

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
OF THE CLARENCEVILLE
SCHOOL DISTRICT

AND THE

CLARENCEVILLE SECRETARIAL
ASSOCIATION / MEA

2012-2014

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ARTICLE I - RECOGNITION

- A. In accordance with the results of an election by the Michigan Department of Labor, the Labor Mediation Board, and as defined in Section II, Act 336, Public Acts of 1947, the board hereby recognizes the Clarenceville Secretarial Association/MEA as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages and hours, and other conditions of employment for the following employees:

Secretarial

Note: Excluded from the secretarial department are the Secretary to the Superintendent, the Secretary to the Executive Director for Curriculum/Instruction, the Secretary to the Special Education Director and Payroll.

- B. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this agreement. Whenever the term "employer" is used, it shall mean the Board of Education of the Clarenceville School District and shall include its designee(s) upon whom the Board has conferred authority to act in its place and stead.

ARTICLE II - AGENCY SHOP

A. Membership Requirement

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at the time, shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement or pay each month a service fee equal to regular monthly dues.
2. Employees covered by the Agreement who are not members of the Association at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement, or pay a monthly service fee on or before the thirtieth (30th) day following such effective date.
3. The Board shall deduct dues, service charges, assessments, and/or contributions from any employee from whom they have written authorization. The authorized deduction of dues, service charges, assessments, and/or contributions shall be made from all regular paychecks each month from September to June of each school year.
4. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made, within twenty (20) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Board.
5. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to become members of the Association for the duration of this Agreement or pay as a service fee to the Association an amount established by the association on or before the ninetieth (90th) calendar day following the beginning of their employment in the unit.

6. In the event that dues and assessments, or a service fee in an amount established by the Association shall not be paid, the Board, upon receiving a signed statement from the Association indicating that a bargaining unit member has failed to comply with the conditions shall immediately begin payroll deduction of said fee.
7. The Association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this section of the Agreement.

ARTICLE III - NEGOTIATIONS PROCEDURE

Upon notification by either of the parties to this Agreement to the other, in accord with the provisions of ARTICLE XXXVII - DURATION OF AGREEMENT, the parties shall meet at reasonable times and places to negotiate a successor to this Agreement.

Each party shall have the right to control and select its own bargaining representatives. The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals, counter-proposals, and to reach tentative agreements. Each party recognizes that all agreements reached are subject to ratification by the Board of Education of the District and by the Association.

ARTICLE IV - STEWARDS AND ALTERNATE STEWARDS

The Board agrees to recognize a grievance committee which shall be composed of a chairperson and a steward or officer. The steward and allocation of their area of jurisdiction shall be in accordance with the following formula:

- A. The secretarial department shall be represented by one (1) steward.

During overtime periods where three or more employees are assigned but in which a steward is not working, the president of the Association may designate one of the working employees as temporary steward for the overtime period. In such case, a verbal notification to the appropriate school authority shall be sufficient.

ARTICLE V - SUPPLEMENTAL AGREEMENTS

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only in mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the District and the Association.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals and consider proposals subject only to ultimate ratification. Anytime in the course of negotiations or bargaining each team may caucus separately and with brevity.

ARTICLE VI - NO STRIKE CLAUSE

- A. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature.
- B. During the term of this Agreement, the District agrees there shall be no lock-out.

ARTICLE VII - AID TO OTHER UNIONS/ASSOCIATIONS

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization which would represent the same group of employees.

ARTICLE VIII - DISTRICT RIGHTS AND RESPONSIBILITIES

CLARENCEVILLE SCHOOL DISTRICT - Board Rights and Responsibilities

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Clarenceville School District.
- B. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees, but not conflict with the provisions of this Agreement. Administrators and supervisors shall treat all employees fairly and equitably in all work-related matters.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical health.

- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.
- L. Nothing in this Agreement shall limit in any way the right of supervision to perform production and maintenance work, providing the work is training, instructional, supervisory, or in the case of an emergency only, where bargaining unit employees are not available.

ARTICLE IX - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The District agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
- B. The Association and its members shall have the right to use the school building facilities according to District policy for Association business.
- C. The District shall, within ten (10) working days, notify the Association of: a) employees hired (via personnel appointment form); b) employees terminated (via severance form); and c) employees completing the probation period (via rate change form).
- D. The Association shall receive a list of all employees covered under this Agreement stating: name, level, experience years, date of first working day, number of weeks to be worked each year and hourly rate. This list is due within thirty (30) days of written request.
- E. Employees shall have the right, upon written request, to review the contents of their personnel files. This request shall be honored by the District within five (5) working days. The review of file contents must be done in the office of the responsible administrator and in the presence of said administrator.
- F. Designated representatives of the Association and the District shall meet, when necessary, to discuss matters of mutual interest. The purpose of these meetings will be to discuss matters pertinent to the general welfare of the Association and the District.

ARTICLE X - GRIEVANCE PROCEDURES

Section One

A "grievance" is a complaint by a member of the bargaining unit, or the Association involving the meaning, interpretation, application or alleged violation of any provision of this Agreement.

A grievance may be filed and presented by a member of the bargaining unit or by the Association acting through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed under this Agreement unless the previous contract is extended by mutual agreement. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints involving the applications or interpretation of this Agreement.

Failure to file a grievance or appeal a decision within the specified time limit shall be deemed an acceptance of the decision and shall bar further appeal.

All grievances shall be presented in accordance with the following procedure:

Step One - Informal Level

An employee claiming a grievance shall discuss the matter with his/her immediate supervisor within ten (10) working days of the event upon which the grievance occurred. Within ten (10) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the employee.

Step Two - Formal Written Level

If the grievance is not disposed of at step one, it may be submitted to the personnel office within ten (10) working days after the supervisor's answer is communicated, on a written "Statement of Grievance" signed by the employee(s) or Association. The "Statement of Grievance" shall name the employees involved, the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated and shall indicate the relief requested.

The personnel office shall render a decision, in writing, within ten (10) working days after meeting with the aggrieved employee or the Association. A copy of the decision shall be furnished to the grievant and to the Association.

Step Three - Superintendent Level

If the grievance is not disposed of at step two, the decision of the personnel office may be appealed, in writing, to the Superintendent, within ten (10) working days after the date such decision was rendered.

The Superintendent shall meet with the aggrieved employee and/or the Association within ten (10) working days after the date the written appeal is filed. The Superintendent shall render a decision

within ten (10) working days after the meeting. The decision of the Superintendent shall be communicated, in writing, to the grievant and to the Association.

Step Four - Board of Education Level

If the grievance is not resolved to the satisfaction of the grievant, the employee may refer the grievance to the Board of Education within ten (10) working days of the date the decision was rendered in step three. The grievance shall be heard by a three-person committee of the Board within ten (10) working days and an answer given within ten (10) working days after such hearing is held. This step may be waived by mutual agreement of the Superintendent and the Association.

Following the written notice of request for submission to arbitration, the employee and/or the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

Section Two

It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

- A. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- B. The arbitrator shall have no power to establish salary structures or change any salary.
- C. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management as conditioned by this Agreement.
- D. If the Board disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall have to decide if the grievance is arbitrable before rendering a decision on the merits of the grievance. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- E. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Board. The Association shall discourage any attempt of its members and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- G. The Board shall not be required to pay back wages more than forty (40) work days prior to the date a written grievance is filed.
1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 2. No decision in any case shall require a retroactive wage adjustment in any other case.

Section Three

If a grievance affects a group of employees or the bargaining unit as a whole, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step Three. The Personnel Office will be given three (3) days' notice before the grievance is submitted to the Superintendent.

ARTICLE XI - DISCHARGE, SUSPENSION OR DISCIPLINE

The Board shall not discharge, suspend or discipline any seniority employee without just cause. Any discharged or suspended employee shall have the right to a hearing before the administration, at the employee's request. If requested, such hearing shall be held within five (5) working days from the date of discharge or suspension. Disposition of the hearing shall be issued in writing. If such disposition of the hearing is not satisfactory, the case shall go to Step Four (4) of the grievance procedure.

A. Reprimands

Employees shall be notified, in writing, with a copy to the steward, concerning any subject matter which could be construed as detrimental to the employee's future promotion, transfer, present or future employment.

B. Progressive Discipline

The employer agrees to abide with progressive discipline as follows:

1. It shall be the policy of the employer to warn an employee orally.
2. It shall be the policy of the employer to give at least one (1) written warning - a copy shall be submitted to the Association.
3. It shall be the policy of the employer to give suspension not to exceed three (3) days.
4. It shall be the policy of the employer to give more severe discipline including discharge for just cause.

C. Nothing in this section, however, shall prevent an employer from appropriately disciplining an employee immediately should severe circumstances warrant.

D. If an employee is at any step of the Progressive Discipline Procedure and has had no discipline for eighteen (18) months, excluding leave time, then the employee would have that step struck from his/her record and revert back to the next previous step of the Progressive Discipline Procedure. Further, this process will continue until the employee's record is clear.

ARTICLE XII - LAY OFF AND RECALL

- A. The word "lay off" means a reduction in the working force due to a reduction of work or a lack of funds. The Board alone shall have the right to determine when and if any of its employees are to be subject to any lay off, and shall be the sole judge of how long such conditions shall continue.
- B. If it becomes necessary to reduce the working staff by means of a "lay off" the probationary employees within the affected classifications shall be laid off before any employees with seniority are so affected. Seniority employees shall be laid off according to seniority within the classification in the department. Each level within the secretarial unit is considered a separate classification.
- C. The laid off employee may claim seniority over an employee with the least seniority within the classification providing he/she is qualified and can perform the work. A trial period of thirty (30) working days may be granted when a question arises concerning the employee's ability and/or qualifications.
- D. The seniority employee may elect the option to accept lay off, but in either case the laid off employee must inform the Board and the Association of his/her decision within seven (7) days of the lay off notification.
- E. Employees to be laid off shall be given at least two (2) weeks' notice prior to the lay off.
- F. An employee shall be reassigned to a vacant position available at the time of lay off for which the employee is qualified before a new employee is hired. Any employee who assumes a new job assignment due to the lay off procedure will also assume the salary rate for that position. Employees who are laid off or reduced in rank and/or compensation as provided herein shall retain the right of recall to their former (or equivalent) position.
- G. When the working force is increased after a lay off, employees will be recalled in order according to seniority within the department. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing notice, the employee shall be considered to have resigned. Extension may be granted by the employer in proper cases.
- H. Laid off employees shall retain their seniority and accumulated sick days for a period of two (2) years from date of lay off or length of seniority, whichever is greater. However, sick time or vacation time shall not accumulate during the lay off period. (See Appendix C. Letter of Understanding)

An employee on lay off shall be allowed to purchase health insurance at the group rate subject to the regulations of the insurance carrier.
- I. In the event of temporary lay offs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed the act or occurrence. Temporary lay offs which exceed the one (1) week period shall thereupon be regulated by seniority application.
- J. Laid off employees that are called in as substitutes shall receive fifteen (15) cents above the base in the classification in which assigned.

ARTICLE XIII - PROBATION

- A. New employees hired in a permanent position other than substitutes and temporary help shall be considered a probationary employee for sixty (60) actual working days in their job assignment. When a permanent employee completes the probationary period, said employee shall be entered on the seniority list and seniority shall date from the day sixty (60) working days prior to the date he/she completed the probationary period.
- B. The probationary period may be extended for any absences or recess time of the employee during that period by the number of said absences (i.e. summer-winter recess). Further a maximum of thirty (30) additional workdays may be extended if the Board determines additional training is necessary.
- C. There shall be no seniority among probationary or temporary employees. A probationary employee shall have no security status in the classification and may be discharged any time during the probationary period if, in the opinion of the District, performance is not satisfactory. Such action shall not be subject to the grievance procedure, except as provided in section F. of this Article.
- D. When more than one (1) employee is hired on the same day, seniority will be determined by casting lots.
- E. New employees are not eligible for any of the fringe benefits during their probationary period. Upon completion of a satisfactory probationary period, the employee shall be entitled to all benefits of a regular employee. Seniority, vacation and leaves with pay shall be credited from the date of hire, and shall accrue based upon the individual's employment classification and hours, if applicable.
- F. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages and hours of employment, except discharged and disciplined employees for other than Association activity shall not be subject to the grievance procedure.
- G. Newly hired employees may receive up to three (3) years' credit on the wage schedule for their job classification for prior experience in a job that is related to the job for which they are hired. At the time a new employee is hired, the Executive Director for Personnel or his/her designee shall review with the employee his/her prior related experience and shall make a determination about wage schedule credit. A written statement of such review and determination shall be sent to the Association when a final decision is made.

ARTICLE XIV - SENIORITY

- A. Seniority is defined as the length of continuous service from the employee's last date of hire by the Clarenceville School District. The Association shall be furnished a list setting forth, in the order of their classification seniority, each employee's name, effective hiring date and classification level. When more than one employee is hired on the same date, seniority shall be determined by casting lots. Such list shall be revised each six months with copies given to the Association.

<u>Department</u>	<u>Classification</u>
Secretarial	Level I Level II Level III

- B. Seniority for purpose of vacation, retirement, holidays or other fringe benefits shall be computed from the last date of hire by the Clarenceville School District.

ARTICLE XV - LOSS OF SENIORITY

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee resigns or is retired.
- B. If s/he is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If s/he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the school administration.
- D. If s/he fails to return to work from lay off when recalled from lay off as set forth in the recall procedure provided herein.
- E. If s/he overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the school administration and/or fails to give explanations satisfactory to the school administration.
- F. If s/he is on lay off for a period exceeding two (2) years or the duration of his/her seniority at the time of lay off, whichever is greater.

ARTICLE XVI - SENIORITY WHILE ON LEAVE

Seniority while on leave of any nature, sick leave or leave of absence for any period in excess of three (3) months, shall be frozen at the last date of employment until the employee returns to his/her regular position.

ARTICLE XVII - PROMOTIONS

- A. A promotion is a vacancy that is filled by an employee from a lower classification as a result of the process described in Article XIX - VACANCIES, E.

Promotion within a classification shall be paid at the employee's current experience level. (i.e., a secretary with five (5) years' experience who moves from Level II to Level I will be paid at the five (5) year rate.)

- B. If an employee is promoted, there will be a thirty (30) work day trial period. During this trial period, the administration may decide the employee is not qualified and he/she will be returned to their original position. Also during this trial period, the employee may decide to return to their original position. If the employee voluntarily returns to their original position, he/she will not be considered for a future promotion for at least one year.
- C. Employees required to work in a higher classification over three (3) continuous days because of promotion, shall be paid the rate of the higher classification.

ARTICLE XVIII - TRANSFERS

- A. A transfer is a lateral or downward change within a job classification where there is no addition or increase in compensation; for example, a move to another building or another job within the salary classification.
- B. If an employee is temporarily transferred to a position under the employer not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

Temporary transfers shall be limited to ninety (90) days.

- C. The employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer.
- D. Employees desiring to transfer laterally within classification or downwards may sign a vacancy posting or have their request on file in writing. The request shall state the reasons for the transfer, the applicant's qualifications and work experience, and other relevant information. Requests will be kept on file for a maximum of one (1) year and must be renewed each year and will be discarded on June 30. When a vacancy arises, a lateral transfer within classification will be granted to the senior employee making the request, if his/her most recent evaluation is satisfactory.
- E. The lateral or downward transfer, if any, shall take effect prior to the promotional vacancy being filled.
- F. An employee exercising his/her transfer (lateral-downwards) shall not be able to, again, transfer for a period of at least one (1) year.
- G. The decision of the administration shall be final regarding all transfer requests and placement.
- H. Employees transferred under the above conditions shall retain all rights accrued for the purpose of benefits provided for in this Agreement.

ARTICLE XIX - VACANCIES

- A. A "vacancy" is an open position in the bargaining unit that may be staffed on a permanent basis due to any of the following:
 - 1. Creation of a new or additional position.
 - 2. Retirement, resignation, discharge, promotion or death of the employee.
 - 3. An open position created by a board-approved leave or a workers' compensation leave is not considered a vacancy and can be filled with a substitute for up to one year.

- B. If a vacancy is to be filled, then the vacancy shall be posted immediately in all areas for five (5) work days. In the event the District decides not to fill a vacant position, such decision shall be made within five (5) working days and shall be communicated, in writing, to the union.
- C. The position posted on the web site shall include the following:
 - 1. Classification - job title
 - 2. Qualifications
 - 3. Rate of pay - starting wage
 - 4. Job Description - including requirements
- D. During the posting period, the vacancy may be staffed on a temporary basis by a substitute until filled. Posted positions shall be filled within ten (10) days after the posting deadline or re-posted as prescribed above.
- E. Insofar as practicable, all openings may be filled from within the staff and all secretaries are encouraged to plan and prepare for promotional opportunities. This does not prevent the district from hiring from the outside.

ARTICLE XX - TEMPORARY VACANCIES

- A. Employees may be temporarily re-assigned to relieve other employees using sick days or a short-term leave of absence not to exceed three (3) months.
- B. The employee working in a higher classification for three (3) continuous days or more shall receive the higher rate of pay during this period for the actual hours worked. An employee substituting in a position outside the bargaining unit shall receive the higher rate of pay during this period, but in no case more than an additional one dollar (\$1.00) per hour.
- C. Should the temporary re-assignment be to a lower rate classification, the employee shall not receive less than his/her regular assigned rate.
- D. Temporary assignments shall first be made from within a given building and department. The filling of vacancies shall be by departmental seniority. Individuals to be assigned shall have the right to refuse temporary re-assignment without prejudice.
- E. Positions that need to be filled during the summer shall be offered by seniority to those interested employees whose position is less than fifty-two (52) weeks, regardless of their qualifications for the position. This provision shall not require the District to remove a substitute or temporary employee who has been in place for two (2) months or more. The rate of pay for such summer work shall be the base (start) rate for the classification of the work.

ARTICLE XXI- TEMPORARY EMPLOYMENT

- A. With respect to hiring of temporary employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment for these employees exceed ninety (90) calendar days.
- B. Wage rates of temporary employees shall not exceed those of regular employees.

- C. The employer shall have the right to employ students provided no regular employee is deprived of his/her work.
- D. It is understood that the provisions of this Article do not apply to substitutes who are hired to fill in for permanent employees on short-term leave (but see Article XIX - VACANCIES, A.3.).

ARTICLE XXII - LEAVES WITH PAY

A. Sick Leave

The purpose of the sick leave program is to provide income protection for the employees during periods of involuntary absence from employment due to personal illness, accident, pregnancy, and including serious illness in the immediate family. Paid sick leave shall not be granted to the probationary employee.

1. All full-time seniority (52 week) employees shall be allowed sick leave of twelve (12) days per year at the regular rate of pay. 48 and 46 week employees shall be allowed 11 days per year.
2. All employees must report all absences, at least one (1) hour prior to normal starting times, or as soon as possible, in an emergency.
3. Sick day usage immediately before or after a vacation, holiday or recess day shall be subject to medical proof of illness.
4. More than five (5) consecutive days absence must be supported by a physician as a certified illness.
5. The immediate family shall be interpreted as husband or wife, son or daughter, mother or father, sister or brother, or any dependent of the immediate household residence.
6. If an employee shows signs of excessive use or abuse of sick leave, proof of illness may be required.
7. Any employee who terminates employment for any reason shall have the difference, if any, between sick days earned and sick days used deducted from his/her last paycheck.
8. The unused portion of each year's sick days shall be allowed to accumulate without limit as sick days. The purpose of accumulated sick days is for the financial protection of the employee in the event of and during the personal illness.

B. Leaves of absence with pay not chargeable against the employee's sick time shall be granted for the following reasons:

1. Jury Duty

Employees called for jury duty shall receive the difference of jury duty pay and the employee's regular days' pay.

2. Court Appearance and Subpoena

Employees required to appear as a witness in any case connected with the employee's employment for the school or whenever the employee is subpoenaed to attend any school-connected proceeding, provided the employee is not a party to the action.

3. Bereavement

Should a death occur in the immediate family, the employee may request five (5) days leave at the time of bereavement without loss of pay. These days shall be in addition to the regular authorized leave with pay but shall in no event accumulate. The immediate family in this case shall be interpreted as husband, wife, mother, father, sister, brother, son or daughter, grandchildren, grandparents, the same relatives of spouse of the District employee, and the same step-relatives of the employee. Additional days may be requested to be charged to sick or personal leave days.

4. Leave for Association Business

A member of the Association selected to attend the Regional and/or State MEA/NEA meetings shall be allowed time off without loss of time or pay to attend such meetings. The length of time shall not exceed six (6) days annually. Such time off shall be limited to the local President and one (1) other employee per classification on a given day, except as approved by the Superintendent or his/her designee.

A member appointed or selected to a position with MEA/NEA may be granted up to one year's leave (without pay) and upon request with renewals each six (6) months after that. He/she shall retain his/her seniority.

5. Personal Business

All employees regularly employed by the Board shall be granted two (2) days of leave per year with pay which shall be designated personal leave, to transact personal business which is of urgent nature that cannot be transacted at another time, providing arrangements for such leave and reasons thereof, are made at least twenty-four (24) hours in advance with the supervisor, and the leave request form has been signed by both parties.

In the event that such personal leave is not utilized, it shall be added to the accumulated sick leave of such personnel. The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized as a personal leave day.

ARTICLE XXIII - LEAVES WITHOUT PAY

A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School District may provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year and for 1,250 hours over the previous twelve (12) months. Unpaid leave must be granted for any of the following reasons:

- a. to care for the employee's child after birth or placement for adoption or foster care;

- b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform the employee's job.
2. The District requires a 30-day advance notice when the leave is "foreseeable." The District may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.
 3. For the duration of FMLA leave, the Clarenceville School District will maintain the employee's health coverage, and all health related benefits, under the plan in effect. The District may use whatever means necessary to recover health premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
 4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
 5. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
 6. Under some circumstances, employees may take FMLA leave intermittently—which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
 7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
 8. Employees or employers may choose to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

B. Personal Leave

Personal leaves of absence, without pay, may be granted by the Board, upon written request by a seniority employee with two (2) years of continuous employment with the District. An extension may be granted upon written request to the Board.

While the employee is granted a leave of absence, s/he shall retain the following rights held by him/her before such leave was granted.

1. Upon return from leave, the employee will be granted the first available position within the specific classification from which the leave was granted. A reduction in the staff may be necessary to create a vacancy for the returning employee; if so, the employee with the least seniority in that classification shall be released.
2. The employee will continue to accrue seniority and will be credited with all unused sick days earned to the date of the beginning of the leave of absence.

3. No employee shall take a leave of absence for the purpose of seeking other employment. This does not prevent an employee from part-time employment elsewhere while on leave due to family related illness.

C. Military

1. An employee covered by this contract who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in accordance with the state and federal laws governing military leaves of absences, providing he/she meets the following requirements:
 - a. Has not been dishonorably discharged.
 - b. Is physically able to do the work.
 - c. Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.
2. A military leave of absence is limited to one (1) term of service unless the term is extended by the government due to a national emergency.
3. The seniority of any employee who fails to report for work within the times specified in paragraph B. above, shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
4. As used in this paragraph "Armed Forces of the United States" is defined as, and limited to, the United States Army, Air Force, Navy, Marine Corps, Coast Guard, Air National Guard, or any reserve component thereof.

D. Fringe Benefit Cost - Leave Without Pay

Employees on qualified FMLA/Health leave will be responsible for all fringe benefit costs on the first day of the fourth month of leave.

ARTICLE XXIV - CONDITIONS OF EMPLOYMENT

A. Health

In order to provide continuing health protection for students and other school personnel, it is agreed that upon initial employment and every year thereafter as required by law, each employee shall provide evidence of:

Pre-Employment Physical - Such state of physical and mental health that he/she is able to attend their assigned duties without undue absence during the ensuing year, and that such physical examination fee to be reimbursed by the District. Such examination shall be given by a physician approved by the Board at the expense of the District.

Other Provision - In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned duties. The Board may require the employee to see a physician of its choice to verify the health condition.

B. In-Service Training

The Board will provide in-service training annually during paid time, for all personnel, at no expense to the employees. Reasonable expenses shall be approved by the Board.

C. Safety

1. Drug and Alcohol Abuse

a. Drug Free Workplace

The Board will comply with the Drug Free Workplace Act of 1988. The Board, through the administration, shall develop and implement a drug-free awareness program, and at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act.

The unlawful manufacture, distribution, possession, sale or use of a controlled or illegal substance or alcoholic beverage is prohibited on or at all district buildings and properties, work areas, school-owned or school-approved vehicles, and at school-sponsored or school-approved activities, events or functions, such as field trips or athletic events which occur off school property. An employee who violates these prohibitions may be subject to disciplinary action as provided by Article XI of this Agreement, and/or may be required to satisfactorily participate in a drug assistance or rehabilitation program.

The Board also authorizes and directs the establishment of an employee assistance program that will be available to district employees. Drug counseling shall be one of the services available through the employee assistance program. The program shall be established by mutual agreement between the District and the Union.

D. Professional Growth

1. In order that promotions may be made from within, employees are encouraged to attend classes, workshops and conferences beneficial for self-improvement.
2. Employees may be granted permission to attend work-related conferences or workshops approved by their immediate supervisor. Related expenses for classes, workshops and conferences to be paid by the District.
3. Upon request, a summary report shall be submitted to the immediate supervisor within ten (10) work days of said classes, workshops or conferences.

ARTICLE XXV - WORK SCHEDULES

A. Full-Time Employees

1. An employee shall be considered full time when the employee has successfully completed the probationary period and is regularly scheduled to work a full day on a permanent basis. The normal work day for all full-time employees shall be eight (8) hours, exclusive of the lunch hour and normal work week forty (40) hours. The work year for employees shall include days worked, paid leave days, vacation days and holidays. (See appendix A)

2. The pay period for any one week shall be defined as starting at 12:01 a.m. Monday and terminating at midnight the following Sunday.
3. Regular employees who are rescheduled to work weekends, Saturday and Sunday, as a part of their normal forty (40) hour week, shall be paid an additional twenty-five (25) cents per hour for Saturday or Sunday, in addition to any other shift premium ordinarily paid for his/her normal shift.
4. No employee is to leave his/her assigned work station or building once the work shift begins unless permission is given beforehand by the immediate supervisor.
5. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
6. In a normal work day there shall be two (2) fifteen (15) minute rest periods - one (1) about mid-point of the first four (4) hours and one (1) about mid-point of the second four (4) hours, and a ½ hour lunch period.
7. Summer hours for secretarial department employees shall be thirty-seven and one-half (37 ½) hours per week with pay for a forty (40) hour week. Summer hours shall begin on the first (1st) Monday following the close of school and shall end one (1) week before school begins.
8. All employees will be paid through direct deposit.

ARTICLE XXVI - EVALUATION

A. Evaluation Criteria, Seniority and Probationary Evaluation Timelines

1. Each bargaining unit member, upon his/her employment or, for seniority employees, at the beginning of the appropriate work year, shall be provided a copy of the specific criteria upon which s/he will be evaluated. The criteria shall be limited to the actual performance of the job duties which are a part of the job performed. Evaluation criteria for each bargaining unit classification shall be based on the job description. Work outside of the bargaining unit member's normally assigned duties shall not be formally evaluated.
2. Seniority employees shall be evaluated at least once every two (2) years with the evaluation being completed on May 15th of any given year. Probationary employees shall be evaluated prior to the end of the probationary period, and such evaluation shall include a recommendation from the evaluating supervisor. The recommendation shall be for a) seniority status when the probationary period has ended, or b) for continued probation pursuant to Article XII, Section B., or c) for termination of employment.

B. Written Evaluations

1. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) working days after the evaluation is completed. The bargaining unit member shall sign and shall be given a signed copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that s/he necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees

with the evaluation, s/he may submit a written response, which shall be attached to the file copy of the evaluation in question. All written evaluations, along with any employee response(s), shall be placed in the bargaining unit member's personnel file. At the employee's request, the evaluator shall hold a conference with the employee for the purpose of reviewing the written evaluation.

2. Each bargaining unit member's evaluation shall include at the conclusion of the report a statement indicating that the evaluator has determined the employee's work performance to be either "satisfactory" or "unsatisfactory."

C. Unsatisfactory Performance Evaluation

1. In the event that a bargaining unit member's work performance is found to be unsatisfactory, the evaluator shall list specific elements of the job duties that have not been performed in a satisfactory manner, shall identify specific actions which the employee is to take to meet a satisfactory performance standard and shall specify the assistance, if any, to be given to the employee to help the employee attain a satisfactory performance standard. The evaluator shall establish a timeline for such improvement to take place prior to re-evaluation. Such timeline shall provide a reasonable amount of time for the District to provide the assistance, if any, specified in the evaluation and for the employee to take the actions specified as necessary to meet a satisfactory performance standard.
2. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Failure to evaluate an employee as prescribed herein shall be interpreted to mean that the employee's performance is satisfactory.

ARTICLE XXVII - OVERTIME/COMPENSATORY TIME

A. Overtime

Overtime shall be defined as hours worked in excess of forty (40) hours in any work week as defined. All overtime must be approved by the supervisor or Administration. Rate of overtime pay shall be one and one-half times the regular hourly rate for all hours worked over 40 hours per week.

B. Compensatory Time

Approved overtime worked may be taken as compensatory time off, at the rate of one and one-half times worked. Compensatory time can be taken at any time agreed upon by the employee and the immediate supervisor.

ARTICLE XXVIII - CLASSIFICATION SCHEDULE

- A. The classification schedule of employees covered by this Agreement shall show the following: department, classification, location (work site) and number of weeks worked per year, and shall be set forth in Appendix "A" incorporated in this Agreement.
- B. An employee may request a reclassification if the duties and responsibilities of his/her position are substantially changed. The request must be submitted in writing, with copies to the District, immediate supervisor and Association.

ARTICLE XXIX - HOLIDAYS

- A. All seniority full-time employees shall be paid their regular straight-time hourly rate for the following holiday and recess days when such days fall within their work year:

Independence Day
Friday before Labor Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Winter Recess - December 24 through January 1 inclusive*
Good Friday
Easter Monday
Memorial Day

*Those employed after July 1, 2008, winter recess is defined as December 24, 25, 31 and January 1.

- B. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on Saturday, Friday shall be considered as the holiday; provided, however, that if school is in session, the Association and the Board shall agree upon an alternate date. Example: floating holiday i.e., Good Friday or Easter Monday.
- C. In order to qualify for paid holidays, the employee shall be required to work the regular work day before and after such holiday unless absence from work is due to illness or excused absence. Medical proof of such illness shall be required as a basis for granting sick leave pay under this clause.
- D. For official religious holidays other than those listed above, employees may use personal business or vacation days.

ARTICLE XXX - VACATIONS

Vacation for all staff is earned during the period July 1 through June 30, for use during the fiscal year immediately following the year in which the days are earned. Those employees who have less than one year of service shall have their vacation earning computation premised on the number of months of service and all others with more than one year of service shall follow the established earning schedule.

Full-time seniority employees shall be granted vacation with pay in accordance with this schedule and vacation days are to be paid at the regular basic hourly wage without shift premium allowance.

All vacation schedules must be approved by immediate supervisor.

Vacation days not taken cannot be accumulated and used the following year. By July 1 of each school year, the secretary will submit to their supervisor, for approval, a year-long work schedule indicating all holidays and vacation days. The work schedule may be adjusted with supervisor approval.

Vacation days for new employees with service less than one (1) year shall be computed on the basis of 5/6 of a workday for each full month of service.

When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Upon resignation or retirement, any earned and/or unused vacation days shall be paid to the employee.

Vacation Pay Advance

If a regular payday falls during an employee's vacation, s/he may request a paycheck before vacation upon written request at least two (2) weeks in advance of his/her vacation.

Employee Vacation Schedule

One (1) year of service to five (5) years	10 days vacation
Six (6) years of service	11 days vacation
Seven (7) years of service	12 days vacation
Eight (8) years of service	13 days vacation
Nine (9) years of service	14 days vacation
Ten (10) years of service	15 days vacation
Twelve (12) years of service	20 days vacation
Fifteen (15) years of service	21 days vacation

Note: Employees hired after 9/15/00 will follow the vacation schedule chart below:

Employee Vacation Schedule

	<u>Weeks Worked</u>	
	<u>52 Wk.</u>	<u>46 Wk.</u>
One (1) year of service to five (5) years	10 days	9 days
Six (6) years of service	11	10
Seven (7) years of service	12	11
Eight (8) years of service	13	12
Nine (9) years of service	14	12
Ten (10) years of service	15	13
Twelve (12) years of service	20	18
Fifteen (15) years of service	21	20

ARTICLE XXXI - UNUSED SICK DAYS

- A. Any employee who dies or has terminated employment with the District, shall be entitled to receive one-half (1/2) of his/her accumulated unused sick days, not to exceed one hundred (100) days paid at his/her current rate. (Employees in the secretarial department retain current cap of one hundred (100) days.) Any new employee covered by this contract and hired after April 1, 1995, shall not be entitled to any benefits under this article.
- B. In the event an employee dies while employed by the District, his/her designated beneficiary or estate shall receive what benefits the deceased employee has earned, including accumulated unused sick days as stated above.
- C. An employee that may be promoted or transferred into a full-time position from a part-time position as defined in this Agreement, shall have their sick days pro-rated at each position for retirement or termination purposes.

When computing pay for item (A) above, the accumulated sick days in each classification worked will be paid off at the current rate at the time of termination or retirement.

ARTICLE XXXII - WORKERS' COMPENSATION

Each employee will be covered by the applicable workers' compensation laws.

After ninety (90) days on workers' compensation, it is the employee's responsibility to pay for all fringe benefits.

ARTICLE XXXIII - INSURANCE PROTECTION

A. In addition to other compensation provided in this agreement, the District shall provide the following:

1. Health Plan:

MESSA Supercare 1 health insurance, with XVA2, \$50/100 deductible and \$2 RX

Or

MESSA Choices with XVA2, \$200/\$400 deductible, \$20 Office Visit Copay and Saver Rx Drug Copay

2. Life Insurance/Accidental Death and Dismemberment:

\$30,000 term life, disability waiver will apply

\$30,000 Life volume requested for accidental death and dismemberment

3. Long-Term Disability

Long-term disability with a 60 calendar day straight waiting period, 66 2/3% of maximum eligible salary up to a maximum monthly benefit of \$4,000 (maximum monthly salary of \$6,000). COLA, mental/nervous and alcohol/drug same as illness, 5% minimum payout, pre-existing limits waived, family social security offset.

4. Vision

MESSA VSP-2

5. Dental

MESSA dental care program Plan E-07. 80% class I, 80% class II, 80% class III, all with a \$1,000 annual maximum. 80% class IV (orthodontics) with a lifetime \$800 maximum. Two cleanings per year. Sealants – no, adult orthodontic – no. However, any employee covered by another group dental plan shall not be eligible for MESSA dental care program, Plan E-07 but shall be eligible for MESSA dental care program (50% Class I benefits, 50% Class II benefits, 50% Class III benefits) with both internal and external coordination of benefits.

Effective September 1, 2011, the cap is \$1,182. If the premiums for the above benefits exceed the cap, the employee will pay the difference. Such payments may be made through the district's Section 125 plan with pre-tax funds.

Effective September 1, 2012, the cap is \$1,182. If the premiums for the above benefits exceed the cap, the employee will pay the difference. Such payments may be made through the district's Section 125 plan with pre-tax funds.

Effective September 1, 2013, the cap is \$1,182. If the premiums for the above benefits exceed the cap, the employee will pay the difference. Such payments may be made through the district's Section 125 plan with pre-tax funds.

In the event that the premium is less than the cap, the board shall pay the difference into the CSA insurance fund to help offset any future increases.

The employee must be a regular full-time seniority employee. This coverage shall include eligible dependent children.

- B. Any full-time secretary not enrolled in a health plan in A. 1. above will receive an annual cash payment of \$1,600 paid over ten (10) months. Part-time secretaries not eligible for benefits in A. 1. above will receive an annual cash payment of \$800 paid over ten (10) months. The secretary may elect to put this amount into their 403(b) account. In addition, the secretary will receive Life/Accidental Death and Dismemberment, Long-Term Disability, Vision and Dental in the same amounts and levels as listed above in A. 2-5. Members will contribute 20% of the premium cost of these ancillary benefits.

C. Payroll Deduction

The district agrees to provide payroll deduction for tax-deferred annuity payments and for MPSEB retirement service, on a pre-tax basis, upon individual employee authorization. Such payroll deductions as are currently provided shall continue to be provided, upon employee request and authorization.

D. Liability Insurance

The Board shall provide liability insurance to include all employees under this Agreement while in the line of duty with the District.

E. Tax-Deferred Annuities

All tax-deferred annuity plans offered by the Board shall be made available to employees.

ARTICLE XXXIV - ASSOCIATION BULLETIN BOARDS

- A. The employer will provide bulletin boards in each building which may be used by the Association for posting notices of the following types:
 - 1. Notices of recreational and social events.
 - 2. Notices of election.
 - 3. Notices of results of elections.
 - 4. Notices of meetings.

- B. A copy of notices will be forwarded to the employer.
- C. The membership of this bargaining unit shall have the privilege of using the appropriate school buildings' facilities at all reasonable hours according to Board policy for Association business.

ARTICLE XXXV - MISCELLANEOUS PROVISIONS

A. Open Personnel File

Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given opportunity to read such material. "Non-confidential" is herein defined to mean all materials placed in such file subsequent to employment.

Each employee may submit his/her written and signed answer to any such material and the answer shall be included in his/her personnel file.

Each employee may examine his/her current employment record upon written request. The review of the file contents must be done in the office of the responsible administrator and in the presence of said administrator.

B. Mileage

Employees required to use their own transportation in performing their job shall be paid at the rate as provided in the present Board policy.

C. Informing Employees

The employer further agrees to furnish each employee in the bargaining unit with a copy of the existing Master Agreement thirty (30) days after it becomes effective. New employees shall be provided with a copy of the Master Agreement at the time of hire.

D. Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and presented to all members of this Association now employed or hereafter employed by the Board.

This Agreement shall supersede any rules and/or regulations of the Board which are contrary to or inconsistent with the terms herein.

F. In case of heavy snow or other emergencies, employees called in to work will be given an additional day of their choice.

G. The Association recognizes that it must abide by any directive associated with a duly appointed Emergency Financial Manager.

ARTICLE XXXVI - LONGEVITY

- A. A longevity increase of .25 per hour will begin after a member of the Secretarial Association has earned ten (10) years of service credit in the district. Additional longevity increases of .25 per hour will be awarded at years 15, 20, 25, and 30.

- B. The longevity increase is found in Appendix B - Salary Schedule for secretarial positions. If there is a dispute as to the number of years of service credit an employee has earned, the employee must furnish a statement from the Michigan Public School Retirement System indicating the number of years of service credit he/she has earned.

ARTICLE XXXVII - CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect. In such instances, the parties shall meet promptly to negotiate appropriate provision(s) to replace that (those) deemed void and inoperative.

ARTICLE XXXVIII - DURATION OF AGREEMENT

- A. This Agreement and the provisions hereto, when signed by the proper officers of the Board and the Association, shall become operative as of July 1, 2011, and shall continue to and include June 30, 2014.
- B. Nothing in this contract shall prevent the Board from using volunteers in providing services in the District.
- C. This Agreement shall supersede any provision under previous contracts between the Board and the Clarenceville Secretarial Association/MEA, NEA.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written:

BOARD OF EDUCATION

CLARENCEVILLE SCHOOL DISTRICT
LIVONIA, MICHIGAN

CLARENCEVILLE SCHOOL DISTRICT

SECRETARIAL ASSOCIATION, MEA/NEA

President

President

Secretary

Secretary

Date

Date

APPENDIX A - DEPARTMENTS / CLASSIFICATIONS / LOCATION / WEEKS WORKED

DEPARTMENT/CLASSIFICATIONS	LOCATION	WORK WEEKS
Level I Classifications		
Secretary, Maintenance, Custodial, Transportation	Maintenance	52
Secretary, Secondary Principals	Schools	52
Secretary, Elementary Principals	Schools	52
Level II Classifications		
Accounts Payable/Receivable (.5)	Board Office	52
Secretary, Counselors	High School	48
Secretary, Records/Sub Caller	Middle School	46
Secretary, Community Relations (.5)	High School	46
Secretary, Food Service	High School	46
Child Accounting/Athletic Director Secretary	High School	52
Level III Classifications		
Secretary, Librarians/Office	Schools	46

NOTE: This table shall not be a guarantee of the assigned weeks per year. Any change in the work week schedule shall be made known to the employees and Association as soon as possible, but not later than two weeks before the change. If a reduction of hours or days is made in a position, such reduction shall be made as provided in Article XII - Layoff and Recall.

APPENDIX B
WAGE RATE FOR 2011- 2012
EMPLOYEES HIRED BEFORE JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	16.21	17.61	18.22	18.82	19.59	19.92
Level II	15.42	16.80	17.42	18.11	18.82	19.13
Level III	14.66	16.08	16.73	17.34	18.12	18.40

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

No salary steps will be granted for 2011-2012 only

WAGE RATE FOR 2012-2013
EMPLOYEES HIRED BEFORE JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	16.21	17.61	18.22	18.82	19.59	19.92
Level II	15.42	16.80	17.42	18.11	18.82	19.13
Level III	14.66	16.08	16.73	17.34	18.12	18.40

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

WAGE RATE FOR 2013- 2014
EMPLOYEES HIRED BEFORE JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	16.21	17.61	18.22	18.82	19.59	19.92
Level II	15.42	16.80	17.42	18.11	18.82	19.13
Level III	14.66	16.08	16.73	17.34	18.12	18.40

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

APPENDIX B
WAGE RATE FOR 2011 - 2012
EMPLOYEES HIRED AFTER JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	13.79	14.98	15.48	16.00	16.65	16.93
Level II	13.11	14.28	14.82	15.39	16.00	16.26
Level III	12.45	13.67	14.22	14.74	15.40	15.63

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

No salary steps will be granted for 2011-2012 only

WAGE RATE FOR 2012 - 2013
EMPLOYEES HIRED AFTER JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	13.79	14.98	15.48	16.00	16.65	16.93
Level II	13.11	14.28	14.82	15.39	16.00	16.26
Level III	12.45	13.67	14.22	14.74	15.40	15.63

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

WAGE RATE FOR 2013 - 2014
EMPLOYEES HIRED AFTER JULY 1, 2008

Steps	Base	1	2	3	4-9	10
Level I	13.79	14.98	15.48	16.00	16.65	16.93
Level II	13.11	14.28	14.82	15.39	16.00	16.26
Level III	12.45	13.67	14.22	14.74	15.40	15.63

Longevity

10 Years	\$.25 per hour	25 Years	\$1.00 per hour
15 Years	\$.50 per hour	30 Years	\$1.25 per hour
20 Years	\$.75 per hour		

APPENDIX B

2012-2013

On June 30, 2013, the District will have a General Fund Equity balance of at least 14.0% of the 2012/2013 year's total expenditures and other uses as determined by the June 30, 2013 audit (the "Minimum Fund Equity"). If the Minimum Fund Equity as of June 30, 2013 is less than 14.0% according to the audit (the "Deficiency"), the dollar amount necessary to restore the Minimum Fund Equity to 14.0% will be calculated (the "Contribution"). The Contribution is calculated by multiplying the Deficiency by 3.32%. The Contribution amount will then be shared by the bargaining unit, taking into account Retirement and FICA, across the salary schedules in an equal percentage through an off schedule reduction over the remaining pays of the 2013/2014 school year.

2013-2014

On June 30, 2014, the District will have a General Fund Equity balance of at least 14.0% of the 2013/2014 year's total expenditures and other uses as determined by the June 30, 2014 audit (the "Minimum Fund Equity"). If the Minimum Fund Equity as of June 30, 2014 is less than 14.0% according to the audit (the "Deficiency"), the dollar amount necessary to restore the Minimum Fund Equity to 14.0% will be calculated (the "Contribution"). The Contribution is calculated by multiplying the Deficiency by 3.32%. The Contribution amount will then be shared by the bargaining unit, taking into account Retirement and FICA, across the salary schedules in an equal percentage through an off schedule reduction over the remaining pays of the 2014/2015 school year.

APPENDIX C

LETTER OF UNDERSTANDING

It is understood and herein agreed between the Clarenceville School District and the Clarenceville Secretarial Association that an employee who is laid off and who is paid unemployment compensation benefits (associated with his/her regular assignment) during the summer immediately following the layoff and who is subsequently recalled to a position at the beginning of the next school year will be paid according to the annual salary rate (determined by hourly rate times hours per day, times days per week times number of weeks), such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.