ten (10) work days following receipt by the employee. Before any evaluation is made part of an employee's permanent record, the employee shall have a chance to add statements or other information to the evaluation and shall sign her/his evaluation as an indication that she/he has seen it.
- C. In the event the employee is evaluated as deficient in some area, the Supervisor shall give the employee written suggestions, assistance, and a reasonable time to correct said deficiency.
- D. Each employee upon employment, at the beginning of each school year and/or the implementation of a revised evaluation form shall be informed of the specific criteria upon which she/he shall be evaluated and shall be given a copy of the evaluation form to be used. It is understood that an employee shall not be evaluated prior to or within 30 days of receipt of said form.
- E. The Association and the Board shall be notified of either party's desire to revise or modify the evaluation form. Upon such notification, the parties shall meet for a reasonable period of time not to exceed thirty (30) days, to work out such revision or modifications. If the parties cannot mutually agree to the revisions or modifications, the Board may implement its last version.

ARTICLE VIII
Leaves With Pay

A. Sick Leave

1. Each employee shall be granted .066 of a day for each day worked, excluding paid vacation days, accumulating without limitation from year to year, with a maximum of 13 days per year for any employee. Employees will be notified at the beginning of each school year of the number of PTO (Personal Time Off) days they have accumulated.
2. Each employee will be credited with 13 leave days to be used for either illness or personal business. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of three (3) or more consecutive workdays. The unused portion of such an allowance shall accumulate from year to year without limitation. PTO days are not to be used the day immediately preceding or following a holiday while school is in session, except in case of an emergency or with Superintendent approval.
3. Any leaves of more than three (3) consecutive days must be reported to the building principal. A secretary may use no more than six (6) PTO days consecutively in a school year, except in case of illness. The secretary shall make a request for the use of these days to the Superintendent as soon as possible but not later than two (2) weeks prior to the dates requested, except in case of an emergency. Beginning with the 2011- 2012 school year, all current sick and personal days shall be combined and recognized as PTO days.
4. An employee absent from work with mumps, scarlet fever, measles, or chicken pox and any other communicable diseases shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed three (3) weeks, provided said employee incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the employee's assigned school building. The diagnosis of the disease shall be requested by the Board by the Doctor of Medicine or Osteopathy.

B. Bereavement Leave

Each full-time and full-year employee shall be granted up to three (3) days paid leave not chargeable against sick leave when a death occurs in

the employee's immediate family. Immediate family is defined as the employee's spouse, children, step children, son and daughter-in-law, grandparents and grandchildren, parents, step parents, parents-in-law, brothers and sisters, brother and sister-in-law. In the event of the death of the employee's spouse or child an additional three (3) days chargeable against sick leave may be used.

C. Court Appearance/Jury Duty/Judicial Proceedings

An employee called for jury duty or subpoenaed as a witness in any judicial proceedings shall receive a normal day's pay less any amount paid by the court for jury duty or less any amount to which the employee is entitled as a witness.

ARTICLE IX Unpaid Leaves of Absence
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- A. Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent of Schools for a disposition granting or denying the leave. An employee who is granted an unpaid leave of absence may, except as provided for in Article IX., B. (for the first three months), continue his/her insurance benefits at his/her own expense, subject to the rules and regulations of the insurance carrier.
- B. An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) year. Insurance premiums shall continue to be paid by the District for three (3) months beyond sick leave exhaustion. An employee may submit an application for an extension of the leave on an annual basis pursuant to the procedures set forth in Section A of this Article. Seniority shall continue to accrue during an unpaid leave of absence for extended illness. Upon return from leave the employee shall be returned to his/her previous position, if in existence, or an equivalent position.
- C. Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one year. Seniority shall not accrue during the leave. Upon return from leave the employee shall be returned to his/her previous position, if in existence, or an equivalent position.

ARTICLE X
Seniority

- A. Seniority shall be defined as length of continuous service in the bargaining unit from the last date of hire. Seniority shall not accrue during layoffs or unpaid leaves of absence, except those related to the disability of the employee. In the event more than one employee has the same seniority accrued, the seniority ranking of those employees shall be determined in order of the highest last four digits of the employees' social security numbers.
- B. Each newly hired employee shall be in a probationary status for the first sixty (60) days of work. Probationary employees shall be subject to termination at any time during the probationary period without contest. In cases of unpaid leaves of absence, the employer may hire temporary, probationary employees to replace those employees on leave to the extent of the sixty (60) working day probationary period. The employer may terminate the temporary employee upon the expiration of the probationary period without contest or commitment for reemployment. However, continued employment after the sixtieth (60th) continuous day of work shall vest the temporary employee as a bargaining unit employee with all rights of the Agreement, including recall.
- C. Seniority shall accumulate from the base amounts specified in the published seniority list, verified by the Association and employer on May 21, 1980. Each year thereafter the Association and the employer shall meet to verify a revised seniority list for publication and distribution by October 1. The list shall specify the seniority ranking of each employee by name and the amount of seniority accumulated as of the previous June 30. A copy of the list shall be distributed to each employee and the Association.
- D. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the last date of hire. A probationary employee shall receive paid leave or holiday pay during their probationary period. Should the employee be dismissed or not complete the probationary period, these paid leaves and/or holidays will be deducted from any remaining paychecks.

ARTICLE XI
Transfers and Vacancies

- A. A vacancy shall be defined as a newly created or an unoccupied position in the bargaining unit to be filled when there is no employee who can claim the position by return from leave of absence or by recall. The employer shall determine if and when a position is to be filled or eliminated and shall inform the Association of such determination.
- B. All vacancies shall be posted for a period of at least five (5) work days in a conspicuous place in each school building. Such posting shall be dated, contain the job title, classification level, building assignment, pay range, anticipated hours and length of year to be worked. Any position posted as part-time shall be reposted if the hours for the position are expanded to full-time within one year of the initial posting.
- C. Employees shall make application in writing to the Assistant Superintendent of Schools or designee. The Association shall be given a list of applicants prior to the interviewing and/or testing of applicants, if testing is required.
- D. Vacancies shall be filled by the most qualified applicants. Given equal qualifications, internal candidates will be given first consideration. Seniority will take precedent if all other factors are equal for internal candidates.

If it is necessary to test the technical skills of applicants for the vacancy the employer and the Association shall consult regarding the areas and format to be used and the agent to be selected.

As a result of the testing the administering agent shall designate the most technically qualified applicants. Testing shall not be required for employees making lateral moves within the same classification or moving down from a higher classification, unless the required skills are significantly different and would warrant such testing.

- E. During the summer months, notice of vacancies shall be mailed to the bargaining unit members, posted and given to the Association.
- F. If the needs of the district cannot be served with the present placement of the secretary, the Superintendent may make a reassignment or transfer within the same classification, without loss in compensation, if it is in the best interest of the school district. However, prior to taking such action, the Superintendent will consult with the President of the Association and seek his/her counsel.

If such involuntary transfer cannot be resolved, the union shall have the right to go to expedited binding arbitration before the transfer will take place. The costs shall be borne by the losing party.

ARTICLE XII Reduction of Personnel

- A. In the event the employer decides a reduction of personnel is necessary, it shall determine which positions within the classification level to be reduced will be eliminated. An employee whose position has been eliminated will be reduced, unless the employee to be reduced is qualified and possesses the requisite skills and ability to perform the position of a less senior employee in the classification level, whose position has not been eliminated. An employee who is displaced by a more senior employee whose position has been eliminated shall likewise be reduced, unless the displaced employee is qualified and possesses the requisite skills and ability to perform the position of a less senior employee in the classification level, whose position has not been eliminated. This procedure shall result in the reduction of the least senior employees in the classification level, who have been displaced and/or whose positions have been eliminated and cannot displace any less senior employee in the classification level.
- B. Employees reduced from a classification level shall have the option to accept layoff or be placed in a position in a lower classification level, if there is a less senior employee who can be displaced and the more senior employee is qualified and possesses the requisite skills and ability to

perform the duties of the less senior employee to be displaced. Employees who are placed in a position in a lower classification shall not lose recall rights to their former classification level.

- C. Employees to be reduced shall be notified at least thirty (30) days prior to the effective date of the layoff.
- D. Employees shall be recalled to available positions within their original classification level from which they were reduced in order of greatest seniority, provided the most senior employee is qualified and possesses the requisite skills and ability to perform the duties of the available position. Notice of recall shall be sent to the recalled employee by certified mail return receipt requested to the last known address on file with the employer. A copy of the notice shall be sent to the Association President at the time of mailing the original notice.
- E. If there are no laid off employees from a classification level in which a position becomes available who can be recalled, laid off employees from other classification levels may apply for the position and the most senior applicant who is qualified and possesses the requisite skills and ability to perform the duties of the available position shall be awarded the position if there is no applicant with better results from the testing procedures, unless the testing procedure is waived in this instance by mutual agreement of the Association and the employer.
- F. Return to a position upon the expiration of a leave of absence shall in all respects be subject to the operation of the provisions of this Article should the employer decide a reduction of personnel is necessary.
- G. Employees shall be given at least fifteen (15) days notice of any reduction in hours. In the event the employer determines that a reduction in hours of positions is necessary, an employee whose hours are reduced may displace a less senior employee in a position within the same classification level that would restore the employee to the original number of hours worked, if the employee whose hours are reduced is qualified and possesses the requisite skills and ability to perform the less senior employee's position and there is a less senior employee who is qualified and possesses the requisite skills and ability to perform the reduced hours position. Displacement of less senior employees shall be consistent with the procedures of Section A, except that no less senior employee shall be laid off because of reduced displacements.

- H. An employee desiring to exercise the right to displace a less senior employee according to the provisions of this Agreement shall notify the employer within two (2) working days of the receipt of the notice of layoff or reduction in hours. No movement of persons shall be done until all movement in the chain of displacements has been determined.

ARTICLE XIII Grievance Procedure

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this contract.
- B. The grievant(s) and the Association representative shall be released from duty with no loss of pay to attend grievance meetings and hearings scheduled by the Administration or Board during the working of the grievant(s) and/or representatives.
- C. No reprisals of any kind shall be taken against any employee for participation in any grievance proceeding.
- D. The grievant(s) and/or Association shall handle grievances. The Board hereby designates the employee's immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

Where the grievant is the Association and the grievance involves a matter of Association rights and/or employees from more than one building, Level One may be set aside by mutual agreement of those involved at Level One, and the grievance will then be advanced to Level Two. If no agreement is reached on setting aside Level One, the grievance will proceed at Level One within the prescribed time limits.

- E. The term "days" as used herein shall mean scheduled work days. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the Board, may be advanced to the next step by the Association. Any grievance not pursued by the Association within the time limits shall be deemed dropped by the Association.
- F. Written grievances as required herein shall be filed on the grievance form set forth in Appendix B of this Agreement.

- G. Level One – a grievant and her/his Association representative alleging a violation of the express provisions of this contract shall within ten (10) days of when the employee knew or should have known of the occurrence, orally discuss the grievance with the immediate supervisor or his/her designee in an attempt to resolve same.

If no resolution is obtained within two (2) days of the discussion, the grievant shall reduce the grievance in writing and submit it to the immediate supervisor within three (3) days of said discussion. The immediate supervisor shall have five (5) days from the date the written grievance is submitted to render his/her disposition in writing.

If no resolution is reached within ten (10) days of the discussion, or the decision is unsatisfactory to the Association, the grievance may be appealed by the Association to Level Two within fifteen (15) days of the discussion at Level One.

Level Two – A copy of the written grievance shall be forwarded to and filed with the Superintendent or his designated agent. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the designated Association representative, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor in/on which the grievance arose, and place a copy of same in a permanent file in his office.

If no resolution is reached within ten (10) days of the discussion, or the decision is unsatisfactory to the Association, the grievance may be appealed by the Association to Level Three within ten (10) days of the discussion at Level Two.

Level Three – A copy of the written grievance shall be filed with the Board and/or their designated agent as specified in Level Two. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, a meeting shall be scheduled, to be held within fifteen (15) days of the receipt of the grievance, between the Board or a committee of the Board and the grievant and/or the designated Association representative, to discuss the grievance. Within five (5) days after the next scheduled Board meeting, the Board or its designated agent shall render its decision in writing,

transmitting a copy of the same to the grievant, the Association, the employee's immediate supervisor, the Superintendent and place a copy of same in a permanent file in the Board Office.

Level Four – Individual grievants shall not have the right to process a grievance at Level Four:

1. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the time limits set forth in Level Three, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association, within twenty (20) work days of the Level Three disposition or the deadline for the disposition. The arbitrator shall be selected according to the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no authority to alter, ignore, modify, add to, or subtract from the terms of this agreement. The arbitrator shall have no authority to make a decision in any case of discharge or discipline of a probationary employee. The arbitrator shall have no authority to make a decision in any matter based upon an interpretation of any statutory law for which there is an administrative agency created by state or federal statute which has jurisdiction to determine the legal rights of the grievant. Both parties agree to be bound by the award of the arbitrator made within the scope of authority. The fees and expenses of the arbitrator shall be paid as follows:
 - a. If the grievance is sustained and the remedy sought by the Association is awarded in full the Board shall pay the fees and expenses in full.
 - b. If the grievance is denied in full the Association shall pay the fees and expenses in full.
 - c. If the grievance is neither sustained in full nor denied in full the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

2. Employees who are necessary participants in an arbitration hearing as an Association representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held on the employer's premises. If the hearing is not held on the employer's premises, employees may use personal business leave or the Association may reimburse the employer for necessary substitute costs, unless the employer initiates the request for the hearing to be held away from its premises. An attempt shall be made to schedule arbitration and attendance of employees at times which will avoid or minimize release from work.
- H. All documents, communications and records dealing with a grievance shall be filed separately from personnel files of the participants.
 - I. Access shall be made available to records of all privileged information necessary to the determination and processing of the grievance.
 - J. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Grievance Committee, the grievance affects a group of secretaries, the Grievance Committee may process the grievance at the appropriate level.

ARTICLE XIV Compensation and Insurance Benefits
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A. Wages

Employees shall be compensated at hourly wage rates specified in Appendix A of this Agreement.

B. Longevity Pay

Employees who have accrued at least seven (7), but less than nine (9) longevity credit years on July 1 of each year shall be paid at a wage rate of 1.025 x their salary schedule rate for all hours worked that contract year. Employees hired after January 1, 2007 will not be eligible for longevity pay until they have accrued at least nine years or more longevity credit years.

Employees who have accrued at least nine (9) or more longevity credit years on July 1 of each year shall be paid at 1.05 x their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of 180 work days to receive a full year of credit, any less will be prorated.

Employees who have accrued at least twelve (12) or more longevity credit years on July 1 of each year shall be paid at 1.075 x their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of 180 work days to receive a full year of credit, any less will be prorated.

Employees who have accrued at least fifteen (15) or more longevity credit years on July 1 of each year shall be paid at 1.12 x their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of 180 work days to receive a full year of credit, any less will be prorated.

C. Severance Pay

An employee with at least ten (10) years of employment in a position which is in the bargaining unit shall receive at the time of termination of employment, (except cases of discharge, layoff or leave of absence), payment of twenty dollars (\$20.00) per day for each PTO day accumulated, up to 100 paid days. The employee shall receive payment of twenty-five dollars (\$25.00) per day for each PTO day accumulated in excess of 100 days, not to exceed 200 paid days.

D. Insurance Benefits

1. Each secretary scheduled to work at least 30 hours per week may elect insurance coverage under MESSA-PAK Plan A or MESSA-PAK Plan B as defined below:

a. MESSA-PAK Plan A

MESSA Choices II With \$10/\$20 Prescription Health Insurance

Long Term Disability Insurance Plan 1 60 percent with 90 calendar days modified fill, \$2,500 maximum monthly benefit, Social Security Freeze
Alcoholism/drug addiction 2 year limitation
Mental/nervous 2 year limitation

Delta Dental Plan A 0-1 (75/50/50;\$500)

Vision Care Plan VSP-3

Negotiated Life Insurance \$10,000 with AD&D

Prescription Drug Coverage \$10/\$20

b. MESSA-PAK Plan B

Long Term Disability Insurance Plan 1 60 percent with 90 calendar days modified fill, \$2,500 maximum monthly benefit, Social Security Freeze,
Alcoholism/drug addiction 2 year limitation
Mental/nervous 2 year limitation

Delta Dental Plan E 007 (80/80/80;\$1,300)

Vision Care Plan VSP-3

Negotiated Life Insurance \$20,000 with AD&D

Unless otherwise negotiated, effective June 30, 2009-11 secretaries will pay \$158.52 bi-weekly for insurance premiums, in addition to the following yearly cumulative formula the Board will make payment of an amount toward the monthly premiums for each secretary for the plan selected at not more than the percent increase in the Foundation Grant for that particular year. Should the premium increase amount exceed the foundation percentage,

the employee shall pay the next five percent (5%) increase in premium cost and should the premium amount exceed the additional five percent (5%), the Board and the secretary will each be responsible for payment of one-half (1/2) the amount of the excess premium cost.

The amount for which the secretary is responsible shall be paid by deduction from the secretary's bi-weekly salary through the execution of a salary reduction agreement.

In the event that the secretary's bi-weekly premium contribution should exceed fifty (\$50) dollars, the parties shall convene negotiations for the purpose of negotiating insurance benefits and economic provisions in this Agreement. The secretarial union agrees to look at insurance bids from other insurance carriers of equal value and coverage offered at a lower premium resulting in cost savings for the district and the secretarial unit. No changes to insurance coverage will take place without voted approval by the secretarial unit.

The Board shall make payments of premiums monthly for each employee as described herein beginning with the first premium payment date following employment and continuously to assure twelve months of coverage (September 1 through August 31) to those continuously employed, unless on leave of absence (except as provided in Article IX., B.) or layoff. All secretaries completing a full school year of employment shall be entitled to payment of premiums for the months of July and August. If an employee terminates his employment and leaves the school system for reasons other than illness or injury during the school year, his subsidy shall terminate on the first of the month following. In instances where the cost of coverage exceeds the amount of subsidy, the School Board shall make provisions for the excess to be payroll deductible.

2. Should the employees of any other bargaining unit in the school district participating in the MESSA-PAK Plan B option receive a payment from the employer, as a cash option in lieu of health insurance, the employer will make an identical payment for the employees of this bargaining unit participating in the MESSA-PAK Plan B option.
- E. When an employee is assigned to substitute for an absent employee who holds a higher level position, the employee shall be compensated at his/her regular hourly rate for the first five day period. Should the reassignment continue beyond five consecutive working days in the assignment, and provided the employee is fully qualified to assume all duties related to the substitute position, the employee shall be compensated at the hourly rate for his/her regular step at the higher level scale.
- F. An elementary secretary whose principal is responsible for more than one building, will be compensated a premium of 35 cents per hour for one-half of the secretary's normal work day on all student attendance days.
- G. Employees whose positions require new skill acquisition to meet ever changing job requirements, or employees in need of remediation of job skills, shall be entitled to enroll in available St. Johns Community Education courses without charge, following administrative approval.

ARTICLE XV Holidays and Vacation

A. Holidays

Full year employees are entitled to the following paid holidays:

Independence Day
Labor Day
Thanksgiving Day and the Day After
Christmas Day and the Day Before
New Year's Eve
New Year's Day
Good Friday
Memorial Day

Full time employees are entitled to the following paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The employee must work the last working day before and the first working day after the holiday to receive the holiday pay unless on authorized vacation or paid leave. The amount paid shall be based upon the employee's regularly scheduled work day and basic wage rate.

B. Vacations

Full year employees shall be entitled to paid vacation days after the completion of one full year of employment according to the following schedule:

1 - 5 years	10 days
6 - 11 years	15 days
12 or more years	20 days

Use of such days shall be subject to approval of the employee's supervisor. The amount paid shall be based upon the employee's regularly scheduled work day and basic wage rate.

<p style="text-align: center;">ARTICLE XVI Continuity of Operations</p>

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association, therefore, agrees that its officers, representatives and members shall not authorize any stoppage of work or other interruption of activities in the school system. Failure or refusal on the part of the Association to comply with the provisions of this Article shall be cause for appropriate disciplinary action.

ARTICLE XVII
Duration of Agreement

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall become effective upon ratification by a majority of the Board and the membership of the Association and shall continue in effect through the 30th day of June, 2012, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended in writing by mutual agreement. All hourly rates and paid benefits shall be applied retroactively to the respective effective dates.

D. Negotiations for Successor Agreement

The parties agree to enter into negotiations for a successor agreement within ninety (90) days prior to the expiration of this Agreement.

E. Distribution of Agreement

Each employee shall be given a copy of this Agreement by the Board without cost to the employee or Association.

F. This Agreement shall become effective upon ratification by both parties and shall continue in effect through June 30, 2012. All terms and conditions shall be applied prospectively from the date of ratification, unless expressly stated otherwise. All wages and benefits shall be retroactive to July 1, 2009.

St. Johns Education Secretary
Association/MESPA/MEA/NEA

By Cindy Aldrich
President

St. Johns Public Schools
Board of Education

By William S. J. [Signature]
President

By Beverly L. Wilkinson
Secretary

By Uzluh Kay [Signature]
Secretary

ARTICLE XVIII
Miscellaneous

- A. The Board will provide a yearly athletic pass to each bargaining unit member, good for free admission to most high school and middle school athletic events.

APPENDIX A

2009-2010 Pay Scale

Step	Level 1	Level II	Level III	Level IV
1	9.77	10.41	11.24	12.20
2	10.40	11.09	11.96	12.98
3	11.09	11.79	12.73	13.82
4	11.79	12.57	13.57	14.73
5	12.57	13.40	14.46	15.69
6	13.45	14.33	15.48	16.79
7	13.65	14.54	15.71	17.04

2010-2011 Pay Scale 1¼% off Scale + 1% on Scale Based on the 2009-2010 Pay Scale. Pay scale frozen at the 09/10 Pay Scale 2010-2011 & 2011-2012.

2010-2011 Pay Scale

Step	Level 1	Level II	Level III	Level IV	*Tech Sec.
1	9.77	10.41	11.24	12.20	\$17.85
2	10.40	11.09	11.96	12.98	
3	11.09	11.79	12.73	13.82	
4	11.79	12.57	13.57	14.73	
5	12.57	13.40	14.46	15.69	
6	13.45	14.33	15.48	16.79	
7	13.65	14.54	15.71	17.04	

***New level was added in 2010-2011 for Technical Secretary at a wage of \$17.85.**

2011-2012 Pay Scale

Step	Level 1	Level II	Level III	Level IV	Tech Sec.
1	9.77	10.41	11.24	12.20	\$17.85
2	10.40	11.09	11.96	12.98	
3	11.09	11.79	12.73	13.82	
4	11.79	12.57	13.57	14.73	
5	12.57	13.40	14.46	15.69	
6	13.45	14.33	15.48	16.79	
7	13.65	14.54	15.71	17.04	

Work	Year	Hours
<u>Level I Secretary</u>		
Elementary Building – 250 students/8 staff	199 Days	7
<u>Level II Secretary</u>		
Elementary Building - 250+ students/9 staff	208 Days	8
Middle School Student Services/Health	200 Days	8
Middle School Attendance/CA60 File Manager	200 Days	8
High School Guidance	209 Days	8
High School Attendance	209Days	8
Maintenance/Custodial Department Secretary	52 Weeks	8
Print Shop	222 Days	8
Transportation Secretary	211 Days	7
District School Nurse Secretary/Health Manager	222 Days	8
<u>Level III Secretary</u>		
Alternative Education	207 Days	7
High School Internal Accounts/Athletics	52 Weeks	8
<u>Level IV Secretary</u>		
Middle School Principal's Secretary	52 Weeks	8
High School Principal's Secretary	52 Weeks	8
<u>Technical Level Secretary**</u>		
Data Management Specialist**	215 Days	8

Note: All days listed above include paid holidays.

**The newly created Technical Secretary position Data Management Specialist Position shall be a Technical Level Position under the master agreement. As such, the position is a technical position that is excluded from bumping by non technical secretarial level bargaining unit members at the same or higher level as outlined in Article XI of the master agreement. Likewise, the bargaining unit member in this technical position is excluded from having bumping rights into a secretarial or clerical position.

Definition of Terms

Full Time 30 hours or more per week. Work year includes four paid holidays.

Full Year 52 weeks per year.

In the event an employee believes the responsibilities of a position warrant an upgrade in classification the following procedures will be implemented:

1. The employee and a representative of the Association may request a hearing with the Superintendent.
2. The Superintendent will review the rationale presented by the employee and the Association.
3. Any agreement to upgrade the classification shall be effective upon ratification by the Board and the Association. Any decision not to upgrade a job in classification shall not be subject to the grievance procedure.

Appendix B
GRIEVANCE REPORT FORM

Grievance # _____ School District _____
Oral Discussion held with _____ (Supervisor), _____
(Date)

Submit to Supervisor _____
Building Assignment Name of Grievant Date Filed

Signature of Grievant Date

STEP I

A. Date of Alleged Violation _____

B. Specific Statement of Grievance (Cite contract provisions): _____

C. Relief Sought: _____

Signature of Grievant Date

D. Disposition of Supervisor: _____

Signature of Supervisor Date

(If additional space is needed, attach an additional sheet.) (Continued on following page)

E. Disposition of Grievant and/or Union/Association: _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date Submitted to Board: _____

B. Disposition and Award of Board: _____

Signature of Board Secretary

Date