

# **MASTER AGREEMENT**

**Between**

**MT. MORRIS CONSOLIDATED SCHOOLS**

**And**

**THE MT. MORRIS EDUCATIONAL SECRETARIAL ASSOCIATION**

**July 1, 2010 - June 30, 2013**

"It is the policy of the Mt. Morris Consolidated Schools that no discriminatory practices because of sex, race, color, national origin, or handicap are allowed in providing instructional opportunities, job placement assistance, employment practices, and policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact Mt. Morris Consolidated Schools, Mrs. Rebekah Dupuis, assistant superintendent, at 12356 Walter Street, Mt. Morris, MI, 48458 or phone (810) 591-8760."

## **Section I - Recognition**

The Board of Education of the Mt. Morris Consolidated Schools, hereinafter referred to as the Board, and the Mt. Morris Educational Secretarial Association, hereinafter referred to as the Association, do hereby agree to the terms of this agreement. The Board recognizes the Association as the exclusive representative of secretarial and clerical personnel.

**Section II - Work Schedule**

The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday. A minimum of thirty (30) minutes will be allowed within the eight (8) hour day as a paid lunch period, plus a fifteen (15) minute paid relief break in the A.M. and P.M.

The Board of Education is agreed that offices that are staffed by a single member of the unit will be considered secretarial positions. Offices that have more than one member of this bargaining unit may be staffed by clerks and secretaries.

- |    |                               |           |
|----|-------------------------------|-----------|
| 1. | Athletic Director's Secretary | Secondary |
| 2. | Community Education Secretary | Secondary |
| 3. | Transportation Secretary      | Secondary |
| 4. | Maintenance Secretary         | Secondary |
| 5. | Special Services Department   | Secondary |
| 6. | Food Service Secretary        | Secondary |

The elementary and junior high secretaries have an eleven month work schedule. Senior high secretaries have a twelve month work schedule. Secretaries shall receive vacation pay in accordance with the following schedule:

After one year - 1 week; Three years - 2 weeks; Five years - 3 weeks;  
Ten years - 4 weeks.

Elementary and junior high secretaries shall receive their salary for the eleven month work schedule plus the vacation pay to which they are entitled.

The holiday periods on which schools are closed and the days they are closed for inclement weather, (Act of God Days will reflect the State of Michigan Guidelines), are not required work days for members of the unit, but the members shall suffer no loss of pay for not working on said days. Holiday periods shall consist of Labor Day, Thanksgiving recess, winter vacation, winter break, spring break/vacation, Memorial Day, July fourth (for 12 month employees only). If the secretary so chooses, she may take a vacation or personal day if there are any additional Act of God/inclement weather days, so she will suffer no loss of pay.

Vacation days used will be deducted from the overall vacation days earned.

In the event of a financial necessity, as determined by the Board of Education, the Association recognizes that the above stated reference to "normal" work day, week and year may have to be adjusted, as determined by the Board, to respond to the financial situation rather than resort to layoff or termination. It is agreed that such alteration in the work day, week and/or year will be implemented only after consultation and discussion with the Association's Negotiating Committee.

### **Section III - Leaves of Absences**

1. Sick days shall be earned at the rate of one day per working month and shall be entitled to unlimited accumulation. Secretaries who are absent from duty because of personal illness shall be allowed full pay to be deducted from the sick day bank. Part time secretaries shall receive pro rata sick pay.
2. All secretaries will be granted four (4) personal leave days per school year. Unused personal days shall be converted into the sick day bank.
3. A secretary may be released from regular duties without loss of pay for the purpose of participating in areas or regional meetings or workshops for secretarial associations with the approval of her immediate administrator. Reimbursement of expenses for administrative approved meetings and workshops shall be paid to the secretary when receipts are presented to the business office.
4. Secretaries shall receive confirmation of their accumulated sick leave days with the first paycheck of the school year.
5. Leave of absence with pay chargeable against allowance shall be granted for the following reasons:
  - A. A maximum of five days per school year for a critical illness in the immediate family.
  - B. One day emergency illness in family requiring a secretary to make arrangements for medical or nursing care.
  - C. Time necessary for attendance at the funeral services of person whose relationship to the secretary warrants such attendance.
6. Leave of absence with pay not chargeable against the secretary's allowance shall be granted for the following reasons:
  - A. A maximum of three days for each death in the immediate family.
  - B. Absence when called for jury duty. Regular compensation shall be paid the jury duty secretary; however, jury duty paid money shall be turned in to the Board of Education for partial payment.
7. Any secretary, after 10 years of service to the school system, who leaves voluntarily, will be paid her accrued sick leave at the rate of \$22.00 per day. In the event of her death the accrued sick leave benefit will be paid to her beneficiaries. (School year shall run from July 1 to June 30)
  - A. At the end of each school year, a bargaining unit member may request that he/she be paid for all or part of his/her unused sick day allowance for that school year at the rate of \$22.00 per day.
8. In recognition of service to the school district, a terminal leave payment of \$75.00 for each year of service in the district will be paid to the secretary upon retirement up to a maximum limit of \$2,000 provided the secretary shall have been employed in the school district for at least ten (10) years.

9. After five years service a secretary shall be granted a leave of absence for personal reasons for twelve (12) months. The Board will provide the same or similar position for a person returning from leave.
  - A. Seniority will accumulate for purposes other than pay and/or fringe benefits during said leave.
  - B. Accumulated sick leave would remain the same with no new accumulation during a leave of absence.
  - C. Insurance premiums would not be paid by the Board of Education.
10. Leaves for pregnancy related disabilities shall be treated as leaves for any other disability.
11. An employee with at least two years of service in the system may be entitled to take a child rearing leave of up to twelve months. This leave shall be unpaid. The provisions of Section III, #9 A, B, and C shall apply. The employee will be given the same or similar position when returning.

#### **Section IV - Insurance Benefits**

1. The Board shall provide health insurance for a twelve month period for Tier I members of the bargaining unit and her eligible dependents. The Board shall provide single subscriber (employee only) health insurance for a twelve month period for each Tier II member of the bargaining unit.
2. The Board shall provide prescription insurance for all members of the bargaining unit who have health insurance.
3. The Mt. Morris Board of Education shall provide a cash option in lieu of health benefits for Tier I members of the bargaining unit in the amount of \$225 per month and \$100 per month for Tier II members of the bargaining unit.
4. Dental – The Board shall provide dental coverage for the Tier I members of the unit and their families. The Board shall provide single subscriber (employee only) dental coverage for the Tier II members of the unit (see attachment for details of coverage).
5. Optical – The Board shall provide optical coverage for the Tier I members of the unit and their families. The Board shall provide single subscriber (employee only) optical coverage for the Tier II members of the unit (see attachment for details of coverage).
6. The Board of Education shall pay the premiums for a long term disability program for the employees covered by this contract. Benefits will be payable upon the thirty-first (31<sup>st</sup>) calendar day of disability at sixty six and two thirds percent (66 2/3%) of the employee's salary.
7. The Board shall provide all employees of the bargaining unit with life insurance protection in the amount of \$30,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

#### **Health Insurance - Health Plus**

The Board shall provide, without cost to the employee, Health Plus PPO – Plan OPDOX Q1 with Rx \$5-\$10 Prescription Plan Co-Pay effective November 1, 2010.

#### **Vision Benefits** Employees and Dependents - Assignable

**COVERAGE SCHEDULE**

(The pages which follow refer to this Schedule)

*Employer:* Mt. Morris Consolidated Schools  
12356 Walter Street  
Mt. Morris, MI 48458

*Benefit Year:* July 1 through June 30

*Plan Year:* (see Coverage Schedule).

The records of the plan are kept separately for each plan year. The plan year begins on August 1 and ends on July 31.

|  |         |
|--|---------|
| Complete vision examination maximum -----                | \$50.00 |
| Single vision prescription maximum per pair of lenses -- | 50.00   |
| Bifocal prescription maximum per pair of lenses --       | 75.00   |
| Trifocal prescription maximum per pair of lenses --      | 90.00   |
| Lenticular prescription maximum per pair of lenses --    | 120.00  |
| Contact lens prescription maximum per pair of lenses --  | 125.00  |
| Standard-type frames maximum --                          | 70.00   |

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**BENEFIT DETERMINATION PERIOD:**

**SERVICE FREQUENCY:**

|                      |                             |
|----------------------|-----------------------------|
| Vision examination - | once every <u>12</u> months |
| Lenses -             | once every <u>12</u> months |
| Frames -             | once every <u>12</u> months |

External Coordination of benefits -- External X Internal/External

(Any spouse or child who is covered as an employee, or who is entitled to benefits under any extension of such insurance, is not a dependent.)

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**ELIGIBILITY**

Eligible classes: All persons of the employer in the following coverage classes shall be eligible for this coverage.

Employee's date of eligibility: Each employee within the eligible classes who works the number of hours in the normal work week established by the employer for the purposes of this coverage shall be eligible for this coverage on the day such work requirements are satisfied.

**Dental Benefits**

**SCHEDULE OF DENTAL BENEFITS**

*Employer:* Mt. Morris Consolidated Schools

12356 Walter Street  
 Mt. Morris, MI 48458  
*Eligible Classes:* (Group 003)

*Benefit Year:* A calendar year (January 1 through December 31)  
*Plan Year:* The records of the plan are kept separately for each plan year. The plan year begins on August 1 and ends on July 1.

Type I Benefits: (see list of dental services)  
 Percentage . . . . . 80%  
 Lifetime deductible amount . . . . . 0  
 Incentive plan increments\* . . . . . n/a

Type II Benefits: (see list of dental services)  
 Percentage . . . . . 80%  
 Annual deductible amount \*\* . . . . . 0  
 (maximum two per family)

Maximum annual dental benefit each covered individual: \$1,000  
 Maximum annual dental benefit each covered individual: \$1,200  
 (beginning 04-05)

**ORTHODONTIC BENEFITS**

Type III  
 Percentage . . . . . 80%  
 Deductible Amount . . . . . 0  
 Lifetime maximum benefit . . . . . \$1,000

Special provisions (as described in the coverage schedule supplement)

The following special provisions are included: A, B and F

\*Type I Benefits Incentive Plan increment provision: The Type I Benefits Percentage applicable to a covered individual's coverage for a benefit year will be increased as indicated provided the covered individual visited a dentist for periodic examination and diagnosis at least once during the preceding benefit year, and all Type I services, indicated in the list of dental services, which were recommended by the dentist as a result of the first of such visits, were completed during the benefit year. Otherwise, the original Type I benefits percentage will again apply for the current benefit year, and future incentive increments will be determined as described on the coverage schedule.

\*\*Type II Benefits Annual Deductible amount provision: For the purposes of calculating benefits for charges incurred in connection with any one treatment plan, charges used toward the satisfaction of the Type II Benefits Annual Deductible for a benefit year will include any charges in connection with the treatment plan which were used toward the satisfaction of the Benefits Annual Deductible for a previous benefit year. If any benefit has become payable under the coverage in connection with a charge, that charge shall in no event be considered in the satisfaction of the Type II Benefits Annual Deductible for any benefit year.

## **Section V**

1. **Longevity** -- Longevity compensation shall be granted to each member of the bargaining unit beginning with the following years of service: Tenth year of service \$200; Fifteenth year of service \$300; Eighteenth year of service \$400; Twenty-first year of service \$500; Twenty-fourth year of service \$600. Longevity shall be based upon total continuous length of service with the Board of Education.
2. **Anniversary Date** -- Those employees whose hire-in date falls between July 1st and December 31st shall be given credit back to July 1st for pay and longevity purposes. If an employee is hired after December 31st of the current fiscal year no credit for pay and longevity purposes will be granted until the following July 1 of the next fiscal year. The probationary period will not exceed twelve months.
3. **Experience** -- The probation period may be waived and/or credit given for prior experience at the discretion of the Superintendent of Schools.

In the event the work schedule of a given office is changed, the secretarial work schedule will be changed accordingly.

## **Section VI - Secretary Evaluation and Progress**

1. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced secretaries; therefore, secretaries shall be evaluated once a year.
2. The evaluation of secretaries shall be in writing and conducted by the building principal or immediate supervisor. A copy of the written evaluation shall be submitted to the secretary at the time of the personal interview or within ten (10) days thereafter; one to be signed and returned to the administration, the other to be retained by the secretary. In the event that the secretary feels her evaluation was incomplete or unjust, she may put her objections in writing and have them attached to the evaluation report to be placed in her personnel file. All evaluations shall be based upon valid criteria or evaluation of professional growth.

## **Section VII - Grievance Procedure**

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 a specific provision of the agreement. An employee having a grievance must present it orally to the employee's supervisor within five (5) days of when the employee became aware of the act or condition giving rise to the alleged grievance.
2. If the grievance is not settled orally between the employee and the supervisor within three (3) days after it has been brought to the supervisor's attention, the employee must reduce the grievance to writing and submit the written grievance to the supervisor.
3. The supervisor will give a written answer to the written grievance within five (5) days of receipt of the written grievance.
4. If the supervisor's written answer does not settle the grievance, the employee may submit the grievance to the superintendent or his/her designated representative within five (5) days of receiving the written answer of the supervisor. The superintendent shall answer the grievance within ten (10) days of receipt of the appeal.

5. If the superintendent's answer does not settle the grievance, the employee may, within five (5) days of receipt of the superintendent's answer, appeal the grievance to the Board of Education.
6. The Board of education shall designate three (3) representatives to hear the grievance. Within five (5) days of hearing the grievance, the Board of Education's representatives shall answer the grievance in writing and this answer shall be final.
7. At every step the employee shall have the right to be represented by the association or have an association representative present.

**Section VIII - Weekly Salary Schedule**

**2010-11**

**(.5% increase from 2009-10 for Tier I)**

| Step      | Tier I<br>(Seniority Date Before 7-1-10) |           | Tier II<br>(Seniority Date After 7-1-10) |           |
|-----------|--|-----------|--|-----------|
|           | Clerk                                    | Secretary | Clerk                                    | Secretary |
| Probation | \$373                                    | \$492     | \$281                                    | \$370     |
| 1-4 Years | \$413                                    | \$535     | \$310                                    | \$402     |
| 5-7 Years | \$466                                    | \$599     | \$350                                    | \$450     |
| 8+ Years  | \$514                                    | \$648     | \$386                                    | \$488     |

\*For 2010-11, a one-time lump sum stipend in the amount of \$425 will be paid to each member of the bargaining unit on the first pay in December (not to build on salary schedule).

**2011-12**

**(1% increase from 2010-11 for Tier I and .5% increase from 2010-11 for Tier II)**

| Step      | Tier I<br>(Seniority Date Before 7-1-10) |           | Tier II<br>(Seniority Date After 7-1-10) |           |
|-----------|--|-----------|--|-----------|
|           | Clerk                                    | Secretary | Clerk                                    | Secretary |
| Probation | \$377                                    | \$497     | \$282                                    | \$372     |
| 1-4 Years | \$417                                    | \$540     | \$312                                    | \$404     |
| 5-7 Years | \$471                                    | \$605     | \$352                                    | \$452     |
| 8+ Years  | \$519                                    | \$654     | \$388                                    | \$490     |

\*For 2011-12, a one-time lump sum stipend in the amount of \$250 will be paid to each member of the bargaining unit on the first pay in December (not to build on salary schedule).

**2012-13**

**(1% increase from 2011-12 for Tier I and .5% increase from 2011-12 for Tier II)**

| Step      | Tier I<br>(Seniority Date Before 7-1-10) |           | Tier II<br>(Seniority Date After 7-1-10) |           |
|-----------|--|-----------|--|-----------|
|           | Clerk                                    | Secretary | Clerk                                    | Secretary |
| Probation | \$381                                    | \$502     | \$283                                    | \$374     |



|           |       |       |       |       |
|-----------|-------|-------|-------|-------|
| 1-4 Years | \$421 | \$545 | \$314 | \$406 |
| 5-7 Years | \$476 | \$611 | \$354 | \$454 |
| 8+ Years  | \$524 | \$661 | \$390 | \$492 |

\*For 2012-13, a one-time lump sum stipend in the amount of \$250 will be paid to each member of the bargaining unit on the first pay in December (not to build on salary schedule).

**Section IX - Transfers**

An involuntary transfer will be made only due to negative economic conditions, the best interests of the school district and/or to prevent the layoff of members of the MMESA. The superintendent shall notify the affected employee and the association of the reason and the proposed steps of the transfer. The administration shall provide appropriate training to ready the employee for the new position. If the employee objects to such transfer, the dispute shall be resolved through the professional grievance procedure.

**Section X - Layoff and Recall**

In the event that it becomes necessary to reduce the number of secretaries through layoff from employment by the Board, secretaries with the most seniority in the District shall be retained. The seniority date is the first day of employment as a member of the MMESA by the Board of Education as determined by official records.

A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list.

Notice of intent to layoff will be issued no less than thirty (30) calendar days before layoff takes effect, whenever possible.

**Recall**

In the event of layoff, the Board will institute a recall procedure by which a secretary with the most Seniority will be called first. No new staff shall be hired until all staff on layoff, in line with their seniority has been offered an opportunity in writing to return to active employment.

Notice of recall will be sent to last known address of employee on file with the business office by certified mail.

Any Employee on layoff will retain seniority up to a maximum of two years, then seniority shall be frozen.

Employees, upon recall, will retain their pay according to years of active employment with the district.

**Section XI – Employee Discipline**

- 1) No employee shall be disciplined, suspended, or discharged without just cause and due process.
- 2) The administration agrees to notify the MMESA in writing, in the case of suspension or discharge with the approval of the employee.
- 3) All employees have the right to representation for any disciplinary matter.

**Section XII**

- 1) This agreement shall supersede rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
  
- 2) Copies of this agreement shall be printed at the Board's expense and presented to all secretaries employed by the Board.

**Section XIII - Duration of Agreement**

This agreement shall be effective upon ratification by both parties and shall continue in full force until June 30, 2013.

Mt. Morris Education Secretarial Association

Mt. Morris Board of Education

by: \_\_\_\_\_  
President

by \_\_\_\_\_  
President

by: \_\_\_\_\_  
Vice President

by \_\_\_\_\_  
Secretary

by: \_\_\_\_\_  
Secretary/Treasurer

by \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date