

NILES COMMUNITY SCHOOLS  
ASSOCIATION OF OFFICE PERSONNEL

MASTER AGREEMENT

FOR

July 1, 2018 – June 30, 2021

NILES, MICHIGAN

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This Contract, entered into this 30th day of June 2018, by and between the BOARD OF EDUCATION of the City of Niles, Michigan, hereinafter called the "Board," and the NILES COMMUNITY SCHOOLS ASSOCIATION OF OFFICE PERSONNEL, hereinafter called the "Association".

WITNESSETH:

Whereas the Board has a statutory obligation, pursuant to act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association, as the representative of its office personnel, with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

- A. The Board hereby recognizes the Association as an exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for educational secretaries and personnel engaged in secretarial and clerical work, including bookkeepers, clerks, and receptionists, but excluding supervisory, executive personnel, and payroll supervisor, within the bargaining unit as established by the State Labor Mediation Board's decision and direction of election of July 13, 1970, and the election of July 22, 1970. Personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Office Personnel" or "Bargaining Unit Member."
- B. The term Bargaining Unit Member herein shall be referred to herein as those personnel referred to in subsection A regardless of their membership in the Association. Those personnel choosing to pay Association dues shall be referred to as "Association Members."

## ARTICLE 2

### Employees' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended the Board hereby agrees that every employee of the Board shall have the right freely to 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 or chose to freeze any of those activities as is their right. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Contract or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Contract and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, gender, or marital status, or membership, or non-membership in the Association or with the activities of any employee organization.
- C. Each Bargaining Unit Member, upon written request, shall have the right to review the non-confidential contents of his/her personnel file located in the Personnel office. The employee may request another Bargaining Unit Member to accompany him/her in this review. No material may be placed therein without allowing the employee an opportunity to file a response within 10 work days adhering to the requirements of the Bullard-Plawecki Employee Right to Know Act, thereto, and said response shall become a part of the file.
- D. Job descriptions shall be furnished by the Board to each present employee, newly hired personnel, and the Association president. Job descriptions shall be furnished by the Board for personnel placed in newly created positions and/or positions that change within thirty days of job assignment.

Job descriptions shall be reviewed by each employee and her supervisor(s) annually and updated when appropriate. A copy of any change will be given to the president of the Association within thirty days

The Bargaining Unit Member shall confer with his/her immediate supervisor to determine whether the workload necessitates additional help. If the Board agrees that it does, alternatives to ease the workload will be initiated within ten (10) workdays. Alternatives may include assigning overtime, hiring substitute help, postponing work, etc.

## ARTICLE 3

## Association Rights

- A. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Contract; and the Board and the Association agree to be bound by any un-appealed final lawful order or award thereof. However, both parties agree that attempts will be made locally first before using outside resources as defined in Article 21.
  
- B. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the financial resources of the district which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit members, together with information which may be necessary for the Association to process any grievance or complaint. The Association will pay any costs associated with its requests, which exceeds one hundred dollars (\$100.00).
  
- C. A Bargaining Unit Member engaged during the working day in negotiating on behalf of the Association with any representatives of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. This shall include witnesses, the Association president, and grievance chairperson at arbitration hearings.
  
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours outside of school hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms except on Saturday or Sunday and only in the same manner as the Board schedules and charges for such facilities for other groups. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards, at least one of which shall be provided in each school building. Any such use shall not violate the Campaign Finance Act.
  
- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - 3. The Association shall have, after consultation with the Board, complete authority to compromise and settle all claims, which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, including claims paid, and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

- F. The Board agrees, upon receipt of properly executed payroll deduction authorizations, to payroll deduct for authorized credit unions, insurance, and authorized annuity companies as approved by the Business Office.

## ARTICLE 4

### General Requirements for Employment

- A. Training - The employee shall have such training and skills as may be required to successfully carry out the requirements of the job. However, the district may provide specialized training if appropriate for the position. Released time for the trainer and/or trainee may be provided at the discretion of the Board.
- B. Medical Examination - For the protection of children, the worker, co-workers, the public, and/or the Board of Education, a physical examination may be required at any time, at the expense of the Board.
- C. Probation Period - All new employees to this school system shall be hired on a ninety work days (90) probationary basis, with formal written review and conference between supervisor and employee regarding the employee's performance within forty five (45) work days. At the end of the probation period the employee shall be given a formal written evaluation. Probationary employees shall be covered immediately under the terms of this Agreement. (This shall not be misconstrued so as to include employees changing positions who are on a trial period as explained in Article 7, Section F.)

## ARTICLE 5

### Compensation

- A. The salaries of Bargaining Unit Members covered by this Contract are set forth in Schedules A and B, which are attached to and incorporated into this Agreement. Consideration for salary increases will be given on an annual basis.
- B. Past experience will be recognized by increase in steps on the salary schedule commencing on the first anniversary of date of hire.

One or two years of experience shall be granted if the employee's work history indicates the work was related to clerical/secretarial work within another school system.

Additional years of such clerically related work experience shall be granted on the second anniversary of date of hire. One, two, or three additional years of experience shall be granted if work history confirms eligibility for the same and remains within the limits of the schedule.

Clerically related work history, in order to be appropriately considered, must have occurred within the previous ten years. Part-time and partial-year employment will be prorated in determining experience credit.

- C. The hourly rates of pay will be established, and employees will be paid for the number of weeks worked. Normal work shall be thirty-seven and one-half (37.5) hours, seven and one-half (7.5) hours per day, but may be modified at the District's discretion.
- D. Time worked in excess of 40 hours per week, Monday through Friday, shall be considered overtime. Overtime shall be paid at one and one-half (1.5) times the regular hourly rate. Sundays and holidays shall be paid at double the regular hourly rate. Compensatory time must be used during the school year in which it was earned and cannot be carried over to the following year.

Part-time employees working less than thirty-seven and one-half (37.5) hours per week shall be paid at their regular hourly rate up to thirty-seven and one-half (37.5) hours per week, except that time worked in excess of forty (40) hours per week Monday through Friday, shall be paid at one and one-half (1.5) times the regular hourly rate.

Employees who utilize compensatory time shall receive time off calculated at one and one-half (1.5) times the overtime hours worked, except Sundays and holidays, which will be double time.



E. Paid holidays for Office Personnel shall be:

Event	School Year	45 Weeks	52 Weeks
Christmas	1.5 days	2.5 days	3 days
New Year's Day	1.5 days	2.5 days	3 days
Martin Luther King Day	1 day	1 day	1 day
Friday before Spring Break	3.5 hours	3.5 hours	3.5 hours
Memorial Day	1 day	1 day	1 day
Fourth of July	-	-	1 day
Labor Day	2 days	2 days	2 days
Thanksgiving (same as yearly calendar)	3 days	3 days	3 days

Part-time employees shall be paid for the holidays, which fall on days they would normally work. If a part-time employee is following a school-year calendar, appropriate holidays will be paid proportionately.

To be eligible for holiday pay, the employee must work on both the last workday prior to the holiday and the first workday immediately following the holiday unless the employee is on a paid leave day.

F. Any inclement weather closing days which are or are not required by the Michigan Department of Education to be rescheduled for full funding shall qualify as paid days for less than full-year Office Personnel, and they will not report to work. Less than full-year Office Personnel have the option of

- (a) Not receiving regular pay on the rescheduled day(s) or,
- (b) Conferring with their supervisor to schedule make-up day(s) at a mutually agreeable time. Full-year Office Personnel shall not report to work, but shall not receive a reduction in pay. Any rescheduled days shall be in accordance with the Teachers' Contract.

If any member is asked to work by her supervisor and is able to report on a day when schools are closed due to inclement weather and will not be rescheduled, compensatory time will be allowed at straight rate and may be taken at a time mutually agreeable to the supervisor and employee.

If the starting time of school is delayed, Bargaining Unit Members will report one hour ahead of students and will not be reduced in wages for the hour(s) they have missed.

G. At the option of the employee (Secretary), if asked to report early for the upcoming school year, the employee will be allowed to do so. The compensation for that time will be at the normal hourly rate for the employee and be limited to the employee's normal workweek.

The compensation shall be limited to the payment at the hourly rate and not be used in the calculation of any benefits including but not limited to: vacation, compensatory time, profit sharing, or signing bonus.

## ARTICLE 6

### Hours of Work

- A. The building hours listed below are to be used as guidelines for achieving the thirty-seven-and-one-half-hour workweek. Individual building hours may vary. Approval for changes must come from the Personnel Administrator. Initial requests should be made to the immediate supervisor.

<u>Location</u>	<u>Time</u>
Elementary	8:00 – 4:30
Middle School	7:00 – 3:30
Senior High Principal's Office	7:00 – 4:30
Oak Manor	7:00 – 3:00
Central Administration	7:30 – 5:00
Operations	7:00 – 3:30
Southside School (.5 hour for lunch)	7:15 – 3:15

(Keeping Article 5, Paragraph D in mind as to individual hours of work.)

The above starting and closing times are subject to modification, provided the overall time of school is changed.

- B. On any day that the Bargaining Unit Member is working at least 7.5 hours, the Bargaining Unit Members may take a fifteen-minute maximum relief time in the morning and in the afternoon. If the Bargaining Unit Member is working less than 7.5 hours on any day, the relief time for that day will be prorated.
- C. All Bargaining Unit Members shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
- D. Bargaining Unit Members shall be given written notice of their return to work for the forthcoming year no later than the closing date of school. The Personnel Office shall advise them in writing of the starting dates as soon as a school calendar is adopted by the Board of Education.
- E. All full time Office Personnel shall leave one-half hour early each Friday. This half-hour early dismissal time will be prorated for part-time Office Personnel. (Building activities may be cause for adjustment.) This does not include half-days scheduled on Friday.

ARTICLE 7

Vacancies, Promotions, and Transfers

- A. A vacancy shall be defined as any Bargaining Unit position, either newly created or a present position that is to be filled, excluding temporary vacancies.
- B. Individual notices of all secretarial and clerical vacancies and new positions shall be sent to all Office Personnel (excluding probationary personnel) by school mail, e-mail, or regular mail (for those off during the summer months or on vacation). Said notice shall contain the following information:

1.	Type of work
2.	Location of work
3.	Starting date
4.	Rate of pay
5.	Hours to be worked
6.	Classification
7.	Minimum requirements

Interested employees may apply in writing to the Personnel Office within five working days from the date of the notice.

- C. Vacancies shall be filled on the basis of qualifications. Should no minimally qualified Bargaining Unit Member apply, the vacancy may be filled from outside the Bargaining Unit.

In the event two or more qualified applicants from within the Bargaining Unit apply, the most qualified will be awarded the job. If qualifications are judged equal, then the Superintendent or designee will select the applicant to be awarded the job.

Minimal qualifications for each position, and the specific tests, shall be set by a committee with an equal number of representatives from the Association, Board appointed representatives. Qualifications for new or changed positions shall be set by mutual agreement of the Association, and Board appointed representatives. These qualifications shall be used only when filling vacancies from inside or outside the Bargaining Unit. Current employees shall be required to be tested only when applying to fill a vacancy above their current level or for which minimal qualifications are greater than for the position they currently occupy. Test scores used shall be from tests on file with the Board; however, if minimal qualifications have not been met, testing shall occur at the time of vacancy subject to the following timelines. Each test, with the exception of typing, shall be administered only once, but may be repeated after seven months. Typing tests may be administered twice, are valid for two years, and may be repeated after six months.

Tests used for determining qualifications shall be relevant to the vacancy and may include: budgeting, composition, English usage, following directions, basic math,

spelling, typing, computer literacy, and calculator usage. Testing shall occur under controlled working conditions, and shall be on equipment typically found in the office. A computer skills test may be used.

- D. Within ten consecutive days after the interview process is completed, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified and an additional notification will be provided to the Bargaining Unit Members.
- E. A temporary vacancy shall be defined as any vacancy created by the absence of the regular employee. In the event this vacancy becomes permanent, it shall be posted according to the above procedure. The Board will give priority to laid-off personnel, as defined in Article 8, Section H, if they qualify, for temporary openings and substitute assignments.
- F. In the event of promotion or transfer, the employee shall be given a trial period of ten (10) work days on the job in which to show his/her ability to perform on the new job. The Board shall give the employee promoted or transferred assistance to enable him/her to perform up to Board standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and rate of pay. All persons affected will return to previous assignments and pay rates.
- G. An employee who requests a transfer to a greater or lesser group shall be placed on the salary scale of that group at the same step as she occupied in her former group.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee for at least three consecutive hours will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.

## ARTICLE 8

### Layoff and Recall

- A. Layoff shall be defined as a necessary reduction in the work force.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing of said layoff at least three calendar weeks prior to the effective date of the layoff.
- C. In the event of a reduction of the secretarial or clerical staff, probationary employees with less than effective evaluations will be the first to be laid off. Further reduction will be based upon the qualification related to final evaluation, discipline record, and job skills of the secretary or clerical employee. In the event of equally qualified employees, length of employment within the Bargaining Unit will be the determining factor.

When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a secretarial or clerical position, the following procedure shall be followed:

Whenever possible, notice of discontinuance of service shall be given to the affected personnel before the end of the school year preceding the year in which such discontinuance of service shall become effective. If reemployed then the employee would be required to repay any unemployment compensation that occurs during the time of unemployment.

Nothing in this administrative regulation precludes the District from making reductions in personnel or programs at any time.

Reductions shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.

The district has the right of assignment in the event that there is a reduction in force.

- D. In the event a position is phased out and the Bargaining Unit Member is absorbed into the system, taking a position at lesser pay, the employee will not take a cut in hourly rate.

Employees shall be recalled based on qualifications and evaluation proficiency to a vacant position for which they are the most qualified. Employees have recall rights for one school year.

- E. Notices of recall shall be sent by certified or registered mail to the last-known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five-day period.

Employees recalled to work for which they are qualified are obligated to take said work; provided, however, the employee shall not be required to accept an hourly rate paying less than the hourly rate of his/her position held prior to layoff or a position of less hours or weeks.

An employee who declines recall to perform work for which he/she is qualified shall be deemed to have terminated employment and to have forfeited reemployment rights unless emergency and/or extenuating circumstances exist as determined by the superintendent.

- F. Employees on layoff shall retain their seniority. Any employee on layoff for more than one year shall lose his/her seniority and any further rights under this Agreement.

## ARTICLE 9

### Seniority

- A. Seniority shall be defined as the length of continuous service within the district as a member of the Bargaining Unit. Accumulation of seniority shall begin on the employee's first working day.
- B. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. The Personnel Office shall furnish the Association president and secretary with a complete seniority list of all Bargaining Unit Members covered by this Agreement once each school year, on or before October 31. Years credited for past experience shall be posted after the employee's name. The Association president and secretary shall receive notification of each new employee hired after the seniority list has been published in order to update the list. Objections to the seniority list shall be filed by November 15 in the Personnel Office. Thereafter, the list shall be final and conclusive.
- D. Seniority shall be lost by an employee upon termination, resignation, retirement, failure to timely return from leave, or transfer to an out-of-the-unit position.

## ARTICLE 10

### Evaluation

- A. Each employee shall be evaluated in writing by his/her immediate supervisor on or before June 1. All employees will be evaluated yearly.
- B. A copy of the written evaluation shall be submitted to the employee, and the employee shall have the opportunity to discuss the evaluation report with the evaluator.

The employee shall sign the evaluation, indicating receipt only, and may attach comments or replies to the document, as he or she deems appropriate and return such to the supervisor. A signed copy of the evaluation shall be furnished to the employee.

- C. Evaluation reports with an overall score under 3.0 and/or individual elements deemed unsatisfactory should include a plan which includes written corrective procedures, methods, suggestions, etc...to address problem areas.
- D. The yearly evaluation will be a part of the year merit pay system as defined in the evaluation document.



## ARTICLE 11

### Resignations

- A. Any Bargaining Unit Member desiring to resign shall file a resignation letter with the superintendent at least ten working days prior to the effective date, or two calendar weeks prior to the date for reporting for work for employees not on year-round employment.
- B. For any Office Personnel working beyond one annual term of employment, the vacation benefits will be prorated.
- C. Any Bargaining Unit Member who has used more or their pro-rated allotted yearly leave days, (vacation, sick, personal, etc.), at the time of resignation shall have the overpayment deducted from their final paycheck.

## ARTICLE 12

### Illness and Disability

- A. At the beginning of each school year, each Office Personnel who works ten months shall be credited with a ten-day paid sick-leave allowance; if they work eleven months, eleven days; if they work twelve months, twelve days, to be used for absences caused by illness or physical disability of the employee and/or immediate family, including employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. The unused portion of such allowance shall accumulate from year to year. New employees shall be credited with sick leave equal to one day per month worked for the balance of the school year.
- B. At its discretion, the Board may grant additional unpaid leaves of absence in cases of merit where the absence has exceeded the number of days accumulated. Application should be made through the Personnel Office.
- C. Office Personnel absent because of injury subject to Worker's Compensation will be charged and paid sick leave only in the proportion that the compensation payment does not cover the loss of salary.

The Office Personnel or designated agent thereof is responsible for notifying the Business Office when an accident occurs, and must complete all claim forms within seven calendar days following the accident.

## ARTICLE 13

### Personal Leave Days

- A. Each Bargaining Unit Member shall be permitted three personal business days per year, deducted from sick leave, to take care of business not possible to conduct after working hours. No personal leave days shall be granted on the day before or following a holiday or vacation period except in unusual circumstances. Requests for personal leave shall be made in writing on forms provided for that purpose. Personal business days are subject to the approval of the immediate supervisor unless a day is requested before or after a holiday and then the request must be submitted to the Personnel Office.
- B. Personal days of not more than five days caused by death in the immediate family shall also be allowed. The immediate family shall include the employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. Up to three days personal leave shall be granted upon the death of relatives not specified above. Such relatives shall include mother-in-law, father-in-law, grandparents, grandchild, uncle, aunt, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
- C. Personal leave days under this Article not deducted from accumulated sick leave are:
  - 1. Bereavement (Section B)
  - 2. Approved conferences
  - 3. Jury duty or those court appearances connected to or arising out of his/her position with the school district Unless the individual or Bargaining Unit Member is a party opponent to the District.
- D. Jury Duty or Court Appearance: Office Personnel may be absent without loss of pay because of jury duty or other required court appearances (provided that such court appearances are connected to or arise out of his/her position with the school district and the individual or Bargaining Unit Member is not a party opponent to the District.) A receipt for any compensation received as a result of jury duty or court appearances shall be turned over to the school district. The school district will deduct the receipted amount from the employees pay, except compensation received for mileage, meals, or lodging.
- E. If granted an unpaid leave of absence, personal leave provisions in this article do not apply.

## ARTICLE 14

### Unpaid Leaves of Absence

- A. A military leave of absence as allowable by law shall be granted to any Bargaining Unit Member who is inducted or who enlists for military duty in any branch of the armed forces of the United States. Upon honorable discharge and return from such service, appropriate consideration will be given for salary opportunities as though the employee had been continually employed.
- B. A leave of absence up to two years may be granted to any Bargaining Unit Member with two years of service, upon application, for the purpose of participation in activities deemed beneficial to the school system, provided said Bargaining Unit Member states her intention to return to the school system. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left to a vacant position for which the person is qualified.
- C. A leave of absence may be granted to any Bargaining Unit Member upon application, for the purpose of campaigning for or serving in public office. Upon return from such leave, such Office Personnel shall be placed at the same salary steps as when they left. Such leave is limited to two years, renewable at the option of the Board.
- D. A leave of absence of up to one year shall be granted, upon request, to any employee for the purpose of childbirth or adoption. A written request shall be made to the Board, indicating beginning and ending dates of the leave. A medical release may be required before the employee returns to work. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee and approval of the Board. Upon return from such leave, if less than one year, Office Personnel shall be placed in the same position or to a vacant position for which the person is qualified on the salary schedule as they were when they left.
- E. A leave of absence may be granted to any Office Personnel with two years of service, upon written application, for health reasons, provided said Office Personnel states her intention to return to the school system. Application must be made within ten (10) calendar days after the expiration of accumulated sick days, and must include an estimated date of return. Medical verification of the illness or disability shall be provided to the Board. No leave of absence shall exceed one year.

Unpaid leaves of absence not addressed in other sections of this contract shall be requested in advance and approved at the discretion of the superintendent. If the approved leave is longer than two (2) days, the cost of insurance benefits shall be deducted on a prorated basis. Proration shall be made by dividing the costs of the employee's annual insurance premiums including annuity by the number of days worked per year (e.g., 40 weeks = 200 days), then multiplying that amount by the number of days of unpaid leave. Example: Annual insurance premium is \$2,760, workdays per year equals 200 and there are 5 unpaid leave days. Insurance benefit deduction to salary for unpaid leave would be \$69. ( $\$2,760/200$  times five days equals 5.75.)

- F. The Family and Medical Leave Act of 1993, as amended, will be controlling in those individual cases where its provisions of benefits exceed those of this contract. Eligible employees may take FMLA in accordance with Board policy and the law.

ARTICLE 15

Retirement/Longevity

- A. Upon retirement, provided the Bargaining Unit Member shall have been employed in the school district for the last continuous ten years, an employee shall receive 12% of her/his unused accumulated sick days. This shall be calculated by taking the employee's current daily wage multiplied by 12% times the number of unused accumulated sick days.
  
- B. Longevity Bonus - In recognition of service and dedication to the school district, a Bargaining Unit Member shall receive a yearly longevity bonus according to the schedule below. It is understood that the longevity bonus payment will be included in the first pay period of November unless the longevity bonus is blocked or pro-rated due to the operation of PA 54 of 2011.

November 1 of year 10 through 14 . . . . .	\$250
November 1 of year 15 through 19 . . . . .	\$300
November 1 of year 20 and beyond . . . . .	\$500

## ARTICLE 16

### Insurance

- A. To the extent allowable by law (state caps), upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health, vision, dental, AD&D, life, and LTD insurance coverage for all eligible Bargaining Unit Members (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the monthly state caps amounts (minus any deductions listed below) paid per eligible Bargaining Unit Member:
- A. From the allowable state caps amounts, the Employer shall deduct any payments already made during the "medical benefit plan coverage year" toward Employer reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to Public Act 152 of 2011.
- B. The type of health, vision, dental, AD&D, life, and LTD insurance plan(s) available to Association shall be determined once per medical benefit plan coverage year by the Bargaining Unit. The plan(s) chosen by the Association shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the District; the District is specifically authorized to make any adjustments necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the District. The Association shall indemnify the District if the plan(s) chosen by the Association result in any penalties, taxes, or other liabilities chargeable to the District. The Association shall provide all details necessary for Employer implementation within Fifteen (15) days of a District request, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and/or provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above in §A shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts. The District shall not be responsible for any liability associated with late notice.
- C. If the plan chosen by the Association, or then in effect, involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law, the Employer shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision,

etc.); but only to the maximums set forth above in subsection A.

- D. Any necessary amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Bargaining Unit Member. To the extent allowable by law, the Bargaining Unit Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. The Association shall certify to the Board monthly that the payroll deductions are, or are not, eligible under the Employer's Section 125 Plan. The Board shall be held harmless for its reliance on the Association's certification, and the Association shall indemnify the Board against any damages, including attorney fees and costs, associated with the Board's reliance on the Association's certification. If making direct payment, the Bargaining Unit Member shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of a Bargaining Unit Member to pay their portion of the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.
- E. Bargaining Unit Members who have access to another Bargaining Unit Member's District funded insurance shall not be eligible for Employer provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.
- F. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of health care premiums for those days.
- G. Bargaining Unit Members who are eligible for Employer paid medical coverage premium contributions under A of this Article may make a written waiver of that coverage and instead elect to receive \$125 per month (less applicable taxes). The Bargaining Member may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Employer through a separate written voluntary and elective contribution, as allowed by law.
- H. Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status.
- I. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status, but terminate at the end of the month during which the Bargaining Unit Member



ceases to be in a pay status, except as is otherwise provided herein or by law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.

- J. The Employer shall not be required to remit premiums for any insurance coverage on behalf of a Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policy holder or third-party administrator.
- K. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- L. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.
- M. Unless otherwise delineated by law or the terms of the policy then in effect, eligible Bargaining Unit Members shall receive insurance as of the 1st day that the employee reports to work. Those employees opting to take cash-in-lieu shall not be eligible for Employer paid health insurance contributions, but must participate in all other insurance products chosen by the Bargaining Unit. A Bargaining Unit Member shall be eligible for Employer paid insurance contributions if the Bargaining Unit Member is employed on a full-time basis as defined by the PPACA (currently working an average of thirty [30] hours or more per week) in the District.

## ARTICLE 17

### Continuing Education

- A. Any employee who has served a probationary period and has been retained beyond the probationary period shall have the opportunity for employer-paid on-the-job training. Such training may take the form of seminars, released time, on-the-job consultant help, etc.
- B. On half-day teacher professional development days, the Bargaining Unit Members will have the option to develop job related in-services with administrative approval.

## ARTICLE 18

### Discipline

- A. No employee shall be disciplined in an arbitrary or capricious manner (including reprimands, suspensions, reductions in salary, or discharges). The District will follow the law dealing with issues pertaining to arbitrary or capricious actions. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing at the time such disciplinary action is taken.
  
- B. An employee shall be entitled to have present, a representative of the Association during any meeting, which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present, limited to two days. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility.

ARTICLE 19

Vacations

- A. Each year-round employee completing one year's service shall receive ten days paid vacation. For vacation allowance, refer to the table below.
- B. In the event that a school-year employee becomes a year-round employee, full-year credit will be given for each annual term toward the year's employment in calculating vacation days.
- C. School-year employees will be paid for the number of weeks worked. In addition, they will have vacation days added by receiving salary for a prorated number of days.

Years Experience in District	260 or 225	
	Days	205 Days
1-3 years	10 days	7 days
4-6 years	13 days	10 days
7-9 years	14 days	11 days
10-11 years	15 days	12 days
12-13 years	17 days	14 days
14-15 years	18 days	15 days
16-17 years	19 days	16 days
18-19 years	20 days	17 days
20 years plus	21 days	18 days

- D. Vacation time may be used by eligible employees at times mutually agreeable to employees and Board. Vacation days may only be taken when students are not at school unless there is previous permission from the principal.

## ARTICLE 20

### Negotiation Procedure

- A. This Contract shall remain in full force and effect until its expiration on June 30, 2018.

The parties acknowledge that they have had full opportunity to bargain with respect to all subjects or matters referred to or covered by this Agreement or which could have been referred to or covered by this agreement.

The parties may, upon mutual agreement, alter or modify this Agreement during its term, but nothing contained herein shall require either party to bargain over any subject or matter referred to in this Contract during its term.

Either party may request consideration of mutual agreement to bargain regarding any mandatory subject of bargaining during the term of this Agreement. This will not mandate contract change, however.

- B. Six months prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions on a tentative basis in the course of negotiations. The Parties agree that they will not publicly disparage any party's specific bargaining representative during the period of negotiations.

## ARTICLE 21

### Professional Grievance Procedure

- A. A claim by an Office Personnel or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and/or any rule, order, or regulation of the Board which would be in conflict with this Agreement may be processed as a grievance as hereinafter provided within twenty calendar days of the alleged violation, misinterpretation, or misapplication.
- B. In the event that a Bargaining Unit Member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal or appropriate supervisor, either personally or, if a member, accompanied by his/her Association representative.
- C. If as a result of the informal discussion with the building principal or appropriate supervisor a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Schedule C, signed by the grievant and a representative of the Association, which form shall be available from an Association representative. Any Non-Member may get a copy of the form from the Personnel Administrator and sign that form. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within five school days after the day of the informal discussion with the principal. If the grievance involves more than one school building, it may be filed with the Personnel Administrator or a representative designated by him/her.
- D. Within five (5) work days of receipt of the grievance the principal shall meet with the grievant and the Association's grievance committee, if applicable, in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance by endorsement within five (5) work days of such meeting and shall return the grievance forms to the Association's grievance committee or the non-member as applicable
- E. If the Association or non-member is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Personnel Administrator.  
  
Within five school days, the Personnel Administrator or his/her designee shall meet with the Association or non-member on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association or non-member is applicable.
- F. If the Association or non-member is not satisfied with the disposition of the grievance by the Personnel Administrator or his/her designee, or if no disposition has been made within five (5) school days of such meeting (or ten school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board within nine school days or eighteen days from the expiration of the above dates, whichever is later, by filing a written copy thereof with the Board secretary or other designee of the Board.

The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven calendar days thereafter. A copy of such disposition shall be furnished to the Association or non-member.

- G. If the Association or non-member is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator, provided that such submission is made within thirty calendar days from the receipt of the Board decision or expiration of the seven-day period. If both parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected from a list supplied by the American Arbitration Association and shall conduct the hearing in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association or non-member shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

The arbitrator shall not substitute his/her judgment for that of the Board as to the reasonableness or necessity of any policy or rule in violation of any specific term or provision of this Agreement. The arbitrator shall not rule with regard to the application of applicable general school laws, state statutes, federal statutes, constitutional rights, or subjects that are prohibited topics of bargaining.

- H. The fees and expenses of the arbitration shall be borne by the parties whose case does not prevail.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual Bargaining Unit Member has a personal complaint, which she desires to discuss with her immediate supervisor, she is free to do so without recourse to the grievance procedure. Nothing contained herein shall be construed to prevent any individual Association member from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Contract, provided that the Association has been given opportunity to be present at such adjustment. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the Bargaining Unit Member shall be the sole responsibility of the Association.  
(Individuals may not arbitrate grievances)

- K. If arbitration results in any award of back wages or benefits, such award shall have deducted from it all benefits such as employment compensation, worker's compensation, or any other earnings or compensation received from any source whatsoever during the period for which back wages or benefits are claimed.
- L. No award of back wages or benefits shall require retroactive adjustment to any person other than the grievant unless the Association files for a grievant on behalf of an affected group. All employees who possess adverse claims shall submit their respective claims in one grievance/arbitration proceeding, except as noted above, or their claims shall be deemed waived.
- M. Any award implicating pecuniary interests shall be limited to an award of back wages and restoration of service levels if applicable.



## ARTICLE 22

### Miscellaneous Provisions

- A. Supervisors or employees not covered by this Agreement shall not displace Office Personnel covered by this Agreement by performing work normally performed by such Office Personnel unless the displacement implicates the contracting of non-instructional support personnel or is a intermittent or emergency activity.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts theretofore in effect.
- C. A copy of this Agreement shall be printed at the expense of the Board and presented to the President of the Bargaining Unit. The agreement shall be posted on the District website.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Bargaining Unit Members are not responsible to maintain discipline. However, a student may be placed in the office to wait for appropriate follow-up. Students will not be left in the office to be supervised by Office Personnel as a form of discipline. Discipline is the responsibility of the principal.
- F. Mileage shall be granted at the rate approved by the Board of Education per mile. A minimum of \$50.00 will be paid per semester to all Office Personnel who are required to travel from one building to another on a daily basis. Accurate records shall be kept during the year if the Office Personnel expects to be paid more than the minimum. If employee travels between buildings during lunch hours, fifteen (15) minutes additional travel time will be allowed.
- G. No Bargaining Unit Member shall be required to dispense or administer medication or perform first aid without liability insurance protection. Surgical gloves shall be provided to Bargaining Unit Members upon requisition. Medication will be administered according to Board Policy 5141.6 and the MCLA 380.1178. Questions and concerns related to the medication may be communicated to the prescribing physician and/or parent. In the event a student appears to have an adverse reaction to such medication, the principal will immediately be notified. If the principal is not present, a call must be made to a central office administrator. In addition, Lakeland emergency room staff may be contacted for consultation.
- H. When there is a need for additional help, the part-time Bargaining Unit Members who have the appropriate qualifications shall be asked to perform said work before non-bargaining unit members when the additional work does not interfere with the part-time job of the Bargaining Unit Member.

- I. Costs associated with tests, records checks, background checks, etc., which are required by the district or state or federal government, shall be borne by the Employer.

## ARTICLE 23

### Management Rights

- A. Both parties to this Agreement recognize that nothing contained herein denies or restricts the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.
- B. Both parties acknowledge that, except as specifically and expressly changed, modified, or amended by other articles of this Agreement, the Board's rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and administer the school system, its properties and facilities, and its business operations;
  - 2. Adopt rules and regulations pertaining to the operation and administration of the school system, and adopt or define descriptions and requirements of all jobs;
  - 3. Give directions to the staff, including the right to hire all employees, determine their qualifications, evaluate all employees, determine the conditions for their continued employment or their dismissal or demotion, and to promote, transfer, and assign such employees, including the assignment of specific work;
  - 4. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings, or other facilities;
  - 5. Determine the financial policies, including all accounting procedures, regarding Board actions;
  - 6. Determine the policy affecting the selection, testing, training, and retention of employees.
- C. The Board shall be limited in the use of its judgment and discretion in exercising the above rights and responsibilities only by the underlying intent of the terms of this Agreement by all applicable laws.

SCHEDULE A

Position Classification

Category	Title	Days/Year	Hours/Week
I.A.	Bookkeeper	260	37.50
	Secretary – Director of Special Ed.	260	37.50
	Secretary – High School Principal	260	37.50
	Secretary – Director of Instruction	260	37.50
	Secretary – Accounts Payable Bookkeeper-P/T	205	18.75
I.B.	Secretary – Middle School Principal	225	37.50
	Secretary – Ballard	205	37.50
	Secretary – Howard	205	37.50
	Secretary – Northside	205	37.50
	Secretary – Southside	205	37.50
	Secretary – Non-Traditional Education	260	37.50
	Secretary – Ellis	205	37.50
	Secretary – Eastside Connections School	205	37.50
	Secretary – Oak Manor Principal	205	37.50
II.	Registrar, Senior High	260	37.50
	Secretary – Niles New Tech Entrepreneurial Acad.	260	37.50
	Senior High Guidance Secretary	225	37.50
	Secretary – Northside	205	37.50
	Secretary – Eastside Connections School P/T	205	18.75
	Secretary – CTE/Attendance (at NHS)	205	37.50
	Athletic Secretary – Senior High	260	37.50
	Attendance/Guidance Secretary– Middle School	225	37.50
	Assistant Secretary – Ballard	205	37.50
	Assistant Secretary – Howard	205	37.50

SCHEDULE A-1

NILES COMMUNITY SCHOOLS  
 July 1, 2018 – June 30, 2021 Office Personnel Salary Schedule

2018-2019

EXPERIENCE	Time	Group I A	Group I B	Group II
1 Year	Hour	13.17	12.81	12.58
2 Year	Hour	13.88	13.50	13.28
3 Years	Hour	14.54	14.23	14.04
4 Years	Hour	15.25	14.96	14.78
5 years	Hour	15.63	15.33	15.15
6 Years	Hour	16.02	15.72	15.53
7 Years	Hour	16.42	16.11	16.11
8 Years	Hour	16.83	16.71	16.52
9 Years	Hour	17.25	17.13	16.93
10+ Years	Hour	17.68	17.56	17.37

2019-2020

EXPERIENCE	Time	Group I A	Group I B	Group II
1 Year	Hour	13.88	13.50	13.28
2 Year	Hour	14.54	14.23	14.04
3 Years	Hour	15.25	14.96	14.78
4 Years	Hour	15.63	15.33	15.15
5 years	Hour	16.02	15.72	15.53
6 Years	Hour	16.42	16.11	16.11
7 Years	Hour	16.83	16.71	16.52
8 Years	Hour	17.25	17.13	16.93
9 Years	Hour	17.68	17.56	17.37
10+Years	Hour	18.14	18.00	17.80

2020-2021

EXPERIENCE	Time	Group I A	Group I B	Group II
1 Year	Hour	14.54	14.23	14.04
2 Year	Hour	15.25	14.96	14.78
3 Years	Hour	15.63	15.33	15.15
4 Years	Hour	16.02	15.72	15.53
5 years	Hour	16.42	16.11	16.11
6 Years	Hour	16.83	16.71	16.52
7 Years	Hour	17.25	17.13	16.93
8 Years	Hour	17.68	17.56	17.37
9 Years	Hour	18.14	18.00	17.80
10+Years	Hour	18.59	18.45	18.24

State retirement payroll deduction increases: the Board will pay, if any, the state required increases.

SCHEDULE B

Compensation Package

- A. The board reserves the right to provide additional financial incentives to office personnel.

SCHEDULE C

Grievance No. \_\_\_\_\_

OFFICE PERSONNEL GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Work Location/Assignment \_\_\_\_\_ Date Grievance Occurred: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Article(s) Violated: \_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant                      Date                      Association Representative  
=====

Date Discussed with Supervisor and Disposition: \_\_\_\_\_

Date: \_\_\_\_\_  
Signature of Supervisor

Date Delivered to Personnel Administrator: \_\_\_\_\_

Disposition by Personnel Administrator: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
=====

Date Delivered to the Board: \_\_\_\_\_

Disposition by the Board: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
=====

Date Filed for Arbitration: \_\_\_\_\_

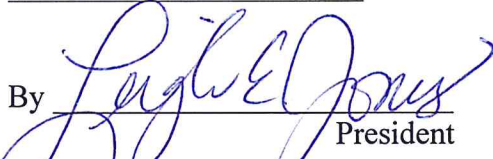
Disposition by Arbitrator: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Association Representative



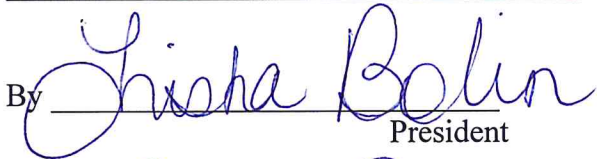
This Agreement shall be effective upon ratification by the Employer and the Association and shall continue in effect until June 30, 2021.

BOARD OF EDUCATION:

By   
President

By   
Secretary

ASSOCIATION OF OFFICE PERSONNEL:

By   
President

By   
Secretary

