

AGREEMENT BETWEEN
THE NEW HAVEN COMMUNITY SCHOOLS
AND
THE NEW HAVEN SCHOOL SECRETARIES ASSOCIATION/MICHIGAN EDUCATION
ASSOCIATION

2019-20
2020-21
2021-22

Preamble

This agreement entered into this 23rd day of September between the Board of Education of the New Haven Community Schools; New Haven, Michigan hereinafter referred to as the “Board” and the New Haven School Secretaries Association/Michigan Education Association hereinafter referred to as the “Association”

ARTICLE 1, RECOGNITION:

The board hereby recognizes the Association as the exclusive bargaining representative, for all, full and part time Secretaries and Office Clerks, excluding substitutes.

ARTICLE 2, RIGHTS OF PARTIES:

- A. The Board and the Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender.

ARTICLE 3, BOARD RIGHTS:

The Board, on behalf of itself and the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4, ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Board agrees to furnish the Association in response to reasonable requests to the Superintendent such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the employees.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of employees. The Association will be allowed the use of established communication facilities including but not limited to email and telephone.
- C. Off-street parking facilities shall be provided all employees.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any employee organization.
- E. Any bargaining unit member will neither evaluate nor discipline other bargaining unit members.
- F. Except when immediate action is necessary for the health, safety, and welfare of the students, the employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged employee-administrative meeting where just cause for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated. The meeting will be conducted at a location where privacy is assured. At all times, the employee will be entitled to have a representative of the Association present at such a meeting. When the request for such representation is made, no action shall be taken with respect to the employee until such representative is present. An employee shall at all times be entitled to have present a representative of the Association at a meeting when an administrative act results in a reduction in rank, compensation or deprivation of any professional advantages.

- G. An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars (\$200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.
- H. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.
 - *Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.
- I. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board in their building. The Association will be allowed the use of the inter-district mail service for communication to its membership.
- J. The District will provide ten (10) paper copies of the contract to the Association. In addition, the contract will be provided in electronic form to the Association leadership and members.
- K. Thirty (30) days following the proofing/ratification of the tentative agreement package by both the Board and the Association, the printed contract shall be provided for Association members.

ARTICLE 5, PAID HOLIDAYS

- A. **Holiday Pay:** Provided the School Secretary or Office Clerk was present and worked on the scheduled work day before and after a holiday, he/she shall be eligible to receive holiday pay. Exceptions to this include only those absences that have the prior approval of the Building Principal and the Superintendent that have approval received in central office and documented emergencies or illnesses:

HOLIDAYS

- Labor Day (if the day before and after are worked)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day

*Payment: The employee will receive payment for normal hours worked per day at their regular rate of pay

ARTICLE 6, COMPENSABLE LEAVE

A. **Sick Leave** – All sick leave will be paid based on the employees normal hours worked per day and their regular rate of pay

1. **Earning:** Sick leave shall be earned at the rate of one (1) day per month for up to a maximum accumulation of eight (8) days per year.
2. These days are intended to be used for the illness of the employee or immediate family. Immediate family shall be defined as spouse, children, father or mother.
3. **Accumulation:** Any sick leave days accumulated over the maximum of eighty (80) days shall be paid to the employee at the end of June, at the rate of 50% of the daily rate of the employee for only the excess days.

4. **Pay for Unused Sick Days:**

An employee, who leaves employment because of retirement and is eligible for and receives benefits under the School District Employees' Retirement system shall be paid for a maximum of ninety (90) days of his/her accumulated and unused Sick Leave at \$50.00, for each day up to a maximum of 90 days.

An employee, who leaves employment because of retirement and is eligible for benefits under the School District Employees' Retirement system shall be paid for a maximum of ninety (90) days of his/her accumulated and unused Sick Leave at \$45.00, for each day up to a maximum of 90 days.

An employee terminating his/her employment, shall be eligible for payment of 50% of their accumulated unused sick days at a payment of forty dollars (\$40.00) for each unused day up to a maximum of 30 days.

5. **Doctor Verification:** The Principal and/or the Superintendent of Schools may ask, after 3 days absence for a doctor's statement to verify illness. Unless approved in advance, due to extenuating circumstances, sick days may not be taken immediately before or following a scheduled break. If an employee is sick on one of these days, they may be asked to provide a doctor's note to receive pay for that day if there is a pattern of misuse.

B. Personal Days

1. Number: With a minimum of twenty four (24) hours notice, except in cases of emergency, School Secretaries and Office Clerks shall be granted six (6) personal days per year not deductible from sick leave.
2. Additional Deductible Day: One (1) additional day, deductible from sick leave, may be granted with a minimum of one (1) week's advance notice.
3. Limitations on Usage:
 - a. Unless approved in advance by the Principal, due to extenuating circumstances, such days may not be taken immediately before or after a scheduled break.
4. At the end of the year, unused personal days are transferred to the employee's sick day balance.

- C. Bereavement:** Without loss of pay, employees shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father, mother, father in law, mother in law. Three (3) days shall be allowed for the death of the remaining family members (sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the employee's income tax or any person who makes his/her home with the employee. Use of bereavement days will not be charged to sick or personal leave. One (1) day shall be granted for funerals of others than those persons defined above and will be charged to sick leave.

Any days in excess of the foregoing will be deducted from personal time allotted. If all personal time has been used, then the deduction shall come from sick days.

Leave days may be non-consecutive and must be used within a ten (10) day period following the death unless there are extenuating circumstances. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

D. Inclement Weather/School Closings

1. Reporting for Work; When school must be cancelled due to inclement weather or other purposes, employees shall not be required to report for work
2. Days Paid: Employees covered under this agreement shall be paid for the maximum amount of "Act of God" days allowed under current State law in any given school year. The pay shall be based upon the employee's normal hours worked per day at their regular wage per hour. Employees will be expected to work on any scheduled make up days required by current State law.
3. Closed Partial Day: If the employee reports for work and school is cancelled, the

employee will be paid for the balance of the day.

- E. Jury duty - The school district shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount paid to the employee in ½ day increments. All moneys earned as a juror, less reimbursement for mileage, shall be reimbursed to the district through a payroll deduction. A copy of the court letter verifying dates and payment will be submitted to the Business Office. Employees will not be required to return to work if released from jury duty prior to the completion of their work day.
- F. Court appearances as a witness or in a case connected with the employee's employment or the school shall be a leave of absence with pay not chargeable against the employee's sick leave allowance except:
 - 1. In a court action initiated by the employee in which the School District or any of its employees is the defendant acting in an official capacity for the school district.
 - 2. If the employee is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the employee may use personal leave days, and if necessary sick days for this purpose.
- G. Release time for Association business – In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes said representatives shall be excused, with pay, provided frequency is no more than six (6) days total for the unit and no more than two (2) members may be released on any one day. Notice for use of Association days will be given as soon as possible but no less than 2 weeks in advance.

ARTICLE 7, LEAVES OF ABSENCE WITHOUT PAY

- A. Upon written request, leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year, for medical reasons, both personal illness and illness within the employee's immediate family with proper documentation for need from a physician. Leave of absence for medical reasons may be extended up to a maximum of three (3) years. Other leaves of absence without pay for reasonable periods of time not to exceed one (1) year may be granted without loss of seniority, for good cause such as educational purposes that would accrue a mutual benefit to both the employee and the employer. Leaves under this section may be extended for like cause, but in any event, seniority will accrue for only one (1) year.
- B. An eligible employee desiring a leave of absence shall submit his/her request to the Superintendent or designee at least forty-five (45) days prior to the start of the leave desired. An employee must make application for leave within the time limit specified, and if the employee does not make timely application, the leave will be deemed to be denied unless the Superintendent or designee deems that there are extenuating circumstances.

- C. Upon written request, leaves of absences for professional improvement without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year.
- D. An employee is required to notify the employer in writing at least thirty (30) days preceding the expiration date of a leave indicating his/her desire to return, to request an extension, or to resign. An employee must make application for reinstatement within the time limit specified, and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the district unless the Board deems that there are extenuating circumstances.
- E. To be eligible for a leave of absence the employee must have completed his/her probationary period.
- F. An employee on leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Between 91 days and one year he/she would return to a similar or open position for which he/she is qualified or he/she may elect to return at the beginning of the next school year.
- G. An employee on leave over 90 days electing to return at the beginning of the next school year will return to an open position for which he/she is qualified. To be eligible to return under these conditions the employee must notify the district in writing prior to May 1st of the preceding school year. If there is not an open similar position, the employee may displace the lowest senior person from the same classification of which he/she was employed when the leave occurred provided that the position is one for which he/she is qualified. If the employee is electing to return from leave after 90 days during the school year, he/she will be assigned to any open position for which he/she is qualified. If there is not a position available, he/she will displace the lowest senior bargaining unit member in any position for which he/she is qualified. Prior to the beginning of the next school year, the employee may elect to bump the least senior person in the same classification from which they took leave.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) year, unless it is a medical leave, shall be able to return to an open position for which they are qualified. Said employee does not have the use of seniority for bumping rights to obtain a reentry position. An employee on medical leave of absence for a period exceeding two (2) years shall be able to return to an open position for which they are qualified. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Superintendent or designee at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the layoff and recall procedure.

- H. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.
- I. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
- J. Notification of availability to return to duty after a health leave shall be accompanied by a written statement from the employee's physician certifying the fitness of the employee to fulfill the full responsibilities and duties of his/her assignment.
- K. Military leaves of absence without salary or benefits shall be granted to any employee who shall be inducted for a tour of military duty to any Branch of the Armed Forces of the United States. Upon returning to employment, an employee who has been on military leave shall be given the benefit of any new increments up to five (5) years, which would have been credited to him/her had he/she remained in active employment with the employer, provided the employee returns to employment as soon as a position for which he/she is qualified becomes available after discharge from military service.
- L. An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.
- M. After the Board insurance coverage ends, an employee on unpaid leave of absence may pay premiums consistent with COBRA.

ARTICLE 8, GRIEVANCE & GRIEVANCE PROCESS:

A. Grievance Procedure:

1. Definition of a Grievance: A grievance is an alleged violation of the terms and conditions of this Agreement and/or their application. The grievance procedure shall be the exclusive method for settling grievances as defined herein.
2. Time Period Following Alleged Grievance: If the employee or the Association does not process the grievance within seven (7) school days of the date it was alleged to have occurred or the employee and/or the Association could reasonably have been expected to be knowledgeable of it occurring, the grievance shall be considered waived.
3. Grievance Steps:
 - a. Level One: Within five (5) school days of the date of the alleged grievance the employee or the Association shall arrange a meeting with the appropriate Administrator to discuss the grievance.

The Administrator shall have five (5) school days from the date of the meeting

to make a decision and forward a written copy of it to the Association and the Superintendent or his/her designee.

- b. Level Two: Within seven (7) school days from receipt of the Administrator's written decision the employee or the Association may make a written appeal of said decision to the Superintendent of Schools or his/her designee. The appeal shall specify:

- (1) The sections and articles of the Agreement alleged to have been violated.
- (2) The remedy being sought.
- (3) The reason for the appeal including the specific dissatisfaction with the Director's decision.

Within five (5) school days of receipt of the appeal the Superintendent shall arrange a meeting to discuss the matter. Within seven (7) school days following the meeting the Superintendent will issue, in writing, his/her decision with copies to the grievant and the Association.

- c. Level Three:

- (1) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to the Superintendent, in writing, of its intention to arbitrate. The grievance shall be appealed within thirty (30) school days from the receipt of the level two decision to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have mutually agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any employee involved.
- (2) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or rules of the Board unless they are in violation of terms of this Agreement or reasonable working rules, working conditions, or safety.
- (3) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice.

ARTICLE 9, DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

- A. Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- B. Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Just cause shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.
 - The seriousness of the offense or misconduct.
 - The employee's prior record.
 - The treatment of similarly situated employees.
 - The existence of aggravating or mitigating factors.
- C. Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.
- D. Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the employee's personnel file, stamped withdrawn from personnel file, placed in a sealed and dated envelope and forwarded directly to the employee by the personnel office.
- E. An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.
- F. The employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step/Level 3 of the Grievance Procedure.
- G. An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.
- H. The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual administrative management styles.

ARTICLE 10, PERSONNEL FILE

- A. Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Superintendent or designee. A representative of the Association may be requested to accompany the employee in such review.
- B. No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material. Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.
- C. Past records of a detrimental nature which are three (3) years old will not be taken into account when an employee is being considered for promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee. The school district will follow the provisions of the Bullard Plawecki Right to Know Act.
- D. Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file.

ARTICLE 11, MISCELLANEOUS PROVISIONS:

- A. Conference Attendance and Reimbursement: Upon the recommendation of the individual's immediate supervisor and the written approval of the Superintendent, an employee may be granted up to three (3) days each school year with pay to attend conferences, workshops or institutes connected with her employment.

*Reimbursement for expenses will be in accordance with those stated in the prior approval form submitted to the Superintendent and via applicable receipts.
- B. Employer Scheduled Meetings: All meetings scheduled by the Employer not otherwise provided for in this contract shall be scheduled at least a day in advance of the meeting and shall be paid on a straight time basis when the employee participates in such meetings.
- C. Automobile Allowance: Employees who use privately owned automobiles in the course of their duties shall be reimbursed at the IRS rate per mile providing that such use shall

be previously authorized, in writing, by the Superintendent or his/her designee.

- D. **Bargaining Unit Classification:** The Board agrees to annually furnish the Association a listing of all bargaining unit members, their classifications, and their hourly and annual wage.
- E. School Secretaries and Office Clerks will be paid an additional two (2) hours, at their current hourly rate, for required training, including but not limited to Safe Schools, Hazardous Materials, and Bloodborne Pathogen training. Pay will be included in the first pay period of the school year.

ARTICLE 12, VACANCIES AND TRANSFERS

- A. **Vacancy:** A vacancy shall be defined as any new or existing position within the bargaining unit that is currently unfilled.
- B. **Postings:** All vacancies and new positions shall be posted. Positions during the school year shall be posted for five (5) working days. Positions open during the summer shall be posted for seven (7) days. Notification of all vacancies and new positions that occur shall be sent to all members, including those on layoff, by email.
 - 1. New positions or positions resulting from terminations or resignations shall not be filled, except on a temporary and/or emergency basis, until they have been posted within all buildings for a period of five (5) working days.
- C. **Filling Vacancies:**
 - 1. Any employee may apply for a vacancy provided they meet the minimal qualifications stated in the posting and job description for the posting.
 - 2. In the event of a vacancy in the unit, the most senior qualified employee in the Classification will be selected for the vacancy provided that that they meet the minimum qualifications and have a satisfactory performance evaluation. If there are no applicants within the classification, the most senior qualified employee, in order of classification, will be selected for the vacancy provided that that they meet the minimum qualifications and have a satisfactory performance evaluation.
 - 3. Any employee may apply for such a vacancy provided they meet the minimal requirements stated in the posting and the job description for the position.
 - 4. District candidates must make written application as per posting directions. If there is more than one (1) opening, the employee will indicate a priority of choices if applying for more than one (1) position.
 - 5. All bargaining unit employees are eligible for voluntary transfers into open positions. Vacancies resulting from voluntary transfers shall be posted and filled as outlined in B

and C. Voluntary transfers when there are no open positions shall be mutually agreed upon by the Superintendent, the affected employees, and the Association President.

6. The president of the Association will be notified when the positions have been filled.

D. Seniority: An employee who is transferred from one job classification to another shall not lose their seniority as a result of the transfer between job classifications. Hourly wages shall be adjusted accordingly.

ARTICLE 13, LAYOFF AND RECALL

A. Lay-Off procedure

1. Lay-off shall mean a reduction in the employee workforce due to a decrease in work, loss of funding for a particular program, or financial emergency. Layoff shall take place, by classification (Class I, Class II, Class III, Office Clerk) within the Association according to need, as determined by the Board. The least senior employee in the affected classification shall be reduced first, provided there is a remaining bargaining unit employee in the classification who is fully qualified to perform the necessary assignments. If not, then the qualifications of other bargaining unit members will be considered with a goal of having the least senior member being the one placed on layoff.
2. In the event of layoff or reduction in force, the Board or its designee will meet and inform representatives of the Association of the reductions to be made. Notice in writing, with a copy to the Association, shall be provided to the employees at least thirty (30) calendar days prior to such layoff.
3. In the event of a layoff, the work force shall be reduced in the following order: temporary employees performing Bargaining Unit work (subs), probationary employees and then seniority employees, in each classification, in reverse order as their names appear on the seniority lists.
4. In the event of a lay-off, seniority shall be frozen for a period of three years or the duration of the lay-off (whichever is shorter).
5. If an employee is laid off, he/she will be entitled to his/her prorated longevity during the school year in which the layoff occurs.
6. An employee on lay-off may engage in other employment until a position in the district is available.

B. Bumping

Laid off employees, by classification, shall have the right to accept the layoff or exercise seniority right to bump. In exercising a bump, laid off employees shall displace the least senior employee, by classification, provided the employee is able to perform the available job. In

exercising the bump, the employee shall have the right to bump the least senior employee in the classification(s) below them (i.e. classification I has bumping right in Classification II, III, and Office Clerk). The least senior employees remaining unplaced after bumping is completed shall be laid off.

C. Recall

1. Laid off employees shall be recalled in inverse order of lay off, (i.e., last laid off, first recalled). Employees shall be recalled to the first available opening for which he/she is qualified.
2. The Board will send by certified mail a notice of recall to the last known address of the Employee and also attempt to reach said employee by phone. It is the responsibility of the employee to keep the Superintendent's Office aware of any changes of address of the employee. If the employee fails to report for work or contact the Superintendent's office within ten (10) working days after receiving the mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the employee as having terminated his/her employment.

ARTICLE 14, SENIORITY

- A. Seniority shall be determined on both unit and classification for purposes set forth in this Agreement.
- B. Unit seniority shall commence with the first day of employment to permanent position in the Bargaining Unit in the New Haven Community Schools. A seniority list shall be furnished to the Association by January 15 of each school year with a district wide list, in order of seniority, both by unit as well classification. The seniority list shall contain each employee's name, seniority number, effective hiring date, and classification. If more than one (1) employee commences work on the same date, seniority will be determined by the last four (4) digits of the employee's social security number. The employee with the lower number will be considered the more senior employee.
- C. The Board shall furnish the Association a list of new hires and terminations on a monthly basis.
- D. Probationary Periods
 1. Individuals hired under this Agreement shall serve a probationary period of ninety (90) calendar days. Prior to the end of this probationary period, if the building principal determines that the individual's performance is not satisfactory, the employee may be terminated. A performance review with the building principal will be conducted on at least two (2) occasions throughout the first year prior to dismissal.
 2. If during the probationary period the District determines that the employee's performance

is not at a satisfactory level, the building principal will develop an individualized plan for improvement of the employee's performance. This plan shall be in writing. Following the development of this plan, the principal, the employee, and an Association Representative will meet and confer on the plan. The employee will serve an additional Ninety (90) day probationary period while the plan is being implemented.

If, prior to the end of this additional ninety (90) day period, it is the determination of the building principal that the employee's performance is not satisfactory, the employee may be terminated.

3. Benefits: A probationary employee is not eligible for benefits, holiday pay, and/or any other protections afforded by this Agreement until successfully completing their initial 90 calendar day probationary requirement stated within. Benefits and/or protections herein shall not be applicable retroactively to employees upon completion of their first 90 calendar days. If the employee is hired during 2nd semester, administration may recommend a shorter probation period, minimum of 70 days, if there is less than 90 days until the end of the school year.
- E. Seniority shall be broken and employment in the district ended for any of the following reasons:
1. If an employee quits or retires
 2. If the employee is discharged and the discharge is not reversed through the grievance process
 3. If the employee fails to return to work from a leave of absence or when recalled from layoff (as set forth in the recall procedure in this Agreement)
 4. If the employee is on layoff for a period exceeding three (3) years or the duration of his/her seniority at the time of layoff, whichever is greater.
- F. Determining Seniority: Individuals working less than a full year shall have their seniority determined on pro-rata basis. Paid leave and leave covered by the Family Medical Leave Act shall accrue seniority.

ARTICLE 15, HOURS AND OVERTIME

- A. Normal Schedule: The normal work schedule shall be Monday through Friday. The work day, for a full time employee, shall not exceed eight and one half (8 ½) hours, including the 30 minute duty free lunch without additional compensation based on their hourly rate up to 40 hours per week.
- B. Overtime: Any employee required to work in excess of forty (40) hours in a scheduled work week will be paid at a rate of time and one half (1 ½) their hourly rate. An employee required to work on a weekend day will be paid at a rate of twice their hourly rate. An employee

required to work on a holiday will be paid at a rate three times their hourly rate.

- C. An employee shall not be required by his/her supervisor to work through his/her lunch period except in an emergency situation. If required to work, he/she shall receive time and one-half (1 ½) for their duty free lunch period.

ARTICLE 16, JOB CLASSIFICATIONS

A. Classification I

- 1. Positions/Work Year: The work year for this position shall consist of a fifty-two (52) week work year. During the time period after the Classification 2 and 3 secretaries are no longer present in the building, the Classification I secretary may, upon agreement with the high school principal, adjust the starting and ending times of the work day to meet individual and District needs.
- 2. Positions in Classification: This classification covers the positions of:
 - a. To be determined by mutual consent of the Board and Association

B. Classification II

- 1. Work Year: The work year for individuals in this classification shall be all days in which school is regularly scheduled. In addition, the work year will include three (3) weeks prior to the first student day and two (2) weeks after the last student day.

In the event building administration feels that secretaries of this classification are needed in the building prior to this start time, the start date will be mutually agreed upon by the Association and the Board and they will receive additional pay for the days worked. Pay shall be based on their current hourly rate.
- 2. Positions in Classification: This classification covers the positions of:
 - a. Assistant Secretaries, High School Office
 - b. Counselor's Secretary
 - c. Elementary Principal's Secretary
 - d. Middle School Principal's Secretary
 - e. High School Principal's Secretary

C. Classification III

1. Work Year: The work year for secretaries in this classification shall be all days in which school is regularly scheduled. In addition, the work year will include one (1) week prior to the first student day and one (1) week after the last student day.

In the event building administration feels that secretaries of this classification are needed in the building prior to this start time, the start date will be mutually agreed upon by the Association and the Board and they will receive additional pay for the days worked. Pay shall be based on their current hourly rate.

2. Positions: This classification shall consist of the following positions:
 - a. Associate High School Secretary
 - b. Associate Middle School Secretary
 - c. Associate Elementary Secretary

D. Office Clerks

Work year: The work year for members in this classification shall be no longer than those Days which school is regularly scheduled for students. Extra work days must be approved by the Superintendent and will receive the appropriate additional pay.

- E. Wage rate for New Positions: In the event a new position is created which does not appear to fall within the Job Titles and Classifications described in this article, the Superintendent or his designee will meet with representatives of the Association to discuss the classification and rate structure.
- F. Prior to filling or posting a position the Superintendent or his designee will meet with representatives of the Union to discuss the classification and rate structure.

ARTICLE 17, JOB DUTIES

The district will provide a general job description for each position. Job duties are assigned by the building administration. Secretarial duties assigned to School Secretaries and Office Clerks may be adjusted at the discretion of the Building Principal and/or Superintendent provided that no terms or conditions of the collective bargaining agreement are violated. School Secretaries and Office Clerks shall not be assigned to independently supervise students, including supervising detention.

ARTICLE 18, INSURANCE

Office Clerks

1. Hospitalization: The Board will provide single subscriber health insurance to any Office Clerk scheduled for 6 or more hours per day and will pay the full premium up to the statutory State of Michigan hard cap provisions. Office Clerks working less than 6 hours, should they elect hospitalization insurance, will be responsible for fifty percent (50%) of the district cost. Insurance will be provided to the employee only as a single subscriber.

PAK A Benefits

Office Clerks will have the option to elect:

MESSA ABC 1 PAK A health insurance with ABC RX Plan

MESSA ABC 1 PAK A health insurance with 20% co-ins and ABC RX Plan

MESSA ABC 2 with 20% co-insurance and ABC RX Plan

MESSA Essentials with EbM RX Plan

Refer to plan descriptions for benefit details

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum

75: \$1000 Lifetime Maximum

Two Cleanings per year

No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision: VSP 2S

Premium co-pays will be deducted per Section 125 of the IRS rules.

2. The Board will provide single subscriber PAK B benefits as described herein to any Office Clerk scheduled for 6 or more hours per day. With the election of PAK B, the Board will provide a cash in lieu payment of \$2000 annually (\$200/month for 10 months)

PAK B Benefits

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum

75: \$1000 Lifetime Maximum

Two Cleanings per year

No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision Plan: VSP 2S

The open enrollment period shall take place in November of each school year. Employees meeting the provisions of Article 18, 1 or 2 at this time shall be enrolled in PAK A or PAK B beginning January 1 of same school year and these benefits shall remain in place for a full year.

School Secretaries

The Board will provide the same health related benefits to school secretaries defined in the New Haven Education Association collective bargaining agreement. The current plan(s) under the New Haven collective bargaining agreement are as follows:

PAK A: For employees needing health insurance

- MESSA ABC 1 PAK A health insurance with ABC RX Plan
- MESSA ABC 1 PAK A health insurance with 20% co-ins and ABC RX Plan
- MESSA ABC 2 with 20% co-insurance and ABC RX Plan
- MESSA Essentials with EbM RX Plan

Refer to plan descriptions for benefit details

- The employer will fund the amount allowed under the hard cap Employees will pay all premium costs over the hard cap amount.
- The employee may choose to have the district pre-fund \$750.00 of the deductible for single subscribers to a Health Saving Account (HSA), and \$1,500.00 of the deductible for two-person and full-family subscribers to a Health Saving Account (HSA). The employee must pay this amount back to the District
- The board will provide single subscriber hospitalization insurance

Long Term Disability:

66 2/3% of Maximum Eligible Salary

\$5,000 maximum

90 Calendar days - Modified Fill

Freeze on Offsets

Alcohol/Drug & Mental/Nervous - Same as any other illness

Delta Dental Plan:

80/80/80: \$1,000 Annual Maximum

80: \$1300 Lifetime Maximum

Two Cleanings per year
No Adult Orthodontics
Employees may choose single, two person, or family

Negotiated Life:
\$50,000 AD&D
Disability waiver will apply

Vision:
VSP 2 – SILVER
Employees may choose single, two person, or family

PAK B: For employees not needing health insurance

Long Term Disability:
66 2/3% of Maximum Eligible Salary
\$5,000 Maximum
90 Calendar Days – Modified Full
Freeze on Offsets
Alcohol/Drug & Mental/Nervous – Same as any other illness

Delta Dental Plan:
100:90/90/90 :\$1,000 Annual Maximum
90: \$1500 lifetime Maximum
Two Cleanings per year
No Adult Orthodontics
Employees may choose single, two person, or family

Negotiated Life:
\$60,000 AD&D

Dependent Life:
\$10,000 (Spouse) \$5,000 Child(ren)

Vision Plan:
VSP-3 – GOLD
Employees may choose single, two person, or family

School Secretaries electing Pak B will also receive cash in lieu in the amount of \$2000.

In addition to any fringe benefits listed, school secretaries may opt to enroll in a health savings plan using pre-tax dollars. Administration will select a health savings plan administrator. School Secretaries may select a per pay dollar amount to be withdrawn from their paycheck pre-tax for deposit in their health savings plan. School Secretaries may pay for health care used during the calendar year by following the procedures stated by the health care savings plan administrator.

ARTICLE 19, WAGES

The full day schedule for class 1 is 252 days; class 2 is 225 days; class 3 is 210 days; class 4 is 181 days
Time sheet will be required, per law and pay will not be spread.

Class 1 **2019-2022**

Step 1	14.96
Step 2	15.41
Step 3	15.87
Step 4	16.35
Step 5	16.84
Step 6	17.34
Step 7	18.16

Class 2 **2019-2022**

Step 1	13.25
Step 2	13.73
Step 3	14.15
Step 4	14.57
Step 5	15.01
Step 6	15.46
Step 7	15.92

Class 3 **2019-2022**

Step 1	12.65
Step 2	13.03
Step 3	13.42
Step 4	13.82
Step 5	14.24
Step 6	14.66
Step 7	15.10

Clerk **2019-2022**

Step 1	10.05
Step 2	10.35
Step 3	10.66
Step 4	10.98
Step 5	11.31
Step 6	11.65
Step 7	12.19

Wage Formula for Step Advancement for 2019-20, 2020-21 and 2021-22

Employees will advance one step on the 2019-20 rate schedule only if -
Gross State Aid exceeds 3.0% of the previous year determined as follows:

- PM = Fall 2018 student membership count (Previous Membership)
- CM = Fall 2019 student membership count (Current Membership)
- PF = 2018-2019 Foundation allowance (Previous Foundation)
- CF = 2019-2020 Foundation allowance (Current Foundation)

$((CM*CF) - (PM*PF)) / (PM*PF) > 3.0\%$, Or Audited Fund Balance exceeds 5% based on MDE early warning formula.

Employees will advance one-half step on the 2019-20 rate schedule only if -
Gross State Aid exceeds 1.5% of the previous year determined above.

Determination for step advancement for 2020-2021 and 2021-22 will follow the same procedure applied above (changing years in the formula accordingly) except for adding one- half of the audited fund balance increase over the prior year to the product of (CM*CF). No reduction should Fund Balance decrease.

Example 1:	Example 2:	Example 3:	Example 4:
PM - Actual 1,252.45	1,252.45	1,252.45	1,252.45
PF - Actual 7,871	7,871	7,871	7,871
CM – Estimate 1,257.45	1,275	1,245	1,245
CF – Estimate 8,051	8,051	7,971	7,971
Fund Balance increase		200,000	

#1 - $((1,257.45*8,051) - (1,252.45*7,871)) / (1,252.45*7,871) = 2.7\%$
Result ½ step

#2 - $((1,275*8,051) - (1,252.45*7,871)) / (1,252.45*7,871) = 4.1\%$
Result full step

#3 - $((1,245*7,971) - (1,252.45*7,871)) / (1,252.45*7,871) = .7\%$
No step movement

#4 - $((1,245*7,971) + 100,000) - (1,252.45*7,871)) / (1,252.45*7,871) = 1.7\%$
Result ½ step

The parties agree that should the Macomb County Enhancement Millage pass in 2020, there shall be a wage reopener in August of 2020 for wages for the 2020-2021 and 2021-2022 school years.

The parties agree that should the Macomb County Enhancement Millage pass in 2021, there shall be a wage reopener in August of 2021 for the 2021-2022 school year

Athletic Stipend - 2,200,
ELL Stipend - 1,000
4 day Poker Event - \$500.00

For the 2019-20 School Year Only, there will be a \$150.00 signing bonus

Longevity:

Each School Secretary or Office Clerk will receive a longevity incentive accrued annually in June, according to the chart below. There is no adjustment for partial years of service. This will be paid on the last pay date in June according to the schedule below:

7 - 10	years of service	\$400.00	annually
11-15	years of service	\$600.00	annually
16-20	years of service	\$800.00	annually
21 +	years of service	\$1000.00	annually

It is understood that years of service for the purpose of longevity means continuous service as a member of any MEA/NEA bargaining unit in the school district and does not include previous years of service in a position outside the district, nor credit granted on the wage scale for experience outside the school district and does not include years of service prior to a quit. Recognized unpaid leaves of absence, excluding FMLA leaves, and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating longevity eligibility.

ARTICLE 20, NEGOTIATIONS:

- A. **Successor Agreements:** The Association bargaining team shall meet with the Superintendent and/or his designee to negotiate new contracts and/or the addition or revision of existing Articles at a mutually agreed time and place.

ARTICLE 21, SEPARATION CLAUSE

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 22, DURATION OF AGREEMENT:

This Agreement shall be in effect for three (3) years, 2019-2020, 2020-2021, 2021-2022. This Agreement shall be effective as of September 23rd, 2019 and shall continue in effect for 3 years until August 31, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD:

Sue Simon 10-28-19
Sue Simon, President Date

Regina Patton 10-28-19
Regina Patton, Secretary Date

Barbara VanSweden 10/21/19
Barbara VanSweden
Superintendent Date

FOR THE ASSOCIATION:

Diane Brohl 10-21-19
Diane Brohl, President Date

Jill M. Clark 10-21-19
Jill Clark, Vice President Date

Mara Wirtz 10-25-19
Mara Wirtz
6-E Executive Director
MEA/NEA Local 1 Date