

Agreement Between
THE
BOARD OF EDUCATION
OF
DAVISON COMMUNITY SCHOOLS
AND
THE DAVISON EDUCATION
SECRETARIAL ASSOCIATION

2017/2018 and 2018/2019

IT IS THE POLICY OF THE DAVISON COMMUNITY SCHOOLS DISTRICT THAT NO PERSON SHALL, ON THE BASIS OF SEX, AGE, RACE, COLOR, NATIONAL ORIGIN, OR DISABILITIES, BE EXCLUDED FROM PARTICIPATING IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION, IN EMPLOYMENT OR ANY OF ITS PROGRAMS OR ACTIVITIES.

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I - INTENT AND PURPOSE	1
ARTICLE II - COVERAGE AND RECOGNITION	1
ARTICLE III - ADMINISTRATION RIGHTS	2
ARTICLE IV - OTHER AGREEMENTS	2
ARTICLE V - EVALUATION OF PERFORMANCE.....	2
ARTICLE VI - VACANCIES, TRANSFERS, LAYOFF AND RECALL	2
ARTICLE VII - SENIORITY.....	4
ARTICLE VIII - HOLIDAYS	5
ARTICLE IX - EMERGENCY DAYS	5
Jury Duty	6
ARTICLE X - VACATIONS	7
ARTICLE XI - LEAVES	7
Bereavement Leave	7
Sick Leaves	8
Leaves of Absence	8
Temporary	9
Personal	9
ARTICLE XII - MILEAGE	10
ARTICLE XIII - HOURS OF EMPLOYMENT AND WORK YEAR DEFINITION .	10
ARTICLE XIV - GRIEVANCE PROCEDURE.....	12
ARTICLE XV - MISCELLANEOUS PROVISIONS	13
Inservice Training	13
Smoke-Free Buildings	13
Medical Needs of Children	13
Dress Code	13
ARTICLE XVI - SECRETARIAL JOB CLASSIFICATIONS.....	14
ARTICLE XVII - INSURANCE BENEFITS AND SALARY	15
Health Insurance	15
Dental Insurance	16
Life Insurance.....	17

Optical Insurance	17
Long Term Disability Insurance	17
Longevity Pay	18
Payroll Deductions.....	18
Cafeteria 125 Plan.....	18
Salary Schedule	18
ARTICLE XVII - LENGTH OF AGREEMENT	19
APPENDIX A	20
APPENDIX B	22
APPENDIX C	23
APPENDIX D	24
INDEX.....	28

AGREEMENT

THIS AGREEMENT entered into this 15th day of May, 2017, effective the 1st day of July 2017, between Davison Community Schools, hereinafter designated as "Employer" and the Davison Education Secretarial Association, hereinafter designated as the "Association".

ARTICLE I - INTENT AND PURPOSE

- A. The Employer and the Association each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Association and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.
- B. Interpretation of Contract: The President of the Association and Assistant Superintendent for Curriculum and Personnel and or the DESA Contract Management Committee (see appendix) will attempt to settle any differences or interpretation of the contract. It is the responsibility of the secretary with the concern to discuss the matter with his/her immediate supervisor prior to taking this step.

ARTICLE II - COVERAGE AND RECOGNITION

The Association shall be and hereby is recognized as the sole and exclusive bargaining agent for all clerical and secretarial employees of the Employer, excluding the Secretary to the Superintendent, the Secretary to the Assistant Superintendent, the Payroll Secretary, all Central Office Secretaries (including Bookkeepers) that work for the Superintendent, Assistant Superintendent, Director of Special Services, or Director of Finance and Operations, the Substitute Teacher Coordinator, and all other employees and supervisors.

The terms "secretary" and "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit or negotiation unit as defined above.

ARTICLE III - ADMINISTRATION RIGHTS

The management of the operation and the direction of the working forces, including the right to plan and direct operation, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons, create new positions, the right to study any new or improved methods and the right to establish and maintain rules and regulations covering operations, violation of which shall be among the causes for discharge, are vested in the Employer. Provided, however, that such rights shall be exercised with due regard for the rights of the employee and subject to the provisions of this Agreement.

ARTICLE IV - OTHER AGREEMENTS

- A. The Employer agrees not to enter into any agreements or understandings with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.
- B. The Employer agrees not to enter into any other agreements with any other labor organization during the life of this Agreement with the respect to employees covered by this Agreement.

ARTICLE V - EVALUATION OF PERFORMANCE

Evaluations of employees will be written periodically. The evaluation will be done by the employee's immediate supervisor. A signed copy of this evaluation shall be given to the employee. The Superintendent's designee shall receive a copy of this evaluation.

ARTICLE VI - VACANCIES, TRANSFERS, LAYOFF AND RECALL

- A. Definition of terms:
 - 1. A vacancy is defined as any opening within the bargaining unit.
 - 2. A transfer is a movement of a bargaining unit employee from one position or building to another position or building within the bargaining unit.
- B. Transfers/Vacancies

By May 30th of each year, any employee in this bargaining unit who wishes to be considered for a transfer to a position which may become vacant during the summer break, must submit a letter to the personnel office indicating the specific position(s) for which he/she would like to be considered. The employee shall

send copies of this letter to the employee's immediate supervisor and to the DESA president.

- C. In the event that a position shall become vacant within the unit of employees covered by this Agreement, such vacancy shall be made known to the employees by means of a written notice and it shall be posted in every building for five (5) working days. Such vacancy shall be open to qualified employees on the payroll and to the general public. Qualifications for the position shall be established by the Superintendent of Schools or his designee.
- D. In the event that the District determines it is necessary to eliminate positions within the DESA bargaining unit, the secretaries whose positions are eliminated will have the opportunity to displace the lowest seniority employee in the same classification or a lower classification provided the employee whose position has been eliminated is capable and qualified to perform the job as determined by the administration.
- E. Layoff Notices: Secretaries shall be given notice of layoff thirty (30) calendar days prior to the effective date of the layoff.

Layoff notices shall be delivered personally in the presence of a witness, or by registered letter to the secretary's last known address. The Association shall be provided notification of such layoffs.

- F. In the event of a layoff of any Level I, II, or III secretary, as specified in Article XVI, the employee within a Level with the least bargaining unit seniority will be laid off first, providing the remaining employees are considered appropriately qualified and suited, as determined by the Administration, to hold the remaining positions.

When being recalled, the laid off employee with the most seniority within the bargaining unit, and who is considered appropriately qualified and suited for the position as determined by the Administration, will be called back first.

A laid off employee being recalled will be sent a recall notice by registered mail to the employee's address of record and/or contacted directly. If a laid off employee refuses recall or does not notify the Administration of his/her decision to return to work by the date specified in the recall notice (or another date as agreed upon by the employee and the Administration) within seven (7) calendar days from receipt of the notice of recall, then the employee is considered a voluntary quit.

However, an employee who is being recalled to a position with fewer hours of work and/or a lower rate of pay than what the employee had before layoff, may decline to accept the recall and still retain his/her right of recall. In addition, if a laid off employee accepts recall to a position with fewer hours of work and/or a

lower rate of pay than what the employee had before layoff, the employee will still be allowed to apply for a subsequent vacancy which has more hours of work and/or a higher rate of pay.

If a laid off employee does not accept recall, the Administration may then proceed to recall other laid off bargaining unit members as specified above. If all laid off employees have either been recalled or are not deemed appropriately qualified and suited for the vacant position by the Administration, then the Administration may hire from outside the DESA Group in order to fill the position.

The right of recall of a laid off employee shall not exceed the employee's amount of seniority or two calendar years from the effective date of layoff, whichever is less. Thereafter, the laid off employee loses the right of recall.

- G. The Assistant Superintendent for Curriculum and Personnel shall give the President of the Association two weeks' notice whenever positions are vacated or newly created or when assignments are substantially changed, at which time the classifications will be reviewed. The President of the Association shall be notified of the classification, salary, and vacation time of all new employees hired under this contract.
- H. Any employee desiring to resign shall give the Employer at least two (2) week's written notice.

ARTICLE VII - SENIORITY

Seniority shall begin on the date that an employee begins work in a DESA bargaining unit position. Employees may bring any experience, for pay purposes only, from prior secretarial positions outside the school district based on the approval of the Superintendent of Personnel or his designee. For pay purposes only, a secretary moving from part-time to full-time shall receive only Davison secretarial experience credit. For movement between the full-time levels, the administration may grant outside experience credit. The granting of such experience credit shall not be grievable.

ARTICLE VIII - HOLIDAYS

A. All employees shall be entitled to the following holidays without loss of pay provided that it falls within their regularly scheduled work year:

1. Independence Day (only for the two year-round employees)
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Day before Christmas
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Good Friday
10. The Monday following Easter*
11. Memorial Day

*Any school year where the Monday following Easter falls on a student day, this holiday will be observed the Monday of the District's Spring Break.

B. Whenever any of these holidays fall on Sunday, the following Monday shall be considered as the designated holiday. Whenever any of the above holidays fall on Saturday, said employees shall be given a day off with pay at a time which does not interfere with operations, provided that the Employer may, by mutual agreement with the employee, pay an employee for such time rather than grant a day off.

C. In order to be eligible for holiday pay, all employees must work the full scheduled days before and after a holiday unless their absence is specifically excused.

D. Secretarial employees who are not scheduled to work during Christmas vacation shall be paid for the four (4) paid holidays that fall during the Christmas vacation period.

ARTICLE IX - EMERGENCY DAYS

A. Secretaries called into work or those who choose to work with authorization from their immediate supervisor on snow/emergency days will be paid their regular hourly wage for the hours they work. Secretaries choosing to work on snow/emergency days must notify their immediate supervisor of their intent to work and get authorization to work from their immediate supervisor. Secretaries may use vacation, personal or comp time on snow/emergency days with authorization from their immediate supervisor.

- B. The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable by the employee. Such employee will be required to work on any make-up days and will be paid for those days. After an employee reports for work, if the rest of the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee (except for those employees required to remain) may leave when released by the building principal. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

If it is determined that school should be dismissed after an employee's work day has started, employees covered in this Agreement will be allowed to leave their designated building a maximum of one and one-half (1.5) hour or at the administrator's discretion, whichever is sooner, after the last bus has left.

- C. Should the law be changed to allow for emergency closing days to be counted for State Aid, this part of the contract shall be subject to negotiations.
- D. **Jury Duty:** An employee who is summoned and reports for jury duty, as required by law, shall cash the jury duty check and submit to the business office that amount less the mileage reimbursement. The employee shall submit and be paid for their regular work hours at their hourly rate while serving on a jury.

ARTICLE X - VACATIONS

- A. Full-time employees, those working thirty (30) hours or more per week throughout the school year, shall qualify for vacation pay provided the employee has completed one year of service in the district. Using the scale below, the number of vacation days will be determined as follows:

<u>DAYS WORKED</u>	VACATIONS			
	<u>2 - 4 YEARS</u>	<u>5 - 10 YEARS</u>	<u>11-14 YEARS</u>	<u>15+ YEARS</u>
221+	7 DAYS	10 DAYS	13 DAYS	17 DAYS
190 - 220	5 DAYS	8 DAYS	11 DAYS	14 DAYS

- * Secretaries who work less than year round do not receive vacation credit for the summer break.

- B. Vacation periods shall be during spring vacation, winter vacation, summer vacation, or any combination of the above. Vacation may also be requested at any other time approved by the immediate supervisor and the Superintendent or his designee, provided a substitute secretary is not required for the vacated time. Such requests must be submitted in writing.

Full time secretaries may be granted a "Once in a Lifetime" vacation during times when school is in session with approval of the building principal and assistant superintendent. Requests for "Once in a Lifetime" vacation leave must be submitted to the building principal in writing.

ARTICLE XI - LEAVES

- A. **Bereavement Leave:** Employees shall be granted up to three (3) days per year with pay for the attendance at funerals of family members. The Assistant Superintendent for Personnel may, under extenuating circumstances, grant additional bereavement days.

The employee needs to complete an Absence Request Form with the date of the funeral and the relationship to the deceased.

Leave for other circumstances not covered by this paragraph may be granted by the Assistant Superintendent for Personnel.

B. Sick Leaves:

1. Each employee shall be credited with ten (10) sick leave days at the beginning of each school year. These days may not be used during the first seventy (70) working days of employment. Secretaries may accumulate up to eighty-five (85) unused sick days.
2. The Board of Education shall provide the Board's "Long Term Disability Program" to all permanent employees working at least twenty (20) hours per week with benefits beginning on the thirty-first (31st) calendar day at a rate of sixty-six and two-thirds (66 2/3%) percent of contracted salary until the age of sixty-five (65) or the expiration of the disability, whichever occurs first.

The Board of Education agrees to provide the above mentioned Long Term Disability Program within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

3. Employees shall upon retirement, resignation, or in case of death, the beneficiary, be paid for all full-time days not used in run-off, at the rate of fifteen and no/100 (\$15.00) dollars per day. Employees who are employed on less than a full-day schedule shall receive a pro-rated amount of fifteen and no/100 (\$15.00) dollars per day.
4. Employees returning to work after an illness of more than six (6) working days may be required to submit a doctor's statement to the Personnel Office certifying that the employee is capable of returning to work.
5. To encourage the employees to accumulate sick days, the following incentive is available:

No Sick Days Used	=	2 days pay bonus
One Sick Day Used	=	1.5 days pay bonus
Two Sick Days Used	=	1 day pay bonus

Payment will be made upon completion of the fiscal year.

C. Leaves of Absence:

1. In the event that an employee takes an approved leave of absence from the Davison Community School District, the employee's position will be held for him/her for a period of up to 90 consecutive work days. During this period the position may be filled on a temporary basis by a non-bargaining unit member at the substitute rate of pay. After this 90 day period the position will be deemed to be open unless the temporary status is extended by written mutual agreement of the DESA-Davison Community Schools CMC. If such extension is granted, the position may

continue to be filled on a temporary basis as specified above. The substitute will begin earning base pay of that position according to the contract on the ninety-first (91st) day of subbing for said position.

2. In the event that a current employee is temporarily placed in the open position, he/she shall be paid at their current rate of pay. If, after a period of 90 consecutive work days, the permanent employee does not desire to return to work, the position may be opened to other candidates as stated in Article VI.
3. Leaves of absence shall comply with the terms of the Family and Medical Leave Act.
4. **Temporary Positions:** Temporary positions should not exceed 90 consecutive working days in length. When a temporary position exceeds 90 consecutive working days a meeting of the CMC will be convened to determine the status of the position.
5. **Personal Leave:** Two (2) days personal leave per year shall be granted upon the request of the secretary. Such leave shall be for activity and business which cannot be conducted at any time other than school time. Permission for leave will be granted providing such request is made as early as possible, but not later than 4:00 p.m. of the previous day. All secretaries shall be paid for unused personal leave days at the end of the work year at the rate of \$55.00(fifty-five dollars) per day for an eight hour employee and prorated for secretaries who work less than an eight hour day. In the event a secretary shall leave his/her position at the end of the first semester and had already used the two (2) days allocated for the year, one (1) days' salary shall be deducted from the last check.

Effective with the beginning of the 2014/2015 school year, secretaries may be allowed to convert one sick day per school year to a personal day with approval from their immediate supervisor. The District will develop a form for such requests.

Secretaries may use a personal day on a day school is canceled (ie. snow day) in order to be paid for the day without having to report. The secretary must notify and get approval for the use of the personal day from their immediate supervisor.

ARTICLE XII - MILEAGE

Employees using their personal car for school purposes shall be reimbursed according to current Board policy. In such a case, a detailed statement of miles traveled, destination and purpose must be supplied.

ARTICLE XIII - HOURS OF EMPLOYMENT AND WORK YEAR DEFINITION

- A. The work year for both full-time and part-time employees is defined as July 1 through June 30, which is consistent with the district's fiscal year.
- B. Full-time employees covered by this contract shall have a one (1) hour unpaid lunch break. This schedule may be adjusted by the administrator to suit the particular job, provided that the Superintendent of Schools or his designee approves. Part-time employees shall be defined as employees whose regular work schedule is less than six (6) hours per day.
- C. Flex Time Policy: Employees may occasionally change the hours within their work day with prior approval of their supervisor. However, employees may not adjust hours to their scheduled work day to shorten their work week.

Compensatory "Comp" Time Policy: Full-time employees may select compensatory time in lieu of overtime pay for overtime hours worked with prior written approval of their supervisor. Comp time is figured at the rate of time-and-a-half for every overtime hour worked. All comp time earned must be included on the employee's time sheet.

Full-time employees may only accrue up to 20 hours of comp time at any one time; year-round employees may only accrue up to 30 hours. All accrued comp time must be used or paid out at the end of the employee's work year.

Full-time employees may only use comp time with prior approval from their supervisor and as long as it does not unduly disrupt the normal operations of the District or school building. Comp time should not ordinarily be used during times when students are in attendance.

The use of compensatory time and overtime pay cannot both be used during the same work week if the week contains five (5) student days.

- D. Employees shall be paid time and one-half for work in excess of eight (8) hours per day or forty (40) hours per week. All overtime must be approved in advance by the employee's immediate supervisor.

- E. Each employee shall be entitled to a fifteen (15) minute break during each four (4) hour work period. Such breaks shall be at regular times as specified by their supervisor. All such breaks will be taken within the building in which the employee works. The times of such breaks will not be changed except if unusual circumstances permit.

- F. Secretaries shall work all days when students are scheduled to attend unless they are on an approved leave (e.g. sick, personal, vacation, unpaid). In addition, each secretary shall work a number of non-student days. Appendix B defines the total number of student and non-student days to be worked by secretaries. With the exception of High School Guidance Secretary and District Copy Center Secretary, these additional non-student work days shall not be scheduled during the month of July unless mutually agreed to by both the secretary and the supervisor. Should the secretary choose not to work any days in July, there shall be no reprisal by the supervisor. These additional non-student work days shall be scheduled contiguous with the start and/or end of the school year unless mutually agreed to by the secretary and the supervisor.

ARTICLE XIV - GRIEVANCE PROCEDURE

Should any differences, disputes or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such disagreement promptly through the following steps:

Step 1

Before a grievance is filed, the DESA President must be notified of the complaint in writing.

A conference will be held between the aggrieved employee and a representative of the Association, or both, and the immediate supervisor.

Step 2

If the complaint is not satisfactorily adjusted in Step 1, then it shall be put in writing and presented to the supervisor involved in Step 1. Such written grievance shall be upon forms as mutually agreed upon between the Employer and the Association. Such written presentation of grievance must be made within five (5) working days of denial of grievance in Step 1. Upon presentation of a written grievance, the supervisor involved shall notify the grievant and/or Association of his/her answer in writing within five (5) working days after presentation of said written grievance.

Step 3

If the grievance is not satisfactorily adjusted in Step 2, the grievant may, within five (5) working days after receipt of written answer, appeal to the Superintendent or his designee. This administrator shall notify the grievant and/or Association of his answer in writing within five (5) working days of submission to him.

Step 4 - Board-level Appeal

- a. If the answer provided for in Step 3 above is not satisfactory to the individual and the individual believes that the answer should be appealed, he/she may refer the grievance to the Association representative. The representative of the Association will review the matter and may within five (5) days after the answer referred to in Step 3 above, appeal the grievance to the Appeal Board consistent with Board policy.
- b. In the event the grievance is not satisfactorily resolved in Step 4, or if Step 4 is omitted:

- (1) The Association may request the American Arbitration Association to submit a list of arbitrators from which the parties shall select an arbitrator.
 - (2) It is agreed that the jurisdiction of the arbitrator referred to above shall be limited to grievances, complaints, and disputes concerning the interpretation, application, or administration of this Agreement, as written and expressed, but such jurisdiction shall not include, but specifically excludes, the power to add to or subtract from or otherwise modify or alter any of the terms of this or any Agreement made supplementary hereto. Neither party shall be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other party. Both parties agree to be bound by the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - (3) Any cost incurred in the arbitration procedure shall be shared jointly by both parties provided that each party shall pay their individual expense.
- c. A grievance may be withdrawn at any step without prejudice or record. No reprisals of any kind shall be taken by or against any party involved.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. **Inservice Training:** All reasonable expenses associated with any training required by the Employer shall be paid for by the Employer. In addition, secretaries may be allowed one day per year (with pay) to visit another school for the purpose of observing a secretary in a comparable position. Requests must be submitted through their immediate supervisor to the Assistant Superintendent for Curriculum and Personnel who will determine the merits of the request. His/her decision will be final in the matter.
- B. **Smoke-Free Buildings:** All buildings are smoke free by law.
- C. **Medical Needs of Children:** Secretaries will not be required or asked to transfer, lift or toilet children. Secretaries may be asked to assist children with some medical appliances such as nebulizers or breathing machines or asked to perform routine diabetes testing. The secretary will be informed and provided with guidelines regarding any medical maintenance or necessary emergency measure for students.
- D. **Dress Code:** Secretaries are expected to follow the dress code guidelines included in Appendix C.

ARTICLE XVI - SECRETARIAL JOB CLASSIFICATIONS

LEVEL I

Alternative Ed. Secretary
High School Principal Secretary
Elementary Principal Secretary
Middle School Principal Secretary
Curriculum Coordinator Secretary /Title 1
High School Guidance Office Secretary
Middle School Guidance Office Secretary
Intermediate School Principal Secretary

LEVEL II

High School Assistant/Associate Principal Secretary
Middle School Assistant Principal Secretary
High School Attendance Secretary
High School Athletic Office Secretary
District Copy Center Secretary
Intermediate School Assistant Principal Secretary
GSRP (6 hours)/Assessment Office Secretary (2 hours)

LEVEL III

Six-Hour Elementary Secretary
Six-Hour Intermediate School Secretary
Six-Hour Middle School Secretary
Six-Hour High School Secretary
Six-Hour Secretary at Alternative Education
Five-Hour Secretary at Food Services Department
Four-Hour Secretary at District Copy Center
Six-Hour Secretary at Transportation Department

Classification Changes: A committee of four members (two from the Administration and two from the Association) will review any requested future classification changes. This would be either level changes or movement in or out of the bargaining positions. Any changes will only be made with a majority vote.

ARTICLE XVII - INSURANCE BENEFITS AND SALARY

1. Fringe Benefits

Regular full-time secretaries who work eight (8) hours per day and whose regular work schedule is forty hours per week for a minimum of thirty-nine weeks of work per year, shall be, unless included in the exceptions listed below, entitled to the following insurance benefits:

A. **Health Insurance:** Eight hour secretaries may elect one of the following MESSA health insurance programs pursuant to 2011 Public Act 152 with the District contributing toward the cost of the premium as shown below, within constraints imposed by law. For the 2017/2018 school year, the District hard caps will be as shown below:

- Single Coverage - \$6,100.00
- Two Person Coverage - \$13,100.00
- Full Family Coverage - \$17,100.00

On January 1, 2019, the District hard cap will increase by the same percentage as the state hard caps.

MESSA Choices II

- \$500/\$1000 In Network-Deductible
- Rx Saver
- \$20/\$25/\$50 OV/UC/ER

OR

MESSA ABC Plan 1 High Deductible Health Plan

- \$1300/\$2600 In Network-Deductible
- Rx Saver
- OV/UC/ER – N/A

OR

- A different medical health insurance plan mutually agreed upon by the Board and the Association

Beginning July 1, 2016, six-hour secretaries will be eligible to elect the MESSA ABC Plan 1 single coverage only. Secretaries may choose to pay up to two person or full family coverage at their own expense.

Payment of the employee contribution will begin with the first paycheck of the school year in September, and be paid in 21 deductions. Employees will have the amount of the employee contribution deducted from their pay automatically and need to take no action for the deduction to begin. Any deduction will be made with after tax dollars unless the employee implements the pretax dollar plan.

Employees may pay the employee contribution with pretax dollars under an IRS Section 125 Premium Contribution Plan adopted by the Board of Education as an amendment to the Section 125 plan. Under a Premium Contribution Plan, employees can avoid Federal and State income taxes and FICA taxes (as will the Employer on FICA). They will have to pay MSPERS Contributions, as will the Employer.

Employees need to enroll for the pretax contribution plan during open enrollment and specify the amount to be set aside in the tax-free fund. Open enrollment for each school year will take place in May.

1. Exceptions
 - a. Only one spouse shall be eligible when both work for the school.
 - b. The spouse employed by the school shall be ineligible when eligible for coverage by a policy of some other employer or former employer.
 - c. Options in lieu of Health Insurance: Those employees eligible to receive health insurance but not electing health insurance coverage under the provisions of this agreement shall receive two thousand dollars (\$2,000.00) per year.
 - d. Secretaries working less than six hours/day shall be allowed to purchase medical insurance coverage at their own expense through payroll deduction.

B. Dental Insurance:

The Board shall provide dental insurance with \$1,000.00 annual maximum for service types A, B, and C and \$1,500.00 lifetime maximum for service type D – orthodontic, or an equivalent plan and it may be a self-insured dental plan.

If the employee has no other dental coverage, Plan A coverage will be provided.

Plan A:

- Type A Expenses – Diagnostic and Preventive Services 80%
- Type B Expenses – Basic Services 80%
- Type C Expenses – Major Services 80%
- Type D Expenses – Orthodontics 70%

If the employee is eligible for other group dental care, he/she shall so inform the Personnel Office in writing and Plan B coverage will be provided. Benefits will be coordinated with the other insurance to cover up to 100% of the dental charge. Charges will be covered up the amounts shown below based on the type of expense.

Plan B:

- Type A Expenses – Diagnostic and Preventive Services 50%
- Type B Expenses – Basic Services 50%
- Type C Expenses – Major Services 50%
- Type D Expenses – Orthodontics 70%

The dental plan shall include internal and external Coordination of Benefits (COB), with the premium for those employees based on 50%-50% co-pay.

- C. **Life Insurance:** The Board of Education shall provide group life insurance in the following amounts to the employee's designated beneficiary: \$40,000.

In the event of accidental death, the insurance will double the specified amount.

- D. **Optical Insurance:** The Board of Education shall provide the same vision insurance that is offered to the teachers in their contract.

- E. **Long Term Disability Insurance:** The District will offer long term disability insurance (LTD) with the following features:

1. 66 2/3% of the employee's pay on the salary schedule to a maximum monthly benefit of \$3,500.00
2. Elimination period: Length of accumulated sick leave, or 30 calendar days of disability accumulated in any twelve (12) consecutive months, whichever is later
3. Mental Disorder & Substance Abuse – 24 months unless hospital confined
4. Rehabilitation (50% of rehabilitation offset)
5. Layoff protection up to three (3) months
6. Six-month recurrent disability clause
7. Minimum-benefits greater of \$50.00 or 5%

2. **Longevity Pay:** The following provisions will be made for full-time and part-time employees according to the years worked:

11-15 Years	5.5 Day's Pay
16-22 Years	6.5 Day's Pay
23 + Years	7.5 Day's Pay

Payment shall be made in the first pay period following the seniority date. **It is the individual secretary's responsibility to inform the payroll department as to his/her anniversary date for the longevity pay.*

3. **Payroll Deductions:** All payroll deductions presently in effect will be continued in the same manner as in the past.
4. **Cafeteria 125 Plan:** The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and the administration of benefits under the Section 125 plan shall be borne by the employer.
5. **Salary Schedule:** found in Appendix A.

ARTICLE XVII - LENGTH OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2017, and shall continue in full force and effect through the 30th day of June 2019. Upon the final termination date of this contract, it shall be continued on a yearly basis thereafter from year to year unless at least sixty (60) days prior to the final termination date of this contract the Association shall notify the Employer of its intention to negotiate a new contract.

DAVISON EDUCATION SECRETARIAL ASSOCIATION (DESA)

Janice LaLonde, President

Kellynn Bruns, Secretary

DAVISON BOARD OF EDUCATION

Kathleen Sudia, President

Karen Conover, Secretary

APPENDIX A
DAVISON EDUCATION SECRETARIAL ASSOCIATION
SALARY SCHEDULE

SALARY SCHEDULES ARE BASED ON HOURLY RATES.
 2017/2018 and 2018/2019 DESA SALARIES

For the 2017/2018 school year:

- There will be a 3.0% increase on the Salary Scale.
- No steps will be granted.

For the 2018/2019 school year:

- There will be 2.0% increase on the Salary Scale.
- No steps will be granted.

2017/2018

Level	0	1	2	3	4	5	6	7	8	9	10
1	14.02	14.37	14.73	15.10	15.48	15.87	16.27	16.69	17.11	17.54	17.98
2	13.33	13.65	13.98	14.32	14.66	15.01	15.37	15.74	16.12	16.51	16.90
3	9.26	9.52	9.77	10.04	10.32	10.61	10.90	11.20	11.51	11.82	12.15

2018/2019

Level	0	1	2	3	4	5	6	7	8	9	10
1	14.30	14.66	15.02	15.40	15.79	16.19	16.60	17.02	17.45	17.89	18.34
2	13.60	13.92	14.26	14.61	14.95	15.31	15.68	16.05	16.44	16.84	17.24
3	9.45	9.71	9.97	10.24	10.53	10.82	11.12	11.42	11.74	12.06	12.39

* Level 3 secretary must pass the required skills test to be eligible for a Level 1 and 2.

Whenever an employee is required by the Employer to work in a higher rated classification within the bargaining unit, compensation will be paid for all hours worked in such capacity at the starting rate of the higher classification unless his/her own rate exceeds such starting rate, in which case the employee will be paid at the rate in the higher classification which is next higher than his/her own rate retroactive to the first day they work in the higher classification.

This pay rate adjustment applies only in situations of five (5) consecutive work days or more.

New hires that are granted experience credit will not be placed higher on the Salary Schedule than an existing secretary with the same number of years of experience in the Davison District.

GAME HELP

There are three (3) pay rates for secretaries working as game help.

- Secretaries working as game help make minimum wage.
- Secretaries working as the event coordinator/supervisor make \$10.00/hour.
- If the coordinator/supervisor works more than 40 hours/week, they qualify for the “blended overtime” rate. The blended overtime rate is calculated by taking the amount earned for the number of hours worked at the regular hourly rate and the amount earned for the number of hours worked at the game help rate, adding those amounts together and dividing the total amount by the total number of hours worked to get the blended overtime rate.

APPENDIX B

	POSITION	DAYS WORKED
Eight-Hour Positions	Secretary to High School Principal	210-220
	Secretary to Middle School Principal	210-220
	Secretary to Intermediate School Principal	210-220
	Middle School Secretary	195-205
	Middle School Guidance Office Secretary	205-212
	High School Guidance Office Secretary	All Year
	High School Athletic Office Secretary	205-215
	High School Secretary	205-212
	Secretary to Alternative High School Dean of Students	205-212
	Secretary to Intermediate School Assistant Principal	195-205
	High School Attendance Secretary	190-200
	Secretary to Elementary Principal	205-212
	Secretary to Curriculum Coordinators	195-205
	GSRP/Assessment Office Secretary	195-205
	District Copy Center Secretary	All Year
	Four-Hour Secretary at District Copy Center	185-190
	Six-Hour Elementary Secretary	205-212
	Six-Hour Intermediate School Secretary	190-205
	Six-Hour Middle School Secretary	190-205
	Six-Hour High School Secretary	195-205
	Five-Hour Secretary at Food Service Department	185-200
	Six-Hour Secretary at Alternative Education	195-205
	Six-Hour Secretary at Transportation Department	205-215

Secretaries will work the number of days listed above. In cases where a range of days is listed, the supervisor will determine the number of days to be worked. However, the secretary will not be required to work fewer than the minimum of the range or more than the maximum of the range without mutual agreement between the secretary and the supervisor.

APPENDIX C
DAVISON COMMUNITY SCHOOLS
Secretary Dress Code Guidelines

- Secretaries are considered professionals and should dress accordingly.
- It is recognized that certain activities may require concessions to the dress code and will need to be approved by building administration.
- Jeans that are neat, clean, and untattered may be worn with building administration approval.

MEN

Acceptable Attire:

Business suits
Sport coats, blazers
Dress slacks
Docker style slacks
Khaki slacks
Dress corduroy slacks
Shirts: Oxford style dress shirts
 Polo style
 Band collar
 Turtlenecks
Sweaters
Ties
Leather deck shoes
Loafers
Dress shoes

May Be Acceptable:

Denim shirts, if worn with acceptable slacks or under a sport coat
Sweatshirts, if worn over a turtleneck or other collared shirt

Unacceptable as Professional Dress:

Tanks tops, sleeveless shirts
Sandals
Overalls
Sweatpants
Beach shoes; all rubber & plastic shoes, ex. Crocs/Flip Flops

WOMEN

Acceptable Attire:

Business suits
Sport coats, blazers
Dress slacks
Docker style slacks
Khaki slacks
Dress corduroy slacks or skirts
Capri pants
Skirts (modest length)
Conservative dresses
Skorts (modest length)
Denim jumpers, dresses or skirts
Shirts: Oxford style
 Turtlenecks
 Polo style
 Blouses

Sweaters

Sandals

Leather deck shoes

Loafers

Dress shoes

Dress boots

May Be Acceptable:

Denim shirts, if worn with acceptable attire
Shorts, if appropriate length and part of a dressy ensemble
Sweatshirts, if worn over a turtleneck or other collared shirt

Unacceptable as Professional Dress:

Stretch pants, spandex apparel
Halter tops (or tops which reveal the midriff)
Low cut tops
Denim overalls
Tank tops
Beach shoes; all rubber & plastic shoes, ex. Crocs/Flip Flops

APPENDIX D
**DAVISON COMMUNITY SCHOOLS/
DAVISON EDUCATION SECRETARIAL ASSOCIATION**

PROCEDURES TO BE USED FOR CONTRACT MANAGEMENT COMMITTEE
April 1994 (Revised 2017)

1. CONSENSUS/DECISION-MAKING

Decisions will be made by consensus of those present. If after two tries for strict consensus, one person is dissenting, a decision can be made with one dissent. A majority vote shall be required for approval of contract deviation requests.

2. MEMBERSHIP

3 DESA team members
3 Administrative team members

Any new member shall be appropriately oriented and trained within their first three months of appointment. Specific details regarding training will be decided by consensus by the Contract Management Committee as needed. Any current member will give as much advance notice as possible before resigning.

3. MEETINGS

Meetings will be scheduled at the request of the Assistant Superintendent or the Association President.

4. QUORUM

In order for a decision to be made, there must be at least 2 of the 3 team members from each team in attendance.

5. REVISITING ISSUES

If the group by consensus, or if either team by strict consensus, wishes to reconsider a prior decision, it will be reopened.

6. AGENDAS

The agenda for a meeting will be set by the Assistant Superintendent with input from all members of the committee, and will be adopted by consensus at the beginning of each meeting.

7. INCLUDED IN EACH AGENDA MAY BE:

At the beginning:

- A. Adopting agenda (required)
- B. Approve the minutes of last meeting (required)
- C. Special Reports and/or announcements (if applicable)
- D. Items for discussion (required)
- E. Presentation of problems (if applicable)
- F. Contract Deviations (if applicable)

8. FACILITATOR

Meetings will be facilitated by the Assistant Superintendent.

9. RECORDER

A DESA team member will be assigned as the recorder. The recorder will send minutes to members within one week of meeting.

10. MEETING STRUCTURE

The group will be seated so all members can see each other.

11. SPEAKING

Group members will speak at will; however, the facilitators may require that group members be recognized by the facilitator before speaking. Group members will try not to interrupt each other.

12. PROBLEMS

Problem solving may be done using the problem statement form.

The following categories will be eligible for discussion at CMC meetings:

- A. Issues referred from contract bargaining
- B. New problems
- C. Technical adjustments
- D. Mutual issues
- E. Deviation requests
- F. Grievance issues by consensus if one side or the other refers it to CMC. While an issue is being discussed at CMC, grievance filing deadlines will be held in abeyance. Any extension of time for processing a grievance shall be specified in writing. The CMC will decide if it is the appropriate forum for grievances.

The contract will stay the same except where it is changed by consensus of the group and, when appropriate, approved by the Board of Education and the Secretarial Association.

All problems presented on a problem statement form will be considered by the group as problems for discussion and decision-making.

13. SUB-COMMITTEES

The group may create joint sub-committees by agreement at any time.

- A. Problems should be clearly defined before being sent to sub-committee.
- B. Sub-committees should have a clear assignment.

14. CAUCUS

Either side may caucus for 15 minutes. The topic(s) to be discussed will be announced before the caucus. A summary of the caucus will be announced at the end of the caucus. The parties will make an effort to limit the number of caucuses.

15. COMMUNICATIONS OUTSIDE THE GROUP

Any press releases will be sent by consensus of the group. Officials from DESA and Board may respond in general terms to press inquiries, but issues on the table will not be discussed except by consensus.

At the end of each meeting, the whole group will discuss what will be disseminated and then each team will decide what that team will disseminate to their constituencies.

16. CONFIDENTIALITY

Any request for confidentiality will be considered by the group and decided on by consensus.

Facts and opinions expressed in the group will not be related outside the group with the person's name attached, except by permission of that person. All members agree that sensitive information and opinions will be treated discreetly.

17. PARTICIPANTS AND OBSERVERS

3 DESA team members
3 Administrative team members
Outside facilitator (optional)

Resource people and others may be invited into the CMC by consensus. The group will decide the role, time, and order of non-group members in the CMC.

18. CHANGING RULES

Rules can be changed by consensus of the group.

19. IMPASSES OR BREAKDOWN IN PROCESS

If either side feels that the CMC is at impasse or the process has broken down:

- The group may analyze the cause of the breakdown
- The group may consider bringing in an outside facilitator

20. REVIEW OF RULES

The rules will be reviewed by the group in the spring of each year.

CONTRACT MANAGEMENT COMMITTEE
DAVISON COMMUNITY SCHOOLS/
DAVISON EDUCATION SECRETARIAL ASSOCIATION

Problem Statement

Date: _____

PROBLEM #: _____

Problem:

Supporting Data:

Examples - (How do you know it is a problem?)

Group Statement of Problem:

Information Needed: Who is responsible: _____

Destination of Problem: Negotiations Monthly Meeting Adm. Regulations
 Board Policy Other

Brainstorming Solutions:

Recommended Solution:

Recommended Contract/Adm. Regulations/Board Policy Language/Other:

INDEX

Absence	5, 7, 8, 9
Arbitration	13
Benefits	6, 8, 15, 16, 17, 18
Bereavement	7
Compensation	6
Compensatory Time	10
Contract Management Committee	1, 24
Deductions	15, 18
Dental Insurance	16
Discharge	2
Emergency Days	5
Evaluation	2
Full-time	4, 7, 8, 10, 15, 17
Health Insurance	15, 16
Holidays	5
Inservice Training	13
Insurance Benefits	15
Jury Duty	6
Layoff	3, 17
Leaves of Absence	8
Life Insurance	17
Long Term Disability	8, 17
Longevity	18
Optical Insurance	17
Part-time	4, 10, 17
Payroll Deduction	16, 18
Personal Leave	9
Recall	3, 4
Salary Schedule	17, 18, 20
Seniority	4, 18
Sick Leave	8
Transfers	2
Vacancies	2
Vacation	4, 5, 7, 11
Work Year	5, 9, 10