



**EDUCATIONAL
SECRETARIAL
ASSOCIATION CONTRACT**
(Building Secretaries)

A decorative graphic consisting of several overlapping, semi-transparent blue and light blue rectangular shapes that create a sense of depth and movement. The date '2013-2016' is printed in a large, black, serif font across the center of these shapes.

2013-2016

AGREEMENT

This agreement entered into this 1st day of July 2013, by and expires the 1st day of July 2016 between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board" and the Montrose Community Schools Educational Secretarial Association, hereinafter called the "Association".

WITNESSETH

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

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

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

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

ARTICLE I RECOGNITION

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

ARTICLE II SECRETARIAL EMPLOYEE RIGHTS

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

- C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings.
- D. The Board shall agree to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirement and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the secretaries together with information which may be necessary for the Association to process any grievance and/or complaint.
- E. There shall be a written job description for each position.
- F. Vacancies
 - 1. Definition of Vacancy – A vacancy shall be defined as a newly created position or a position to which no employee has a claim.
 - 2. All employees within the Secretarial Association can apply for vacancies within the Association and will be considered for any vacancy before any outside applicants.
 - 3. School Year Vacancies
 - a) All vacant positions/new positions – a written notice of such position shall be sent by the Administration to the spokesperson of the Secretarial Association.
 - b) The spokesperson shall forward the ‘posting’ to all members of the Association.
 - c) Upon notification by the spokesperson, Association members will have five (5) working days to apply in writing for said position.
 - 4. School Break (i.e. summer break) vacancies
 - a) All vacant positions/new positions – A registered letter will be mailed by the Administration to the spokesperson of the Secretarial Association.
 - b) A notice of the vacancy, or “posting” shall be mailed to each secretary in the Association.
 - c) Upon notification by mail, Association members will have seven (7) calendar days to apply in writing for said position.
 - 5. The Association member shall be offered the position only if it is determined that they are qualified to fulfill the responsibilities that the job requires and that they possess the ability to work well with the immediate supervisor(s).
 - 6. Should the Association member(s) not meet all of the criteria the position requires, the job may be offered to applicants outside the bargaining unit.
- G. An Association member who transfers to a different secretarial classification will be placed in his/her position at the first level at which he/she will receive a raise and will be given full credit for years worked.
- H. Any school employee who transfers into the Secretarial Association will be placed at the first level of the secretarial pay scale. He/she will not be given credit for years worked outside the Association.
- I. Promotions will be made on the basis of ability and qualifications in performing the present job plus evidence of ability to perform the new job, and will be effective the first day of the school fiscal year except in emergencies.
- J. Any new secretary employed shall be informed of his/her starting wage, and all benefits, plus provided with a copy of the Secretarial agreement. This is to be done by the employer (Director of Finance and Operations) on the date of employment.
- K. Long Term Sub – A temporary employee who has filled a vacant position/new position for a total of 60 calendar days shall be paid at level one of the position they are presently subbing if they continue to fill that position unless they are contracted through a third-party.

ARTICLE III COMPENSATION

- A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.

- B. All bargaining unit members will remain at the pay level as of June 30, 2013 with the singular exception of getting existing employees on the correct longevity scale.

- C. For the 2014-2015 and the 2015-2016 school years, member compensation shall be determined as follows:
 - 1. All employee groups shall share in expenditure reductions as follows:
 - a) Based upon the preliminary audited figures obtained in the fall of each school year, the District shall determine the amount of salary reduction necessary to maintain the audited fall 2013 fund balance. Salaries shall be reduced by the percentage amount, if any, which is necessary to maintain that fund balance for the 2013-2014 and 2014-2015 school years. Any such reduction shall be deducted from each individual's salary, spread equally over the pays for the school year.
 - b) Any type of salary reduction will be off-schedule
 - c) Any salary reduction shall not reduce a member's salary below the step one level.
 - d) In the event the parties do not have a successor CBA (Collective Bargaining Agreement) in place by July 1, 2016, the provisions of Paragraph 1 will remain in effect until such time as a successor CBA is negotiated.

- D. Members shall share in revenue increase as follows:
 - 1. If the District's local, state, and federal revenue based upon the first quarter amendment (Revenue) exceeds the prior year's expenditures, adjusted for known, non-discretionary increases or decreases in expenditures for the current year (Expenditures), plus 5% (fund equity as measured as a percentage of total expenditures), 50% of the amount by which revenue exceeds expenditures plus 5% will be distributed back to staff in an amount equal to the percentage of salary budgeted for each employee group (not including compensation for non-duty assignments); and 65% of the amount by which revenue exceeds expenditures by 8%. The amount returned to the Bargaining Unit shall be returned to the members on a pro-rated basis, off scale, inclusive of all employer costs to include FICA and retirement, and paid in February of any such school year.
 - 2. Non-discretionary expenditures shall be defined as obligations of the District, which it must pay to meet its contractual obligations and to operate the school district. Increases or additions to expenditures shall include, by way of example, but not limited to:
 - a) Increases or decreases in the state per pupil funding formula
 - b) Insurance premium increases
 - c) Retirement rate increases
 - d) Replacement of failing boiler
 - e) Utility rate increases
 - f) Contractual obligations

E. Salary Schedule

ALL STEP INCREASES ARE FROZEN FOR THE DURATION OF THIS CONTRACT								
	YEAR	1	2	3	4	5	6	7
SECRETARY 1	2014-2015	13.55	14.06	14.49	14.88	15.32	15.68	16.10
	2015-2016	13.55	14.06	14.49	14.88	15.32	15.68	16.10

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

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

Included in the classifications above: Secretary 1 – Building Principal Secretary

- G. Secretaries are paid an hourly rate due to the fact that they may not all be on an 8-hour day.
- H. Secretaries completing the seventh step will get the same negotiated raise as other secretaries received, based on her previous year’s hourly rate.
- I. Three (3) months of service is required to qualify for advancement on the experience scale, prior to July 1st. Change date occurs July 1st each year.
- J. If a secretary feels his/her duties warrant a review as to his/her classification, said secretary shall have the right to present such a request to the Superintendent or his/her designee.
- K. Any secretary that has an Associate’s Degree or higher in their field of work will receive a 2% pay increase in addition to the steps. The superintendent shall determine if the degree fits the area of their work.

**ARTICLE IV
HOURS OF WORK**

- A. A normal workday shall be 7 to 8 hours, and a normal workweek shall be 35 to 40 hours.
- B. In the event that it is necessary for a secretary to work past 8 hours per day or 40 hours per week, and upon the request of his/her supervisor, he/she shall be paid overtime or given compensation time at the rate of one and one-half times (1 ½). Compensation time may not be used more than two (2) consecutive days at a time and may not be used in conjunction with personal days unless approved by the Superintendent. In the event that a secretary has unused personal business days and compensation time at the end of the school year, these days may be combined and used once school has been dismissed for the summer. These days may only be taken at the end of the secretary’s schedule work year and will only be allowed if the secretary’s immediate supervisor approves. An employee who has accumulate up to 24 hours of comp time, from August 1 to December 31 of each calendar year may request to be paid out as of December 31 at one and half times the hourly rate or put into their sick bank. An employee who has accumulate up to 24 hours of comp time, from January 1 to May 1 may request to be paid out prior to the end of May 30 at one and one half times current hourly rate or put into their sick bank. Compensation time may not be used on days of parent/teacher conferences or open houses. Forty-eight (48) hours-notice must be given to the secretary’s supervisor when using compensation hours. All overtime pay and

compensation hours will be documented in writing through the payroll office by the secretary's supervisor. Flex-time agreements will be handled between the secretary and their supervisor.

C. Work Days

Building Secretary Assignment	Contracted Work Days per Calendar Year
Elementary School	221
Middle School	211
High School	221

- D. Secretaries will be provided no more than 30 minutes during the day for relief time. Secretaries will also be provided a 30 minute unpaid duty-free lunch. Main office secretaries will stagger their lunch periods. In the event they are able to take their lunch at the same time, (due to having a student assistant) at least one secretary must remain in the office.
- E. No secretary shall be required to report to school when school is not in session for children because of hazardous road conditions or inclement weather. During other emergency situations the secretary shall call his/her immediate supervisor to determine whether or not he/she shall report to work. The secretary will be paid for the first four (4) inclement weather days at his/her regular rate per school year. Employees hired after July 1, 2014 shall not be paid for any inclement weather days not worked.
- F. Secretaries choosing to work on inclement weather days should cooperate with their building principal to develop a work schedule on such days with implied flexibility to ensure safe travel to work. No employees will be allowed to use personal or sick time accruals on inclement weather days.

ARTICLE V LEAVE PAY

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

ARTICLE VI LEAVE OF ABSENCE

- A. Any secretary whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as it is necessary for completed recovery from such illness; the period of time not to exceed one (1) calendar year. Upon the secretary's return from said leave, the secretary shall be assigned to the same position, if available, or a substantially equivalent position. He/she shall remain in the same position on the salary scale as when leave began.

- B. Leave of absence with pay chargeable against the secretary's allowance:
 - 1. A maximum of five (5) days per school year to care for illness or injury in the immediate family.
 - 2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care. The administration may request the employee to present documentation.
 - 3. Time necessary for special medical and dental appointments when such appointments cannot be made at other times.
 - 4. A maximum of five (5) days per school year for a death in the immediate family.
 - 5. Any other emergency is to be approved by the Superintendent.
 - 6. Immediate family is defined as spouse, children, grandchildren, parent or equivalent, mothers-in-laws, fathers-in-law, brother, brothers-in-law, sister, sisters-in-law, grandparents of either spouse or any family member residing in the household. (ie: step-children)
 - 7. An employee may take one day per year to attend or participate in a funeral.

- C. The Board may grant a leave of absence for maternity or childcare without pay or fringe benefits (such benefits may be purchased by the secretary). Such leave must be requested in writing at least 30 days in advance of the date on which the leave is to begin. Such leave may be up to six (6) months. The secretary shall be returned to the same position she held when the leave began.

- D. Twelve weeks unpaid leave shall be available to each secretary for the care of family members as required by the family medical leave act. Available paid leave (sick and personal time) may be used first and apply toward the twelve week period.

- E. Education leave up to a year at a time with the approval of the Superintendent.

ARTICLE VII LAYOFFS

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

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

ARTICLE VIII INSURANCE

- A. The Board will secure and maintain in force and effect, without cost to the secretary, a policy of public liability insurance, covering all secretaries in the performance of their duties under which each secretary will be afforded such coverage in the amount of \$1,000,000 for any one incident.
- B. Whenever any claim is made or any civil action is commenced against any secretary for injuries to persons or property, and while acting within the scope of her authority, the Board will furnish the services of the school attorney to advise the secretary as to the claim and to appear for and represent the secretary in the action, and the Board may compromise, settle and pay such claim before and after the commencement of any civil action.
- C. The Board shall provide major medical, dental and vision insurance to all secretaries and their eligible dependents. The secretaries not selecting major medical or its equivalent can select Plan B.
- D. The district will provide a single major medical insurance plan according to the Board's annual election of paying up to the determined hard cap or 80% of total plan cost.
- E. In 2014-2015 the Board will pay up to the hard cap or 80% of existing single medical insurance premium plus 100% of single medical insurance premium increase up to the amount of the medical CPI rate (2.9% for 2014-2015). Employees will pay 100% of remainder of any medical insurance premium increase.
- F. The cost share arrangement, based on the 2015 medical CPI, will continue in the 2015-2016 year unless either party indicates to the other in writing their wish to reopen on medical insurance premium cost share only by March 1, 2015.
- G. Any contribution paid by the employee shall be paid through pre-tax contribution to the premium payment under the means of compensation reduction agreements (Section 125 Plan).
- H. Coverage shall be for a full twelve (12) month period (September 1 – August 31).

Plan A – For employees needing health insurance

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

Plan B – For employees not needing major medical

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

**ARTICLE IX
HOLIDAYS AND VACATIONS**

A. Secretaries shall be paid for the holidays listed below:

Secretaries Employed Prior to July 1, 2014	Secretaries Hired After July 1, 2014
Friday preceding Labor Day (if school is not in session)	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Christmas Day
Friday following Thanksgiving Day	New Year's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year's Eve	
New Year's Day	
Washington's Birthday/President's Day (Friday preceding if school is not in session)	
Good Friday	
Memorial Day	

**ARTICLE X
NEGOTIATION PROCEDURES**

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

**ARTICLE XI
GRIEVANCE PROCEDURES**

- A. Same as teachers – no binding arbitration.

**ARTICLE XII
PERFORMANCE REVIEW**

A. Performance evaluations will be conducted annually by the secretary's administrator. The overall evaluation will be based on the secretary's total activities. The secretary will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

**ARTICLE XIII
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016.

This agreement shall terminate on June 30, 2016 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS 10th DAY OF JUNE 2014

<p align="center">MONTROSE COMMUNITY SCHOOLS EDUCATIONAL SECRETARIAL ASSOCIATION</p>	<p align="center">MONTROSE COMMUNITY SCHOOLS BOARD OF EDUCATION</p>
<p><i>Sandra L. Jolley</i></p>	<p><i>Coetta M. Adams 6/10/14</i></p>
<p><i>Susan M. Luger 6-6-14</i></p>	<p><i>M. Fikes</i></p>
<p><i>Wiski Poduelka</i></p>	<p><i>Kurt Fleming</i></p>
	<p><i>[Signature]</i></p>
	<p><i>[Signature]</i></p>
	<p><i>[Signature]</i></p>
	<p><i>[Signature]</i></p>

APPENDIX A – SECRETARIAL EVALUATION FORM

**Montrose Community Schools
Secretarial Evaluation Form**

Secretary's Name:

School Year:

School/Position Assignment:

Immediate Supervisor:

Part 1

Directions: Check the box next to the job performance category that best reflects your judgment of the secretary's job performance in that area.

- 1. Ineffective
- 2. Minimally Effective
- 3. Effective
- 4. Highly Effective
- N/A (not applicable)

Work Habits	1	2	3	4	N/A
Planning and Organization: The ability to plan ahead, manage time, accomplish tasks efficiently, and maintain accurate records system.					
Flexibility and Ability to Prioritize: The ability to adjust to changing conditions, procedures, job interruptions, and deadlines.					
Time Management: Ability to accomplish tasks in a timely manner.					
Problem Solving: The ability to tackle problems independently when appropriate and to find constructive solutions.					
Commitment and Teamwork: The level of initiative/enthusiasm for work, and professional ethics.					
Knowledge and Proficiency	1	2	3	4	N/A
Office Procedures: Performing and understanding of daily office procedures.					
Quality of Work: The level of thoroughness, accuracy, and neatness of work that is produced.					
Finance and Budgeting: Knowledge and understanding of accounting procedures					
Technology: The ability and comfort level with technology resources					
Parents and Public	1	2	3	4	N/A
Communication Skills: The ability to exchange information accurately and effectively both in verbal and written form.					
Professionalism: The degree of cooperation and consideration displayed when working with supervisor, peers, co-workers, and the public. The ability to interact effectively and harmoniously with supervisor, peers, co-workers, and the public.					
Confidentiality: The ability to maintain confidentiality in matters related to students, their families, and staff, as well as matters concerning school business.					

**Montrose Community Schools
Secretarial Evaluation Form**

Students	1	2	3	4	N/A
Communication Skills: The ability to exchange information accurately and effectively both in verbal and written form.					
Professionalism: The degree of cooperation and consideration displayed when working with supervisor, peers, co-workers, and the public. The ability to interact effectively and harmoniously with supervisor, peers, co-workers, and the public.					
Confidentiality: The ability to maintain confidentiality in matters related to students, their families, and staff, as well as matters concerning school business.					
Student Needs: The ability to establish and maintain positive relationships and rapport with students.					
Staff	1	2	3	4	N/A
Communication Skills: The ability to exchange information accurately and effectively both in verbal and written form.					
Professionalism: The degree of cooperation and consideration displayed when working with supervisor, peers, co-workers, and the public. The ability to interact effectively and harmoniously with supervisor, peers, co-workers, and the public.					
Confidentiality: The ability to maintain confidentiality in matters related to students, their families, and staff, as well as matters concerning school business.					
Teamwork: The ability to delegate and redirect.					

Part 2

Directions: The evaluator should take note in the spaces provided below of any areas of job performance that should be recognized for particular commendation, potential areas for growth, and areas where improvements are needed. If areas of improvement are noted, the evaluator should be as specific as possible about the nature of the concern and the changes needed in order to demonstrate the desired improvement in performance.

Areas of Commendation:

Areas of Growth:

Areas of Improvement:

Based upon this evaluation, the employee's performance is rated as:

	Ineffective		Effective
	Minimally Effective		Highly Effective

Evaluator's Signature: _____ Date: _____

Secretary's Signature: _____ Date: _____