

**CONTRACT AGREEMENT**

**between**

**JONESVILLE COMMUNITY SCHOOLS SECRETARY ASSOCIATION**

**and**

**JONESVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION**

**Effective: July 1, 2014**

**Expires: June 30, 2016**

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# **JCSSA CONTRACT**

**2014-2016**

## **ARTICLE I**

### **Recognition**

The Board will recognize the JCSSA as the sole representative for all secretaries employed by the Jonesville Community Schools, including high school, junior high, elementary, alternative school, secretarial clerks and part time secretaries. All negotiating for contracts will be done as a group.

## **ARTICLE II**

### **Working Conditions**

#### **A. Physical Breakdown and/or Climatic Conditions**

At any time, in any building, if students are not required to be present because of physical breakdown and/or climatic conditions, secretaries shall not be required to be present. During special dismissals for storm watches secretaries shall not be permitted to leave the building until students have been dismissed and have boarded buses.

Any employee, who is required to work beyond their regularly scheduled year due to rescheduled days, will be paid for those additional days at their current rate of pay.

- B. Members shall not have to make up the hours served on jury duty or when subpoenaed for court appearance. The difference between payment by the court and regular salary shall be paid by the Board.**
- C. All members of the JCSSA shall be included in the Board's policy for Worker's Compensation. If the employee received Worker's Compensation during an absence from the regular assignment, the amount of the Worker's Compensation shall be deducted from salary due under the sick leave clause of this Agreement until the applicable sick leave or Worker's Compensation is exhausted.**
- D. The primary responsibility of a secretary is to his/her immediate supervisor. Requests from other supervisors shall not take priority over existing assignments. Teachers who are paid for an extra duty assignment, such as A.V. and Athletics shall not pass those duties to secretaries other than secretaries so assigned.**
- E. Part-time personnel will be hired by the Board to assist secretaries in their assignment of checking in and distributing teaching supplies prior to the opening of a school year.**
- F. Each secretary shall be granted one (1) break in the a.m. and one (1) in the p.m. of each work day. Each break shall not exceed fifteen (15) minutes or may be scheduled differently to care for the work load or daily schedule problems.**
- G. Absent secretaries will be replaced by substitute secretaries, if needed, as determined by the building principal.**

## ARTICLE III

### Holidays and Leaves

- A. All secretaries of this unit after one (1) year of employment shall receive five (5) days extra pay as a vacation bonus.
- B. All members of this unit shall receive all school vacations off. Each employee shall receive the following holidays with pay even when the holiday(s) fall on a Saturday or Sunday:

|                            |               |
|----------------------------|---------------|
| Friday prior to Labor Day  | Christmas Day |
| Labor Day                  | New Years Day |
| Thanksgiving Day           | Good Friday   |
| The Day after Thanksgiving | Memorial Day  |

All employees will receive one (1) additional holiday with pay. This day can be used at the discretion of the employee, but must be scheduled and approved by the superintendent or his designee. The decision on the day to be scheduled is final with the superintendent and that decision is not subject to the grievance procedure.

- C. Three (3) business days per year to be used for personal and emergency matters that cannot be taken care of outside of school hours. Personal business days may accumulate to five (5) days. The current year's allowance shall be in addition to the stated maximum. An employee may not use more than three (3) personal business days consecutively. Unused business days will accumulate as sick leave days at the end of each year.
- D. All employees shall be allowed five (5) consecutive days off for a death in the employee's immediate family; spouse, children, grandchildren, parents, mother-in-law, father-in-law, brother and sister; three (3) consecutive days for death of brother-in-law or sister-in-law. In case of other deaths, leave may be allowed by the superintendent upon request and at his discretion. All leave days in this clause shall be deducted from accumulated sick days.
- E. Fifteen (15) sick days shall be allotted annually accumulating to a maximum of 200 days. Newly hired secretaries who have successfully completed the probationary period shall be granted a pro-ration of fifteen (15) sick days based upon the remaining days in the contract year.

Accumulated sick leave may be used for the following:

- 1. Personal illness of the secretary.
  - 2. Exposure to contagious disease in which the health of others would be endangered by the secretary's presence.
  - 3. Death in the family. (See D above.)
  - 4. Very serious illness including hospitalization in the immediate family (spouse, children, parents) when such sickness warrants.
- F. Maternity leave with pay is available to secretaries and may be requested any time after her pregnancy has been determined and shall be deducted from accumulated sick leave. Such leave shall be granted for a period up to one (1) year. When the employee provides the superintendent with a favorable medical report of physical fitness she may return to her regularly assigned duties at a mutually agreeable time within the allotted one (1) year maternity leave.

### **Article III - Holidays and Leaves Continued**

- G. Leaves of Absence: After the exhaustion of accumulated sick leave, unpaid leaves of absence with a maximum duration of one (1) calendar year shall be available to all members of the JCSSA.

Personal illness, illness in the family or other circumstances may cause a member to apply for such leave in a written request to the superintendent. Such leave may be granted by the superintendent upon request and at his discretion.

For a personal illness or disability the employee may be required to provide a physician's statement indicating the inability to return to work. A physician's statement verifying that the employee is capable of returning to work may be required. Such leaves of absence shall not affect the employee's seniority rights, except that sick leave and seniority rights will not accrue during such leave of absence.

- H. Secretarial employees shall be allowed to retire at any age, however, an employee may be permitted to continue in employment with the school district to the extent as provided by State and Federal laws relative to employee retirement.

Secretarial employees retiring or severing employment and having qualified for the payment under the Michigan School Employees Retirement System or the Federal Social Security System shall be reimbursed \$40.00 for each accumulated sick leave day. This benefit is only available to employees that have been in the employ of the district for fifteen (15) or more years.

## **ARTICLE IV**

### **Vacancies and Probationary Employees**

- A. The newly hired secretary shall be paid the contracted hourly probationary rate for hours worked during a probationary period of ninety (90) consecutive calendar days. At the successful completion of the probationary period, the secretary shall receive the standard wage rate.
- B. When a vacancy arises or a new position is created, the Superintendent shall notify the JCSSA and post a notice of same on a bulletin board in each school building for no less than one (1) week before the position is filled to allow first consideration to present employees' applications.
- C. Probationary secretaries shall not receive benefits other than the salary benefits listed in this contract until the ninety (90) consecutive day probationary period has been successfully completed.

## ARTICLE V

### Seniority

#### A. Probationary Period

1. A newly hired employee shall be on probationary status for ninety (90) work days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, and the employee's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.
2. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the employee's name shall be entered on the seniority list.

#### B. Seniority Defined

Seniority shall be defined as length of service within the classification included in the bargaining unit. Seniority shall apply immediately after level of effectiveness, in those situations where new positions have been created or when layoffs occur. In the event of the creation of a new position, the Employer shall post the vacancy for a period of five (5) days. An employee with seniority may request a transfer into the new position provided that the employee shall possess the necessary qualifications to perform the duties of the new position. In the event of a layoff, the employee with greater seniority shall have the option of bumping into the position of a less senior employee, within the same job classification, provided that they possess the necessary qualifications to perform the duties of that position.

#### C. Seniority Lists

The Employer shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to each bargaining unit member. The employee shall notify the Employer of any errors within fifteen (15) working days after the receipt of the seniority list. In the absence of a timely objection, the Employer's seniority list will be considered conclusive.

#### D. Seniority shall be lost for the following reasons:

1. The employee quits.
2. The employee retires.
3. The employee is discharged and not reinstated through the grievance procedure or other legal remedy.
4. If an employee transfers to a non-bargaining unit position, seniority shall be lost after one (1) year.

## ARTICLE VI

### Classification and Salary

A. Classifications:

- a. **Secretary to the High School Principal:** Required skills: general receptionist, typing, filing and bookkeeping with major responsibility for directing the work of an office.
- b. **Secretary to the Middle School Principal:** Required skills: general receptionist, typing and filing with major responsibility for directing the work of an office.
- c. **Secretaries to the Elementary Principal:** Required skills: general receptionist, typing and filing with major responsibility for directing the work of an office.
- d. **Secretary to the High School Counselor:** Required skills: typing, filing, reception of public, employees, and students; minor responsibilities for performing office work without supervisory direction or reliance on routine.
- e. **Secretary to the Middle School Counselor/AD:** Required skills: typing, filing, reception of public, employees, and students; minor responsibilities for performing office work without supervisory direction or reliance on routine.
- f. **Secretary to the Alternative School Principal:** Required skills: general receptionist, typing, and filing with major responsibility for directing the work of an office. Also, is responsible for the supervision and operation of the nursery.

B. Compensatory time shall be received when a secretary works longer than his/her regularly scheduled work hours per day. Time off shall be granted when requested with one (1) week advance notice to his/her supervisor, if work load permits. Compensatory time must be used prior to June 30 of each year. If compensatory time is not used by June 30, the secretary shall receive pay at his/her hourly wage rate.

C. Each secretary will work the following number of days and hours except upon mutual agreement of the secretary, immediate supervisor, building principal, and superintendent:

|                                               | <b>Days</b> | <b>Hours Per Day</b> |
|-----------------------------------------------|-------------|----------------------|
| Secretary to the High School Principal        | 218         | 8                    |
| Secretary to the Middle School Principal      | 207         | 8                    |
| Secretaries to the Elementary Principal       | 212         | 8                    |
| Secretary to the High School Counselor        | 201         | 7 ½                  |
| Secretary to the Alternative School Principal | 196         | 7                    |

D. Full time secretaries shall work a minimum of seven (7) hours per day.

E. There shall be a reimbursement for gas mileage for any secretary using their own car on school business with reimbursement at existing Board policy rate.

F. Part time secretaries may be employed at less than seven (7) hours per day. They will receive prorated benefits which are described in this Agreement.

G. WAGE RATES

| <b>Regular Rate<br/>Year<br/>2014-2015</b> | <b>Regular Rate<br/>Year<br/>2015-2016</b> |
|--------------------------------------------|--------------------------------------------|
| 0 \$14.75                                  | 0 \$14.75                                  |
| 1 \$15.25                                  | 1 \$15.25                                  |
| 2 \$16.20                                  | 2 \$16.20                                  |
| 3 \$16.80                                  | 3 \$17.10                                  |
| +10 \$17.50                                | +10 \$18.00                                |

**Probationary Rate**

**Years**

**2014-2015**

\$13.54

**ARTICLE VII**

**Longevity**

Employees will receive longevity pay at the end of each year following this schedule based upon their years of service in the district.

**2014-2016**

|                  |          |
|------------------|----------|
| 5 or more years  | \$300.00 |
| 10 or more years | \$500.00 |
| 15 or more years | \$800.00 |

**ARTICLE VIII**

**Fringe**

H. **Insurance Benefits:**

The district will pay the state cap amount for health insurance. Dental, vision and life insurance expenses will also be covered by the district.

Should national health insurance coverage eliminate the need for employer based contributions, this section will be revisited and renegotiated immediately.

If both parties agree, insurance coverage can be changed to a different provider or plan.

All new hires starting July 1, 2010 will be allowed only single person contribution for insurance.



## **ARTICLE VIII – Fringe Benefits Continued**

The Board will provide a cash option in lieu of Health Insurance as follows:

This is a per month amount                      \$250.00

## **ARTICLE IX**

### **Grievance Procedure**

A grievance shall be a direct or an alleged violation of the expressed terms of this Agreement.

#### **Step One**

- A. An employee having a grievance shall present it orally to their supervisor within twenty four (24) hours of the occurrence of the alleged violation of the contract.
- B. If the grievance is not settled orally, the employee, within twenty four (24) hours of the above mentioned meeting, may begin the formal written grievance procedure which follows:

#### **Step Two**

- A. The grievant shall reduce the grievance to writing on the accepted grievance form and indicate the alleged contract violation and the remedy desired.
- B. The aggrieved employee shall sign the grievance.
- C. The grievance shall be submitted to the building principal within five (5) working days from the date of Step One A above.

#### **Step Three**

- A. The building principal shall give his/her decision, in writing relative to the grievance within ten (10) work days of his receipt of the written grievance.
- B. If the decision of the building principal is not appealed within five (5) work days of his/her decision, the decision shall be considered settlement of the grievance.

#### **Step Four**

- A. Any appeal of a decision rendered by the building principal after the receipt of the principal's disposition shall be presented to the Superintendent of Schools within five (5) work days and the Superintendent shall meet with the Association representative about the grievance at a mutually convenient time. The appeal shall be in writing, stating the reason or reasons why the decision of the building principal was not satisfactory.
- B. The superintendent shall give his/her decision in writing relative to the grievance within ten (10) days of his meeting with the Association representative about the grievance.

### **Step Five**

- A. Within five (5) working days after the receipt of the Superintendent's disposition, if the Association so requests the Board or its representative will meet further with the Association to consider fairly and in good faith any other methods of settlement which might mutually be agreed upon.
- B. The procedure herein provided shall not prohibit the Association or the Employer from recourse to normal mediation provided by Michigan State Law.

## **ARTICLE X**

### **Duration of Contract**

- A. This Agreement expires **June 30, 2016**.
- B. This Agreement may be reopened prior to the **June 30, 2016**, expiration date if the JCSSA and the Board mutually agree to renegotiate an unanticipated problem in the administration of the Agreement.

**ARTICLE XI**

**Ratification**

The signatures with dates below attest to the ratification of this Agreement between the JCSSA and the JCS Board of Education.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Mitchell Funk, Board President

\_\_\_\_\_

\_\_\_\_\_  
Michelle Taylor, Board Secretary

\_\_\_\_\_

\_\_\_\_\_  
Chellie Broesamle, Superintendent

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

# ATTACHMENT 1

## SENIORITY LIST

August 18, 2014

|          |                |
|----------|----------------|
| 02/21/90 | Debbie Prosser |
| 12/20/96 | Cathy Warner   |
| 10/18/00 | Diana Carson   |
| 05/21/12 | Cory Toner     |
| 06/25/12 | Amy Rounds     |