

Montrose Community Schools

Educational Secretarial

Association Contract

(Building Secretaries)

2010 - 2013

AGREEMENT

This agreement entered into this 1st day of **July 2011**, by and between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board" and the Montrose Community Schools Educational Secretarial Association, hereinafter called the "Association".

DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2011 to June 30, 2013**.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality services for the Board of Education and the students of Montrose Community Schools is their mutual aim and that the character of such services depends to a large extent upon the quality and morale of the Association, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association in good faith as the representatives of its secretarial personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Association has statutory obligations as outlined in Act 336 of Public Acts of 1947 amended up to and including Public Act 379 of 1965, and

WHEREAS the parties have reached a certain understanding which they desire put in writing, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognized the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all secretarial and clerical personnel. The term "Secretary" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.
- B. The Board agrees not to negotiate with any secretarial organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment.
- C. Payroll deductions of dues as authorized by each individual.

ARTICLE II SECRETARIAL EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board does hereby agree that every employee of the Board should have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, etc.
- B. The Board specifically shall recognize the right of its employees appropriately invoking the assistance of the State Labor Mediation Board, or a mediator from such public agency.

- C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings.
- D. The Board shall agree to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirement and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the secretaries together with information which may be necessary for the Association to process any grievance and/or complaint.
- E. There shall be a written job description for each position.
- F. Vacancies
 - 1. Definition of Vacancy – A vacancy shall be defined as a newly created position or a position to which no employee has a claim.
 - 2. All employees within the Secretarial Association can apply for vacancies within the Association and will be considered for any vacancy before any outside applicants.
 - 3. School Year Vacancies
 - a. All vacant positions/new positions – a written notice of such position shall be sent by the Administration to the spokesperson of the Secretarial Association.
 - b. The spokesperson shall forward the ‘posting’ to all members of the Association.
 - c. Upon notification by the spokesperson, Association members will have five (5) working days to apply in writing for said position.
 - 4. School Break (i.e. summer break) vacancies
 - a. All vacant positions/new positions – A registered letter will be mailed by the Administration to the spokesperson of the Secretarial Association.
 - b. A notice of the vacancy, or “posting” shall be mailed to each secretary in the Association.
 - c. Upon notification by mail, Association members will have seven (7) calendar days to apply in writing for said position.
 - 5. The Association member shall be offered the position only if it is determined that they are qualified to fulfill the responsibilities that the job requires and that they possess the ability to work well with the immediate supervisor(s).
 - 6. Should the Association member(s) not meet all of the criteria the position requires, the job may be offered to applicants outside the bargaining unit.
- G. An Association member who transfers to a different secretarial classification will be placed in his/her position at the first level at which he/she will receive a raise and will be given full credit for years worked.
- H. Any school employee who transfers into the Secretarial Association will be placed at the first level of the secretarial pay scale. He/she will not be given credit for years worked outside the Association.
- I. Promotions will be made on the basis of ability and qualifications in performing the present job plus evidence of ability to perform the new job, and will be effective the first day of the school fiscal year except in emergencies.
- J. Any new secretary employed shall be informed of his/her starting wage, and all benefits, plus provided with a copy of the Secretarial agreement. This is to be done by the employer (Director of Finance and Operations) on the date of employment.

- K. Long Term Sub – A temporary employee who has filled a vacant position/new position for a total of 60 calendar days shall be paid at level one of the position they are presently subbing if they continue to fill that position.

**ARTICLE III
COMPENSATION**

A. Salaries

2010-2011 SECRETARIAL SALARY SCHEDULE

CLASSIFICATIONS	LEVEL	YEAR STEPS						
		1	2	3	4	5	6	7
Secretary 1	1	13.55	14.06	14.49	14.88	15.32	15.68	16.10
Secretary 2	2	12.98	13.40	13.82	14.23	14.64	15.06	15.55

2011-2012 SECRETARIAL SALARY SCHEDULE

CLASSIFICATIONS	LEVEL	YEAR STEPS						
		1	2	3	4	5	6	7
Secretary 1	1	13.55	14.06	14.49	14.88	15.32	15.68	16.10
Secretary 2	2	12.98	13.40	13.82	14.23	14.64	15.06	15.55

2012-2013 SECRETARIAL SALARY SCHEDULE

****Wage and Insurance Re-Opener**

- B. Longevity (For current employees hired prior to July 1, 2010)

10 years	.61
15 years	.73
20 years	.84
25 years	.97

Included in the classifications above: Secretary 1 – Building Principal Secretary
Secretary 2 – Assistant Principal, AD Secretary, Special Ed Secretary

- C. Secretaries are paid an hourly rate due to the fact that they may not all be on an 8-hour day for 52 weeks.

- D. Secretaries completing the seventh step will get the same negotiated raise as other secretaries received, based on her previous year's hourly rate.
- E. Three (3) months of service is required to qualify for advancement on the experience scale, prior to July 1st. Change date occurs July 1st each year.
- F. Two (2) classifications at present, subject to review from time to time.
- G. If a secretary feels his/her duties warrant a review as to his/her classification, said secretary shall have the right to present such a request to the Superintendent or his/her designee.
- H. Any secretary that has an Associates Degree or higher in their field of work will receive a 2% pay increase in addition to the steps. The superintendent shall determine if the degree fits the area of their work.

ARTICLE IV HOURS OF WORK

- A. A normal workday shall be 7 to 8 hours, and a normal workweek shall be 35 to 40 hours.
- B. In the event that it is necessary for a secretary to work past 8 hours per day or 40 hours per week, and upon the request of his/her supervisor, he/she shall be paid overtime or given compensation time at the rate of one and one-half times (1 ½). Compensation time may not be used more than two (2) consecutive days at a time and may not be used in conjunction with personal days unless approved by the Superintendent. In the event that a secretary has unused personal business days and compensation time at the end of the school year, these days may be combined and used once school has been dismissed for the summer. These days may only be taken at the end of the secretary's schedule work year and will only be allowed if the secretary's immediate supervisor approves. An employee who has accumulate comp time from August 1 to December 31 of each calendar year may request to be paid out for up to 24 hours as of December 31. An employee who has accumulate comp time, from January 1 to May 1 may request to be paid out for up to 24 hours prior to the end of May 30. They may also elect to roll unused comp time into their sick bank. Compensation time may not be used on days of parent/teacher conferences or open houses. Forty-eight (48) hours notice must be given to the secretary's supervisor when using compensation hours. All overtime pay and compensation hours will be documented in writing through the payroll office by the secretary's supervisor.
- C. The Superintendent will determine the length of the work year. The actual days to be worked will be determined by the immediate supervisor.
- D. Secretaries will be provided no more than 30 minutes during the day for relief time. Secretaries will also be provided a 30 minute unpaid duty-free lunch. Main office secretaries will stagger their lunch periods. In the event they are able to take their lunch at the same time, (due to having a student assistant) at least one secretary must remain in the office.
- E. No secretary shall be required to report to school when school is not in session for children because of hazardous road conditions or inclement weather. During other emergency situations the secretary shall call his/her immediate supervisor to determine whether or not he/she shall report to work. The secretary will be paid for these days at his/her regular rate up to a maximum number of snow days for inclement weather allowed by the Michigan Department of Education per school year.

**ARTICLE V
LEAVE PAY**

- A. All secretaries absent from duty on account of personal illness, or any other approved reason, shall be allowed full pay as follows:
- One (1) sick day per month worked. Except at the beginning or termination month of employment, at which time one-half (1/2) day shall be allowed if the secretary works eight (8) days during the beginning of the termination month; and one (1) day shall be allowed if he/she works fifteen (15) days during the beginning of the termination month.
- B. Any secretary, who is absent because of any injury or disease compensable under the Michigan Worker's Compensation Law, shall not be charged with a subtraction from sick leave. The Insurance Company will pay the secretary for loss of time according to their schedule.
- C. Any Secretary leaving the Montrose Community School System with ten (10) or more years of service in Montrose shall receive, as a severance benefit, payment of minimum wage for each unused sick hour. In the event of said employee's death, his/her beneficiary as indicated on the secretary's term life insurance policy shall receive his/her accrued sick leave benefit. This does not limit the number of hours that can be accumulated for sick use.
- D. Each secretary shall have three (3) personal business days in addition to his/her sick leave. Unused business days may accumulate as sick leave. Personal business days may be used for any reason the secretary feels warrants their use.

**ARTICLE VI
LEAVE OF ABSENCE**

- A. Any secretary whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as it is necessary for completed recovery from such illness; the period of time not to exceed one (1) calendar year. Upon the secretary's return from said leave, the secretary shall be assigned to the same position, if available, or a substantially equivalent position. He/she shall remain in the same position on the salary scale as when leave began.
- B. Leave of absence with pay chargeable against the secretary's allowance:
1. A maximum of five (5) days per school year to care for illness or injury in the immediate family.
 2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care. The administration may request the employee to present documentation.
 3. Time necessary for special medical and dental appointments when such appointments cannot be made at other times.
 4. A maximum of five (5) days per school year for a death in the immediate family.
 5. Any other emergency is to be approved by the Superintendent.
 6. Immediate family is defined as spouse, children, grandchildren, parent or equivalent, mothers-in-laws, fathers-in-law, brother, brothers-in-law, sister, sisters-in-law, grandparents of either spouse or any family member residing in the household. (ie: step-children)
 7. An employee may take one day per year to attend or participate in a funeral.

- C. The Board may grant a leave of absence for maternity or childcare without pay or fringe benefits (such benefits may be purchased by the secretary). Such leave must be requested in writing at least 30 days in advance of the date on which the leave is to begin. Such leave may be up to six (6) months. The secretary shall be returned to the same position she held when the leave began.
- D. Twelve weeks unpaid leave shall be available to each secretary for the care of family members as required by the family medical leave act. Available paid leave (sick and personal time) may be used first and apply toward the twelve week period.
- E. Education leave up to a year at a time with the approval of the Superintendent.

ARTICLE VII

LAYOFFS

Layoffs shall be in reverse order of seniority provided the senior employee has the ability to do the work required. Employees who have been affected by layoff, or whose positions have been eliminated, shall have the right to relocate to the lowest seniority position. They will have the option of accepting the layoff. When a secretary has been laid off he/she will be recalled to the same or any newly classified position. This will be done in reverse order of layoff provided the employee has the ability to perform the required work.

An employee on layoff will retain seniority up to a maximum of two (2) years. Any Association member who is on layoff for a period of time that exceeds one year more than the total years worked in the Association will lose all seniority and recall rights.

ARTICLE VIII

INSURANCE

- A. The Board will secure and maintain in force and effect, without cost to the secretary, a policy of public liability insurance, covering all secretaries in the performance of their duties under which each secretary will be afforded such coverage in the amount of \$1,000,000 for any one incident.
- B. Whenever any claim is made or any civil action is commenced against any secretary for injuries to persons or property, and while acting within the scope of her authority, the Board will furnish the services of the school attorney to advise the secretary as to the claim and to appear for and represent the secretary in the action, and the Board may compromise, settle and pay such claim before and after the commencement of any civil action.
- C. The Board shall provide major medical, dental and vision insurance to all secretaries and their eligible dependants. The secretaries not selecting major medical or its equivalent can select Plan B. For the 2011-2012 school year, all members will contribute towards their health insurance of up to but not greater than that of the State required amount with immediate implementation. Should it be reduced then the lesser amount is to be applied. Any contribution paid by the employee shall be paid through pre-tax contribution to the premium payment under the means of compensation reduction agreements
- D. Coverage shall be for a full twelve (12) month period. (September 1 – August 31).

Plan A – For employees needing health insurance

Medical Insurance	Employee contribution per month:	New Hires after 1/24/2012:
	Single \$135.39	Single \$275.00
	Double \$305.95	Double \$375.00
	Family \$339.34	Family \$500.00
Vision Insurance	VSP Gold	
Dental Insurance	Delta Dental 80/80/80 \$2,000 Annual Max	
Life Insurance	\$45,000 AD & D	
Dependant Life Insurance	\$7,500 (\$5,000 spouse, \$2,500 children)	
Long Term Disability	66 2/3% of Salary – 90 calendar day modified fill - \$4,000 max	

Plan B – For employees not needing major medical

In Lieu of Medical Insurance	Five Hundred (\$500) dollars per month cash.
Vision Insurance	VSP Gold
Dental Insurance	Delta Dental 80/80/80 \$2,000Max
Life Insurance	\$45,000 AD & D
Dependent Life Insurance	\$7,500 (\$5,000 spouse, \$2,500 children)
Long Term Disability	66 2/3% of Salary – 90 calendar day modified fill - \$4,000 max

**ARTICLE IX
HOLIDAYS AND VACATIONS**

A. Secretaries shall be paid for the holidays listed below including 4 additional days to be used when students are not in school:

1. Friday preceding Labor Day (if school is not in session)
2. Labor Day
3. Columbus Day/Fall Break Day
4. Thanksgiving
5. Friday following Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Years Eve
9. New Years Day
10. Washington's Birthday/President's Day (Friday preceding if school is not in session.)
11. Good Friday
12. Easter Monday (if school is not in session)
13. Memorial Day

Provided that the school calendar is so arranged that school is not held on these days.

B. School year secretaries shall not be expected to work during the holiday recesses.

C. Annual Leave

52 Week Employees:	One Year	(5) five days
	Two to Five Years	(10) ten days
	Six to Ten Years	(15) fifteen days
	Eleven Years +	(20) twenty days

Paid vacation accrues on June 30 of each year.

**ARTICLE X
NEGOTIATION PROCEDURES**

- A. It is contemplated that matters concerning wages, hours, terms and conditions of employment not specifically covered by this agreement, but of common concern to the parties shall be subject to professional negotiation between them from time to time during the period of this agreement if mutually agreed upon. The parties shall undertake to cooperate in arranging meeting, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than April 15, prior to the expiration of the current contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment for secretaries employed by the Board.
- C. If parties fail to reach an agreement in our negotiations, either party may invoke the mediation machinery of the State of Michigan Mediation Board or take any other lawful measure it may deem appropriate.

**ARTICLE XI
GRIEVANCE PROCEDURES**

- A. Same as teachers – no binding arbitration.

**ARTICLE XII
PERFORMANCE REVIEW**

- A. An evaluation committee will be task with developing an assessment tool to be used for secretarial evaluation. A representative from both administration and the secretary association will be appointed to the committee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____.

Montrose Community School
Educational Secretarial Association

Montrose Community Schools
Board of Education

Rosemary Gavagan

Sandra J. Jellus

Diz J. Roman

Susan M. Tauger

Vicki Podulka

