

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

**2008/2009, 2009/2010, 2010/2011**

**Ratified March 8, 2010**

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

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## **AGREEMENT**

THIS AGREEMENT entered into this 8<sup>th</sup> day of March, 2010 effective the 1st day of July, 2008, between Davison Community Schools, hereinafter designated as "Employer" and the Davison Education Secretarial Association, hereinafter designated as the "Association".

### **ARTICLE I - INTENT AND PURPOSE**

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

### **ARTICLE II - COVERAGE AND RECOGNITION**

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

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

### **ARTICLE III - ADMINISTRATION RIGHTS**

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

### **ARTICLE IV - OTHER AGREEMENTS**

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

### **ARTICLE V - EVALUATION OF PERFORMANCE**

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

### **ARTICLE VI - VACANCIES, TRANSFERS, LAYOFF AND RECALL**

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

- B. Transfers/Vacancies

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

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

C. In the event that a position shall become vacant within the unit of employees covered by this Agreement, such vacancy shall be made known to the employees by means of a written notice and it shall be posted in every building for five (5) working days. Such vacancy shall be open to qualified employees on the payroll and to the general public. Qualifications for the position shall be established by the Superintendent of Schools or his designee.

D. Layoff Notices: Secretaries shall be given notice of layoff thirty (30) calendar days prior to the effective date of the layoff.

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

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

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

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

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

If a laid off employee does not accept recall, the Administration may then proceed to recall other laid off bargaining unit members as specified above. If all laid off employees have either been recalled or are not deemed appropriately

qualified and suited for the vacant position by the Administration, then the Administration may hire from outside the DESA Group in order to fill the position.

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

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

#### **ARTICLE VII - SENIORITY**

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

## **ARTICLE VIII - HOLIDAYS**

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

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

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

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

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

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

## **ARTICLE IX - EMERGENCY DAYS**

A. If a secretary is called in to work on a suspended or canceled day he/she shall be paid time and one-half for hours worked.

The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable. When an employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will not be required to report on such days, except as required by the Employer. The employee will be compensated for the day as long as the



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

If it is determined that school should be dismissed after an employees work day has started, employees covered in this Agreement will be allowed to leave their designated building a maximum of one and one-half (1.5) hour or at the administrator's discretion, whichever is sooner, after the last bus has left. In the event the administrator requests the secretary to work beyond the one and one half (1.5) hour limit, the employee will be paid an additional fifty (50%) percent of their hourly rate. The employees covered by this agreement will suffer no loss of pay for all such days.

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

## ARTICLE X - VACATIONS

- A. Full-time employees shall qualify for vacation pay provided the employee has completed one year of service in the district. Using the scale below, the number of vacation days will be determined as follows:

VACATIONS				
<u>DAYS WORKED</u>	<u>2 - 4 YEARS</u>	<u>5 - 10 YEARS</u>	<u>11-14 YEARS</u>	<u>15+ YEARS</u>
221+	7 DAYS	10 DAYS	13 DAYS	17 DAYS
195 - 220	5 DAYS	8 DAYS	11 DAYS	14 DAYS

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

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

## ARTICLE XI - LEAVES

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

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

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

- B. **Sick Leaves:**

1. Each employee shall be credited with ten (10) sick leave days at the beginning of each school year. These days may not be used during the first seventy (70) working days of employment. Unused sick days may accumulate eighty-five (85) days.
2. The Board of Education shall provide the Board's "Long Term Disability Program" to all permanent employees working at least twenty (20) hours

per week with benefits beginning on the thirty-first (31st) calendar day at a rate of sixty-six and two-thirds (66 2/3%) percent of contracted salary until the age of sixty-five (65) or the expiration of the disability, whichever occurs first.

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

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

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

Payment will be made upon completion of the fiscal year.

**C. Leaves of Absence:**

1. In the event that an employee takes an approved leave of absence from the Davison Community School District, the employee's position will be held for him/her for a period of up to 90 consecutive work days. During this period the position may be filled on a temporary basis by a non-bargaining unit member at the substitute rate of pay. After this 90 day period the position will be deemed to be open unless the temporary status is extended by written mutual agreement of the DESA-Davison Community Schools CMC. If such extension is granted, the position may continue to be filled on a temporary basis as specified above. The substitute will begin earning base pay of that position according to the contract on the ninety-first (91st) day of subbing for said position.
2. In the event that a current employee is temporarily placed in the open position, he/she shall be paid at their current rate of pay. If, after a period of 90 consecutive work days, the permanent employee does not desire to return to work, the position may be opened to other candidates as stated in Article VI.

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

## **ARTICLE XII - MILEAGE**

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

## **ARTICLE XIII - HOURS OF EMPLOYMENT AND WORK YEAR DEFINITION**

- A. The work year for both full-time and part-time employees is defined as July 1 through June 30, which is consistent with the district's fiscal year.
- B. Full-time employees covered by this contract shall work eight (8) hours per day and shall have a one (1) hour unpaid lunch break. This schedule may be adjusted by the administrator to suit the particular job, provided that the Superintendent of Schools or his designee approves. Part-time employees shall be defined as employees whose regular work schedule is less than eight (8) hours per day.
- C. Flex Time Policy: Employees may occasionally change the hours within their work day with prior approval of their supervisor. However, employees may not adjust hours to their scheduled work day to shorten their work week.

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

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

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

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

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

- E. Each employee shall be entitled to a fifteen (15) minute break during each four (4) hour work period. Such breaks shall be at regular times as specified by their supervisor. All such breaks will be taken within the building in which the employee works. The times of such breaks will not be changed except if unusual circumstances permit.
  
- F. Secretaries shall work all days when students are scheduled to attend unless they are on an approved leave (e.g. sick, personal, vacation, unpaid). In addition, each secretary shall work a number of non-student days. Appendix B defines the total number of student and non-student days to be worked by secretaries. With the exception of High School Guidance Secretary and District Copy Center Secretary, these additional non-student work days shall not be scheduled during the month of July unless mutually agreed to by both the secretary and the supervisor. Should the secretary choose not to work any days in July, there shall be no reprisal by the supervisor. These additional non-student work days shall be scheduled contiguous with the start and/or end of the school year unless mutually agreed to by the secretary and the supervisor.

## ARTICLE XIV - GRIEVANCE PROCEDURE

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

### Step 1

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

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

### Step 2

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

### Step 3

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

### Step 4 - Board-level Appeal

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

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

## **ARTICLE XV - MISCELLANEOUS PROVISIONS**

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



## **ARTICLE XVI - SECRETARIAL JOB CLASSIFICATIONS**

### **LEVEL I (If Full Time Position)**

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

### **LEVEL II (If Full Time Position)**

High School Assistant Principal Secretary  
Middle School Assistant Principal Secretary  
High School Attendance Secretary  
High School Athletic Office Secretary  
District Copy Center Secretary  
Intermediate School Assistant Principal Secretary  
Food Service Secretary

### **LEVEL III**

All Part-Time Positions – defined as regular schedule of less than eight (8) hours per day are considered Level III.

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

**ARTICLE XVII - INSURANCE BENEFITS AND SALARY**

1. Fringe Benefits

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

A. **Health Insurance:** Employees electing MESSA Super Care I will pay 9.0% of the annual premium. Employees electing MESSA Choices II will pay 6.0% of the annual premium. The employee contribution will not exceed the maximums listed below:

	<u>MESSA Super Care I</u>	<u>MESSA Choices II</u>
Single Coverage	\$825.00	\$500.00
Two-Person Coverage	\$1,850.00	\$1,125.00
Full Family Coverage	\$2,050.00	\$1,250.00

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

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

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

1. Exceptions

- a. Only one spouse shall be eligible when both work for the school.
- b. The spouse employed by the school shall be ineligible when eligible for coverage by a policy of some other employer or former employer.

- c. Options in lieu of Health Insurance: Those employees not electing health insurance coverage under the provisions of this agreement shall receive a benefit equal to 10% of the MESSA Choices II Full Family annual premium up to a maximum of two thousand one hundred dollars (\$2,100) per year.
- d. Part-time employees shall be allowed to purchase medical insurance coverage through payroll deduction.

**B. Dental Insurance:** The Board of Education shall furnish, without cost to the employee and family, the same dental plan offered in the teacher's contract. There shall be a limit of \$1,500 for orthodontic coverage beginning with the 1986-87 school year.

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

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

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

**E. Long Term Disability Insurance:** MESSA Plan II LTD Insurance with the following features:

66-2/3% to age 65. 30 days modified fill. Educational Supplement Program.

1. The Maximum Modified Benefit shall be 66 2/3% of the employee's pay on the salary schedule
2. Pre-existing Condition
3. Social Security Freeze
4. Mental/Nervous Waiver
5. Alcoholism and Drug Addiction Waiver
6. Regular Occurrence Waiver - 5 year
7. C.O.L. (inflation control)
8. Rehabilitation (50% of rehabilitation offset)
9. Layoff protection up to three (3) months
10. Six-month recurrent disability clause
11. Minimum 10% benefits
12. Age 65-minimum 12-month guarantee

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

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

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

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

## **ARTICLE XVII - LENGTH OF AGREEMENT**

This Agreement shall be effective as of the 1st day of July, 2008, and shall continue in full force and effect until the 30th day of June, 2011. Upon the final termination date of this contract, it shall be continued on a yearly basis thereafter from year to year unless at least sixty (60) days prior to the final termination date of this contract the Association shall notify the Employer of its intention to negotiate a new contract.

### **DAVISON EDUCATION SECRETARIAL ASSOCIATION (DESA)**

Carri Vergison, President  
Marcia Fournier, CMC Representative  
Janell Streu, CMC Representative

### **DAVISON BOARD OF EDUCATION**

Kathleen Sudia, President  
Carol Dowsett, Vice President  
Karen Conover, Secretary  
Mark McGlashen, Treasurer  
Lawrence Finkbeiner, Trustee  
Dale Green, Trustee  
Kim Lindsay, Trustee

**APPENDIX A**  
DAVISON EDUCATION SECRETARIAL ASSOCIATION  
SALARY SCHEDULE

SALARY SCHEDULES ARE BASED ON HOURLY RATES.

2008/2009, 2009/2010, 2010/2011 DESA SALARIES

Level	0	1	2	3	4	5	6	7	8	9	10
1	13.31	13.63	14.14	14.44	14.82	15.25	15.55	15.91	16.34	16.62	16.83
2	12.62	12.98	13.37	13.73	14.14	14.50	14.85	15.25	15.59	15.93	16.09
3	8.75	9.01	9.31	9.57	9.85	10.15	10.47	10.77	11.09	11.44	11.54

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

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

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

**APPENDIX A-1**  
**GRANDPARENTED EMPLOYEES**

The following two secretaries have been receiving a salary that is not part of the salary grid since the 1997/98 school year when the number of secretarial levels was reduced from five levels to three and as such, have been “grandparented”.

Julie Konkle  
Andrea McGlashen

The hourly rate each year for these employees will be determined by adding the percent increase of the contract settlement to their hourly rate from the previous year.

## APPENDIX B

POSITION	DAYS WORKED
Secretary to High School Principal	210-220
Secretary to Middle School Principal	210-220
Secretary to Intermediate School Principal	210-220
Middle School Secretary	195-205
High School Guidance Office Secretary	All Year
High School Athletic Office Secretary	205-215
High School Secretary	205-210
Secretary to Alternative High School Principal	205-210
Secretary to Intermediate School Assistant Principal	195-205
High School Attendance Secretary	190-200
Secretary to Elementary Principal (Except Hill Elementary)	205-210
Secretary to Hill Elementary Principal*	205-215
Secretary to Curriculum Coordinators	195-205
District Copy Center Secretary	All Year
Part-time Secretary at District Copy Center	185-190
Part-time Elementary Secretary (Except Hill Elementary)	205-210
Part-time Elementary Secretary at Hill*	205-215
Part-time Intermediate School Secretary	190-205
Part-time Middle School Secretary	190-205
Part-time Curriculum Office Secretary	190-205
Part-time High School Secretary	195-205
Part-time Secretary at Food Service Department	185-200
Part-time Secretary at Alternative Education	195-205
Part-time Secretary at Transportation Department	185-190

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

\*For Hill Elementary: The days are flexible between the two secretaries. Both secretaries will not be required to work 215 days.



**APPENDIX C**  
**DAVISON COMMUNITY SCHOOLS**  
**Secretary Dress Code Guidelines**

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

**MEN**

**Acceptable Attire:**

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

**May Be Acceptable:**

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

**Unacceptable as Professional Dress:**

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

**WOMEN**

**Acceptable Attire:**

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

Sweaters  
Sandals  
Leather deck shoes  
Loafers  
Dress shoes  
Dress boots

**May Be Acceptable:**

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

**Unacceptable as Professional Dress:**

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

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

**PROCEDURES TO BE USED FOR CONTRACT MANAGEMENT COMMITTEE**

April, 1994

Revised 2005

**1. CONSENSUS/DECISION-MAKING**

Decisions will be made by consensus of those present. If after two tries for strict consensus, one person is dissenting, a decision can be made with one dissent. The Contract Management Committee will operate under written Win-Win Procedures adopted by consensus, except that only a majority vote shall be required for approval of contract deviation requests.

**2. MEMBERSHIP**

3 DESA team members

3 Administrative team members

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

**3. QUORUM**

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

**4. REVISITING ISSUES**

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

**5. AGENDAS**

The agenda for the following meeting will be set by consensus at the end of each meeting, and will be adopted by consensus at the beginning of each meeting.

**6. INCLUDED IN EACH AGENDA WILL BE:**

At the beginning:

- A. Adopting agenda
- B. Approve the minutes of last meeting
- C. Special Reports and/or announcements
- D. Presentation of problems
- E. Contract Deviations

At the end:

- A. Prepare a “TO DO” list of assignments to be included in the minutes. List whom each task is assigned to and the deadlines.
- B. Set agenda for next meeting
- C. Set meeting dates, times, places
- D. Select facilitator and recorder for next meeting, one from each team
- E. Disseminating information
- F. Debriefing

## **7. FACILITATOR**

The facilitator will:

- A. Organize and lead
- B. Implement the agenda
- C. Move the group towards consensus
- D. Assist with compliance with ground rules
- E. Provide the opportunity for all to speak
- F. Work with recorder to ensure
  - 1. Proper filing of documents
  - 2. Minutes are an accurate record of meetings
  - 3. Correct CMC agreement forms used
  - 4. Continue the meeting summary document or the “TO DO” list.

The facilitator will step out of the facilitator role to speak on an issue.

## **8. RECORDER**

The recorder will record problem statement items and decisions for display to the group. That person will transcribe the notes into minutes for the next meeting.

The recorder will:

- A. Use flip charts as requested
- B. Record all brainstorming in the minutes.
- C. Send minutes to members within one week of meeting.

Each member will maintain a notebook with all agreements and have available at each meeting.

## **9. MEETING STRUCTURE**

The group will be seated so all members can see each other. Seating will not be done by teams.

## **10. SPEAKING**

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

## **11. PROBLEMS**

PROBLEM SOLVING WILL BE DONE USING THE PROBLEM STATEMENT FORM.

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

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

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

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

## **12. SUB-COMMITTEES**

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

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

## **13. CAUCUS**

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

## **14. COMMUNICATIONS OUTSIDE THE GROUP**

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

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

## **15. CONFIDENTIALITY**

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

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

## **16. DEBRIEFING**

Ten (10) minutes of each meeting shall be reserved for debriefing.

Anyone may speak for up to one (1) minute; anyone may pass; no one will respond to any comment made except by consent of the group. Anyone who passes can request to speak at the end.

## **17. PARTICIPANTS AND OBSERVERS**

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

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

## **18.. CHANGING RULES**

Rules can be changed by consensus of the group.

## **19. IMPASSES OR BREAKDOWN IN PROCESS**

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

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

## **20. REVIEW OF RULES**

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

**CONTRACT MANAGEMENT COMMITTEE**  
**DAVISON COMMUNITY SCHOOLS/  
DAVISON EDUCATION SECRETARIAL ASSOCIATION**

Problem Statement

Date: \_\_\_\_\_

PROBLEM #: \_\_\_\_\_

Problem:

Supporting Data:

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

Group Statement of Problem:

Information Needed:      Who is responsible: \_\_\_\_\_

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

Brainstorming Solutions:

Recommended Solution:

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

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