

**2015-2016  
NORTHWEST EDUCATIONAL SECRETARIES ASSOCIATION  
AGREEMENT**

**PREAMBLE**

This Agreement entered into this 1st day of July 2015, between the Northwest School District of Jackson County, Michigan hereinafter called the "Board," and the Northwest Secretaries Association, hereinafter called the "Association."

**ARTICLE 1  
RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all school secretaries regularly employed for at least twenty hours per week as follows: Elementary School Secretaries, Middle School Secretaries, High School Secretaries, Guidance Secretaries, Athletic Director Secretary and Alternative High School Secretary.

**ARTICLE 2  
ASSIGNMENT, VACANCY AND TRANSFERS**

- A. All new employees will pass skill test as determined by the Board prior to assignment. Test Score sheets will be kept in the employee's personnel file.
- B. All employees shall possess the skills and qualifications necessary for a specific position as defined in the position posting and/or job description. At the discretion of the Board, employees may be required to demonstrate that skills are current or, if transferring to a different position, demonstrate skills needed in the new position.
- C. All employee job descriptions within the bargaining unit will be kept current and reviewed with each individual secretary, a representative of the Association and Building Principal. The building principal, administrator, or designee, on an annual basis, will review all employees within the bargaining unit.
- D. Newly created or vacant secretarial positions, due to resignations, retirement or leave of absence shall be posted throughout the school district as such positions are declared open by the Board. All positions will be posted for five (5) administrative workdays. A substitute secretary working consecutively for one (1) year in same position, for the same person will be covered by benefits and be recognized by this unit. A vacancy for means of clarification is a newly created position or a position declared vacant due to resignation, retirement, or leave of absence over one (1) year duration.
- E. Secretaries desiring to be considered for an announced vacancy must make written application to the Personnel Office during the posting period.

- F. The Board may fill an open position within the unit as established in Article I with an applicant from either within or outside the unit with the applicant the Board deems most qualified for the position. If an outside candidate and an internal candidate are equally qualified, the position will be awarded to the internal candidate with the most bargaining unit seniority.
- G. The Association shall be notified of the individual appointed to a vacancy. Similar written notification shall be given to employees who applied and were not selected.
- H. Positions may be staffed on a temporary basis during the posting period.
- I. Any secretary who provides the personnel department with three (3) self-addressed envelopes will be notified of any new vacancies that become available during the summer months.
- J. Any secretary may discuss the desire to transfer to another position with the Superintendent. However, transfer will normally be considered in response to a written response to a posting.
- K. Transfers normally shall be on a voluntary basis, however, the Board and Association agree there may be a need for an involuntary transfer. If such is deemed necessary, the Superintendent shall discuss the proposed transfer with the employee involved. The employee shall be given ten (10) administrative work days notice of any involuntary transfer.
- L. The Association will be notified of any vacancies that occur during the summer months.
- M. New hire secretaries can be given credit on the salary schedule for up to three years of previous work experience.

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| <p><b>ARTICLE 3</b><br/><b><u>EXCLUDED POSITIONS</u></b></p> |
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- A. The Board shall have the sole responsibility of transferring employees to positions outside the bargaining unit as defined in the Recognition Article of the Agreement. The selection and transfer to excluded levels shall not be subject to the provisions of this agreement; providing however, that all factors being equal, the Board will give consideration to secretaries within the Association in transfers to excluded positions.
- B. Any secretary that transfers to an excluded position out of the bargaining unit will retain his/her total system service record for purposes of establishing salary, vacations, and leave of absence rights.
- C. Individuals transferred from the unit to an excluded position and later returns to a unit position shall retain their total length of service rights.

**ARTICLE 4**  
**DISCIPLINE AND DISCHARGE**

- A. In the event that a citizen/or staff member should raise a complaint concerning a secretary, the citizen/or staff member should be encouraged to discuss the matter with the affected Administrator/Principal.

Should the complaint remain unresolved after above, the citizen/or staff should be encouraged to discuss the matter with the superintendent.

The Superintendent or his/her designee shall investigate the complaint. No disciplinary action will be taken until the affected Secretary has been given the opportunity to provide the necessary background information either orally or by confidential memorandum. The Secretary shall have an opportunity to respond in writing to such complaints and said response shall become part of the personnel file.

- B. Secretaries receiving unsatisfactory performance reviews will receive an Individualized Development Plan prior to the commencement of the contractual year. Review of the status of performance will be monitored throughout the year with a calumniating evaluation conducted prior to June 15 (need to pick a true date) of the contractual year.

The Board may terminate the individual employment of a bargaining unit member by giving Notice that the bargaining unit member's individual contract will not be renewed with Michigan Complied Law (380.1229).

- C. The Board and the Association agree that Secretaries shall not be disciplined or reprimanded for the violation of policies and secretary procedures that have not been reasonably communicated to them. The Board shall inform Secretaries in writing of Board Policies and Secretary Procedures.
- D. As professionals, they agree that any disputes will be settled in conference or through the grievance procedure and that they will not engage in any form of work stoppage or slow-down unless said secretary has doctor's orders not to return to work.
- E. Discipline is defined as a reprimand, suspension, demotion or discharge. The Board, the Superintendent, or their designee shall notify the Secretary in writing when disciplinary actions are to be taken. Said notice shall contain a statement of the reason for actions taken.

A Secretary shall be entitled to Association representation at his/her request when being disciplined. When a request for Association representation is made, no action will be taken with respect to the Secretary until association representation is present. When necessary, the Secretary Representative will be granted release time for the above purpose.

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| <b>ARTICLE 5</b><br><b><u>GRIEVANCE PROCEDURES</u></b> |
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A. Grievance Defined

A grievance is a written claim by an employee(s) or the Association that there has been an alleged violation of any provision of this Agreement.

B. Procedure

1. Informal Conference. The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) calendar days of the alleged occurrence with the intent of resolving same. If the complaint involves an individual employee(s), an Association representative may be present if requested by either party.
2. Written Grievance. If the problem is not resolved in the informal conference, it shall be reduced to writing and presented to the immediate supervisor within ten (10) calendar days after the response anticipated in B.1. to the grievance.  
All written grievances shall include:
  - (a) Who is affected;
  - (b) What happened;
  - (c) When it happened;
  - (d) Where it happened;
  - (e) What section(s) of the contract have allegedly been violated;
  - (f) What adjustment is requested;
  - (g) The signature of the grievant and/or appropriate Association official;

Step 1

The written grievance may be presented to and discussed with the immediate supervisor by the employee and/or no more than two (2) Association representatives. Within ten (10) calendar days after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Association.

Step 2

If the Step 1 decision is not satisfactory, the Association may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be made within ten (10) calendar days from receipt of the supervisor's decision. The appeal shall include a copy of the written grievance accompanied by copies of previous decisions. Within ten (10) calendar days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance and shall communicate a decision in writing to the Association. As part of the investigation, the Superintendent or his/her designee may give an opportunity for the grievant and the Association representative to be heard.

Step 3

If the Step 2 decision is not satisfactory, the grievance shall be presented to the Board of Education within ten (10) calendar days of receipt of the Step 2 decision. Within fifteen (15) calendar days of receipt of the grievance, the Board of Education shall convene a hearing with the grievant(s) and the Association Representative(s). The Board of Education shall render a written decision to the grievant(s) and the Association within five (5) calendar days after the hearing.

C. General

1. "Calendar day" as used in the grievance procedure shall mean calendar day.
2. Time limits may be extended in any specific instance by mutual agreement in writing.
3. A grievance may be withdrawn at any level without establishing a precedent.
4. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
5. A grievant(s) failing to meet the time limits, as set forth herein shall forfeit the right to further process said grievance and therefore the Board's last answer shall constitute the final disposition of said grievance.
6. Nothing contained herein shall be construed to prevent any individual employee 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 Agreement provided that the Association has been given the opportunity to be present at such adjustment as provided by law.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. Either party may involve their representative at any and all stages of the grievance proceedings.
9. Hearings and meetings at all grievance levels will be established by mutual agreement between Board and the Association and in no case will result in loss of pay.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

- A. New employees hired into the bargaining unit shall undergo a probationary period of ninety (90) calendar days.
- B. Probationary employees shall be represented by the Association for all purposes under this agreement during the probationary period except that the termination of such probationary secretary shall not be subject to the terms of this Agreement.

**ARTICLE 7**  
**WORKING CONDITIONS**

- A. The regular workday shall consist of eight (8) hours per day.
- B. Each secretary will be entitled to a thirty (30) minute unpaid lunch period exclusive of the eight (8) hour day.
- C. All employees employed for eight (8) hours may take a ten (10) minute break in the A.M. and a ten (10) minute break in the P.M.
- D. Secretaries employed fewer than six (6) hours per day will be entitled to one ten (10) minute break.

- E. Time and one half will be paid for actual time worked over forty (40) hours per week. Double time will be paid for actual time worked on a Sunday. No secretary should be expected to work over 40 hours per week on a regular basis.
- F. Secretaries will report two (2) weeks before first day of teacher orientation and will work two (2) weeks after the school year ends (last day of school for teachers). Arrangements for additional time can be arranged between the administrator and secretary only with approval from Central Office. Approved additional time will be compensated with straight time pay.
- G. When there are consistent weekly reductions of hours (not being charged to available leave time or taking time off without pay) the secretary needs to be changed from contract to hourly. We would hold to contract until the involved staff requires a second reduction in the 8-hour per day contract. If a contract needs to be adjusted a third time, the employee would be switched to an hourly compensation.
- H. Yearly work schedules will be posted for all secretaries October 1 of each school year. Advance notice will be given to secretaries if work schedules have to be altered during the school year.
- I. If a part time position consistently requires more hours than was in the original job description, it will be re-evaluated within 30 days after probationary period.
- J. Each secretary must be given the option of receiving district-paid Hepatitis-B vaccines.
- K. When teachers and students have half-days, each building will have one secretary work one hour beyond determined half-day or 5 hours, whichever is greater. You will be paid only for 8 hours (regular pay).
- L. Substitute secretaries pay will increase from \$8.00 per hour to \$10.00 per hour.

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| <p><b>ARTICLE 8</b><br/> <b><u>HOLIDAYS AND INCENTIVE PAY</u></b></p> |
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- A. Employees shall receive full pay for the following holidays if they work the scheduled workday before and the scheduled workday after the holiday or are on approved paid leave.
  - Friday before Labor Day
  - Labor Day
  - Full Day's Pay for Half Day worked for Day before Thanksgiving- (if school not in full day session)
  - Thanksgiving
  - Day after Thanksgiving (if school is not in session)
  - Full Day's Pay for Half Day worked for Day before Winter Break- (if school not in full day session)
  - Christmas Eve Day
  - Christmas Day
  - New Year's Eve Day
  - New Year's Day
  - Martin Luther King Day

- President's Day
  - Full Day's Pay for Half Day worked for Day before Spring Break- (if school not in full day session)
  - Good Friday -(if school is not in session)
  - Memorial Day
- B. Should any days designated in Section A of the article be determined to be school days, then additional days when school is not in session shall be mutually agreed to and granted.
- C. Secretaries normally working less than eight (8) hours will have their holiday prorated (i.e. if a secretary normally works a 5.5 hour day, the holiday will be paid at 5.5 hours).
- D. If any of the above holidays fall on Sunday the following Monday shall be considered a holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be considered the holiday.
- E. A secretary who has perfect attendance for a school year will be paid an incentive bonus of \$200.00. A secretary who has one day's absence from school for a school year will be paid an incentive bonus of \$160.00. For purposes of this clause, absence for school business, association business, jury duty, and bereavement for immediate family shall not be counted. Use of personal business days will be counted.

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| <p><b>ARTICLE 9</b><br/> <b>LEAVES OF ABSENCE WITH PAY</b></p> |
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- A. Sick Leave  
 All secretaries covered by this agreement will accumulate one (1) sick leave day per month not to exceed ten (10) days per year. Sick leave days not taken in any one year will be cumulative but in no case shall the number of days accumulated be more than one hundred and thirty-five (135). Secretaries normally working less than eight (8) hours will have their sick leave prorated (i.e. if a secretary normally works a 5.5 hour day, the sick leave will be paid at 5.5 hours).
- B. The secretary may use all or any portion of earned sick leave for reasons of personal illness or physical disability. The Board may require an examination at Board expense and/or a doctor's certificate for any employee returning from paid sick leave absence lasting more than five (5) workdays.
- C. In addition to personal illness or injury, sick leave days may be utilized for the following:
- a. Fire, accident
  - b. Marriage or graduation of a member of the immediate family and of the employee himself/herself.
  - c. Required court appearance
  - d. Immediate member of family leaving for service
  - e. One (1) day per emergency illness or injury in the family which required an employee to arrange for necessary medical and nursing care.
  - f. The day of surgery for member of immediate family

- g. Dental and doctor appointments
- h. Any other reason approved in advance by the Superintendent/Assistant Superintendent.
- i. A maximum of ten (10) sick days per year may be used for a serious illness in the immediate family.
- j. A maximum of three (3) sick days per year may be used for the birth of a grandchild.

IMMEDIATE FAMILY DEFINED AS: Mother, father, brother, sister, husband, wife, son or daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, niece, nephew.

- D. In the case of retirement under the Michigan School Employees Retirement Act or retirement due to existence of mandatory retirement legislation or in the event of the death of the employee, a terminal leave payment will be made to the employee or to the estate. Such payment will be made for all accumulated sick leave days at the rate of \$35.00 per day for all employees who worked thirty-five or more hours per week or \$20.00 per day for employees who worked less than 34 hours per week. However, in no instance shall the total payment to one individual under this provision exceed \$3,000.00.

E. Personal Leave

Each secretary will be allowed three (3) personal leave days per year to take care of personal business which cannot be transacted except during regular working day. Unused personal leave days shall accumulate as sick leave. Each employee must be responsible putting their own absence in AESOP and the reason for the leave. Secretaries normally working less than eight (8) hours will have their personal leave prorated (i.e. if a secretary normally works a 5.5 hour day, the personal leave will be paid at 5.5 hours). These days may not be used the day before or the day after any holiday or vacation period unless Superintendent grants an exception.

F. Funeral Leave

A secretary shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as husband, wife, father, mother, brother, sister, children, grandchildren, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, niece, nephew. If additional time is needed it may be granted and deducted from sick leave. All secretaries will be allowed one (1) working day per year without loss of pay as a funeral leave day, not to be deducted from sick leave, for the death of a friend or relative other than immediate family.

G. Jury Duty

Any secretary called for jury duty during regular working hours will be paid the difference between his/her pay for jury duty and his/her regular pay. This would not include court reimbursed mileage. To be eligible for jury duty pay differential the secretary must furnish the Board with a written statement from the appropriate public official listing the days he/she received pay for jury duty. The procedure explained in this paragraph shall apply to all secretaries subpoenaed to appear in court as a witness.



H. Absence due to injury or illness incurred in the course of secretary's employment by the district shall not be charged against the leave days except for that portion of his/her salary not covered by Workers' Compensation.

I. Terminal Leave/Retirement

In case of death or severance, a \$100.00 terminal-leave payment for each year of service to the Northwest Community Schools will be paid to the Secretary or their estate. In case of retirement under the Michigan Retirement Act, a payment of \$100.00 for each year of service to the Northwest Community Schools will be made to the Secretary. In case of layoff, this payment may be paid to the Secretary upon his/her request but must be repaid if the Secretary is re-employed by the district as a condition of re-employment.

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| <b>ARTICLE 10 -<br/>LEAVES OF ABSENCE UNPAID</b> |
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A. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

B. Unpaid leaves of absence not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request to the Superintendent or his designees.

C. Leaves of absence without pay or benefits may be granted as specified below. Except as required by the Family and Medical Leave Act or except as otherwise stated below, no benefits will accrue to a secretary during an unpaid leave of absence.

1. Infant Child Care Leave: Infant childcare leave will be granted in accordance with Section A. of this article.
2. A health leave without pay or benefits may be granted for prolonged illness of a spouse or children or of the employee in addition to leaves required by the Family and Medical Leave Act (Section A. of this Article).
3. Leaves of absence without pay or benefits may be granted at the sole discretion of the Board upon written request.

D. Return from Leave of Absence:

1. Employees on leave for health reasons must return, resign, or request a special extension for a maximum of one (1) additional year.
2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
3. An employee returning from an approved leave of absence of one (1) year or less shall be reinstated to the position and classification he/she held when the leave began. An employee returning from a leave of absence of more than one

- (1) year shall be returned to a position in the same classification he/she was in when the leave began, based on departmental seniority.
4. An employee returning from a leave of absence of less than and including ninety (90) calendar days shall be required to notify the Board in writing of his/her intent to return at least five (5) working days prior to the date of his/her return.
  5. Employees wishing to return from a leave of absence of more than ninety (90) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the district.

**ARTICLE 11**  
**RESIGNATION**

- A. All secretarial employees shall give a two (2) week written notice of resignation to the immediate administrator.

**ARTICLE 12**  
**NEW POSITION**

When new positions are created that do not clearly fall within the definition of persons represented by the Association, the Association and the Board shall make a joint determination of inclusion or exclusion.

**ARTICLE 13**  
**SPECIAL CONFERENCES**

Two Board representatives and two Association representatives may meet from time to time at the request of the party to discuss matters relating to this Agreement or other subjects of mutual concern.

**ARTICLE 14**  
**SENIORITY**

- A. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
- B. Seniority shall terminate if:
- (1) The employee resigns or retires.
  - (2) The employee is discharged and discharge is not reversed.
  - (3) The employee fails to return to work following recall.
  - (4) If employee overstays a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted before lapse of the leave of absence.

- (5) Involuntary layoff **for twenty-four (24) months** or the number of months of prior work services in the district whichever is shorter.
- C. A master system seniority list will be compiled and given to the president of the association by May 15 of each school year.
- D. Seniority for substitute secretary. A person who provides uninterrupted service in the same bargaining unit position for one (1) year shall, on the first day after the first anniversary, gain all rights of a bargaining unit member appropriate for the position in which he/she substituted. Bargaining unit seniority shall be established as the first date upon which the uninterrupted service began.

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| <p><b>ARTICLE 15</b><br/><b><u>REDUCTION IN PERSONNEL</u></b></p> |
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- A. In the event it becomes necessary to reduce the secretarial force for any reason such reduction will be in accordance with seniority. However, employees retained must have the ability to perform the work available or be given adequate time, sixty (60) days for training in order to possess the necessary skills required for the job and be qualified to perform the same. The Superintendent/Assistant Superintendent shall make final decision regarding performance after consultation with the building principal.
- B. In the event it becomes necessary to reduce the number of employees such reductions shall occur by specific position(s). Notice of layoffs shall be made in writing, at least fifteen (15) working days prior to the layoff.
- C. Procedure
  - 1. An employee forced to change jobs as a result of a reduction in the work force may exercise seniority and may displace the least senior person in their classification, subject to the qualifications as set forth in paragraph A.
  - 2. When seniority is to be exercised as a result of reduction in the work force, the employee must give notice of intent to exercise seniority within three (3) working days of the notice of layoff by submitting in writing their intent to the personnel office. If the employee(s) fails to give such notice, they will forfeit their rights to exercise seniority in the above manner and must take the layoff.
  - 3. Positions shall be filled by the described manner within the fifteen (15) day period.
  - 4. Any senior employee(s) not affected by reduction in personnel may apply in writing during the fifteen (15) day notification time to accept the layoff status of the least senior employee. If more than one senior employee applies for volunteer layoff the employee(s) first submitting a request in writing will be considered.
  - 5. If a laid off secretary fills a temporary assignment, the employee shall receive his/her regular pay from the first day of the assignment as per support staff contract.
- D. Recall
  - 1. Employees shall be recalled in order of seniority with the most senior employee being recalled first subject to the employee having the ability to perform the work available and possessing the necessary skill required for the job and be

qualified to perform the same which means that with minimum instruction the work can be performed without unduly impairing the efficiency of the operation.

- (a) The employee shall be recalled by telephone.
- (b) A registered letter to the last known address will follow with a copy to the president of the association.
- (c) The affected employee shall have five (5) workdays to give notice of intent to return.
- (d) Failure to give proper notice of intent to return or not to return within the prescribed time periods above will result in a loss of seniority and shall be deemed a voluntary resignation.
- (e) A person on voluntary layoff or layoff must accept the first opening that occurs within the bargaining unit in accordance with D. 1., above. Failure to do so will be considered a voluntary resignation.
- (f) In the event of layoff, employees on leave shall be notified so that they can exercise seniority.
- (g) When a position is eliminated and then restored within twelve (12) months the employee transferred out of the position, if still actively employed, will be offered the position before it is offered to a person on layoff.
- (h) Positions not filled by members actively employed will first be offered to the Association member on layoff status subject to B. 5., and D. 1., of this article before persons outside the Association are allowed to apply.
- (i) Association member must reply in writing within three (3) days of receiving notice of opening as outlined in G. and H. above.

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| <b>ARTICLE 16</b><br><b><u>INSURANCE</u></b> |
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- A. Bargaining unit members assigned to work thirty-five (35) or more hours per week during the instructional year shall be eligible for Board paid benefits described below, subject only to the restrictions imposed by the carrier: See Appendix B Attachment. Part-time secretaries working less than thirty-five (35) hours per week will be eligible for \$75.00 per month to use toward the purchase of district health, dental, vision, life or LTD insurance. Part-time secretaries working less than thirty-five (35) hours per week and eligible for \$75.00 per month may choose to take the \$75.00 as “cash-in-lieu” if not enrolling to participate in district insurances.

Insurance information has been decided and will appear in Addendum “B” to this contract.

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| <b>ARTICLE 17</b><br><b><u>EMERGENCY CONDITIONS</u></b> |
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- A. When school is declared not in session due to inclement weather, severe storms, fires epidemics, mechanical breakdown or health conditions, secretaries shall not report to work. Secretaries will be required to report to work and will be paid straight time on days re-scheduled to insure 181 days of pupil instruction. (full pay for Acts of God days that are not made up)
- B. If an individual school is closed due to mechanical malfunction, secretaries will be instructed by their building principal as to whether:

1. They should report to work at closed school.
2. They should remain at school or return home.

If days do not have to be re-scheduled to insure 181 days of pupil instruction, and the principal does not ask the secretary to report to work, the secretary will be paid her regular daily salary for that day.

Secretaries that elect not to report for duty will not be paid for the hours that the school is closed due to mechanical malfunction.

- C. In the event of conditions listed in Section A. and B. above, if the building principal wants them to report to work, secretaries will be notified by 8:00 A.M. Secretaries asked to report to work or asked to remain after school has been closed, will be paid at the rate of time and one-half for actual hours worked.
- D. In the event of school delay, secretaries are required to report to work within 120 minutes of regular scheduled start time, shall be paid for full day. Secretary arriving later than regular start time will be paid for actual hours worked.

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| <b>ARTICLE 18</b><br><b><u>RIGHTS OF THE BOARD OF EDUCATION</u></b> |
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The Board of Education hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the constitution of the State of Michigan. The exercise of such shall be limited only by the express terms of the Agreement and then only to the extent that these terms are in conformance with the constitution and laws of the State of Michigan and the United States.

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| <b>ARTICLE 19</b><br><b><u>MISCELLANEOUS PROVISIONS</u></b> |
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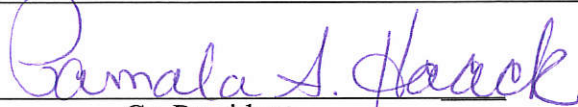
- A. This Agreement shall represent the full understanding arrived at by the two parties and shall supersede any rules, regulations or policies of the Board which are contrary to or inconsistent with its provisions.
- B. Should any of the provisions of this Document be found to be contrary to law they shall not be deemed to be valid and shall be ignored in so far as is necessary in order to comply with law. This shall in no way invalidate any of the other contractual provisions.
- C. Tuition for a maximum six (6) semester hours of board approved and job related the district would pay study for twelve (12) month period (September 1 - August 31) for a secretary. Payment will be made upon completion of each course with a grade of 2.5 or better at a board approved college, university, junior college, or training facility.
- D. Association secretaries will have the option of receiving their pay on a 26 biweekly basis. Secretary will be paid on an hourly pay when they have repeated reduction of hours, therefore, they will be switched from contract to hourly status.

**ARTICLE 20**  
**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect for financial, insurance, and benefits until June 30, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2015.

NORTHWEST SECRETARIES ASSOCIATION



Co-President

NORTHWEST SECRETARIES ASSOCIATION



Co-President

Northwest School District



Superintendent

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| <b>APPENDIX A - 1<br/>SECRETARIAL SALARY SCHEDULE</b> |
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**2015-2016 (One Step if eligible or 1.5% Increase on Step 6. \$1.00 per hour increase on all steps)**

| <b><u>Step 1</u></b> | <b><u>Step 2</u></b> | <b><u>Step 3</u></b> | <b><u>Step 4</u></b> | <b><u>Step 5</u></b> | <b><u>Step 6</u></b> |
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| 14.58                | 15.25                | 15.71                | 16.30                | 16.92                | 17.74                |

**Longevity: 2014-2015**

All members of secretarial unit completing five (5) years of service as a school district employee by December 31 of current school year and working at least twenty (20) hours per week will receive a \$ 1,000.00 longevity stipend in December.

**APPENDIX B**  
**INSURANCE PROTECTION**

The school district will provide the following insurance.

**A. Employees Electing Health Insurance-**

1. **Health Insurance** – The District will continue to provide the employee:
    - a) Single, 2 person, or Full Family whichever is applicable to the Employee.
    - b) The District will fund the applicable Health Insurance and H.S.A. (Health Savings Account) deductible up to the amount allowed by the state hard cap law.
    - c) Employee may pay into their HSA through payroll deduction up to the maximum amount allowed by IRS law.
  3. **Dental Insurance** - The District will provide a Dental coverage plan, through a mutually agreed upon carrier, which provides eighty (80%) percent payment on Preventative/Basic/Major benefits with a \$1,000 annual maximum and seventy-five (80%) percent payment on Ortho benefits with \$900 lifetime maximum.
  4. **Long Term Disability** - The District will also provide long-term disability insurance for Employee through a mutually agreed upon carrier. Under this plan, payment shall begin after ninety (90) calendar days or the expiration of the Employee's sick leave whichever is greater. The payment shall be a 66 2/3% disability insurance, up to a maximum of \$ 3,500 per month payable during disability to age 65. Upon expiration of the Employee's sick leave, the Board agrees to provide the Employee's health insurance coverage for a period of two (2) calendar years if the Employee is disabled.
  5. **Term Life Insurance** - The School District will provide at least \$35,000 worth of term life insurance for the Employee, through a mutually agreed upon carrier, during the life of this Agreement.
  6. **Vision Insurance** - The school district will provide VSP 2 Silver vision insurance for single, two (2) person or full family coverage with a mutually agreed upon carrier
- B. **Employees Not Electing Health Insurance** - Employee may elect cash payments in lieu of the hospitalization offered above. The monthly cash in lieu amount is \$550.00 (Employees working less than 35 hours per week, the monthly cash in lieu amount is \$75.00). Part-time secretaries working less than thirty-five (35) hours per week will be eligible for \$75.00 per month to use toward the purchase of district health, dental, vision, life or LTD insurance. Part-time secretaries working less than thirty-five (35) hours per week and eligible for \$75.00 per month may choose to take the \$75.00 as "cash-in-lieu" if not enrolling to participate in district insurances.

If an employee elects not to participate in Health Insurance the following are the benefit levels:

1. **Dental Insurance** - The District will provide a Dental coverage plan, through a mutually agreed upon carrier, which provides eighty (80%) percent payment on



Preventative/Basic/Major benefits with a \$1,000 annual maximum and seventy-five (80%) percent payment on Ortho benefits with \$1,000 lifetime maximum.

2. **Long Term Disability** - The District will also provide long-term disability insurance for Employee through a mutually agreed upon carrier. Under this plan, payment shall begin after ninety (90) calendar days or the expiration of the Employee's sick leave whichever is greater. The payment shall be a 66 2/3% disability insurance, up to a maximum of \$ 3,500 per month payable during disability to age 65. Upon expiration of the Employee's sick leave, the Board agrees to provide the Employee's health insurance coverage for a period of two (2) calendar years if the Employee is disabled.
3. **Term Life Insurance** - The School District will provide at least \$40,000 worth of term life insurance for the Employee, through a mutually agreed upon carrier, during the life of this Agreement.
4. **Vision Insurance** - The school district will provide VSP 3 Gold vision insurance for single, two (2) person or full family coverage with a mutually agreed upon carrier

Insurance coverage will be for twelve (12) months or until the commencement of the following school year whichever comes first. However, should the Employee resign or retire from the School District prior to the end of the contract year, the insurance benefits shall terminate on the effective date of the Employee resignation or retirement.

