

AGREEMENT

Between

**CARROLLTON SECRETARIAL
ASSOCIATION**

and

**CARROLLTON
BOARD OF EDUCATION**

2008-2009

2009-2010

2010-2011

CARROLLTON PUBLIC SCHOOLS
CARROLLTON, MICHIGAN

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ARTICLE I

RECOGNITION

The Board of Education recognizes the Carrollton Secretarial Association as the exclusive bargaining representative for the secretarial staff excluding Central Office secretaries and all other personnel.

ARTICLE II

RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission.
- B. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards and in morning memos.
- C. The Association may use the District's inter-school mail service, mail boxes and e-mail for communication to its members, provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

ARTICLE III

SENIORITY

New employees will be considered as probationary employees until they have worked for sixty (60) work days. After the completion of the sixty (60) workday period, the employee will be considered as a seniority employee and the employee's seniority will start as of the date of hire. Probationary employees may be discharged with or without cause or notice.

- A. An up-to-date Seniority list shall be issued when this Contract is ratified and signed. Upon request, the Board will furnish the Association with an up-to-date Seniority list.
- B. Seniority shall be broken for the following reasons:
 - 1. If the employee quits
 - 2. If the employee is discharged and the discharge is not rescinded or modified
 - 3. If the employee retires or is retired
 - 4. If the employee is absent for three (3) consecutive working days without properly notifying the employer, or
 - 5. If the employee is laid off for one (1) year or one (1) day more than the employee had worked, whichever comes first.
- C. It is understood the following process will be used for needed staff reductions and recalls:

1. Probationary employees shall be laid off first:
 2. In the event the number of secretaries exceeds the number of available positions, the Board will retain secretaries based upon District seniority/Secretarial seniority, Qualifications, Quality of Service. All factors considered being of similar importance; however, the administration is encouraged to consider ways to retain secretaries with the most seniority.
- D. Employees who leave the unit but remain with the District and not classified as a secretary shall have their Seniority in the unit frozen. In the event the employee returns to the unit, he/she will be credited with his/her previous Seniority in the unit. Employees who leave the unit but remain with the District and classified as a secretary shall continue to accrue district Seniority
- E. Employees who resign from CPS may apply for future vacancies, should they exist. If the vacancy were a secretarial position, the person would be considered a "re-hired secretary" if and only if.....
1. the person is the recommended candidate as determined by the hiring process overseen by the principal or director, with the approval and support of the superintendent and the hiring person is approved by the Board of Education.
- F. A re-hire shall be considered a new employee in regards to salary, seniority, and benefits unless a member of the administration recommends otherwise and the Board approves it. For purposes of a re-hired secretary, longevity must be consecutive years. So a re-hired employee would need to count years of service for longevity from the date of re-hire forward.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION:

1. A "grievance" shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement. An employee having a grievance must present it orally to the employee's supervisor within five (5) days of when the employee became aware of the act or condition giving rise to the alleged grievance.
2. If the grievance is not settled orally between the employee and the supervisor within five (5) days after it has been brought to the supervisor's attention, the employee must reduce the grievance to writing and submit the written grievance to the supervisor.
3. The supervisor will give a written answer to the written grievance within five (5) days of receipt of the written grievance.

4. If the supervisors' written answer does not settle the grievance, the employee may submit the grievance to the Superintendent or his designated representative within five (5) days of receiving written answer of the supervisor. The Superintendent or his designated representative shall answer the grievance within ten (10) days of receipt of the appeal.
5. If the Superintendent's answer does not settle the grievance, the employee may, within five (5) days of receipt of the Superintendent's answer, appeal the grievance to the Board of Education.
6. The Board of Education shall designate three (3) representatives to hear the grievance. Within five (5) days of hearing the grievance, the Board of Education's representatives shall answer the grievance in writing.
7. If the Association is not satisfied with this answer it may seek a State Mediator to hear the case and make a recommendation.

ARTICLE V

WORKING HOURS

- A. A tentative schedule of working days shall be established on or before the last scheduled work day for school year secretaries each school year by the principal or director and communicated with the secretary(s) under his/her supervision. Any major deviation from the established work schedule shall be affected only after the employee has been notified and been given three (3) days to discuss the deviation with the employee's supervisor.
- B. Lunch period may be adjusted for the convenience of the building but must be duty-free, uninterrupted and under any circumstances, no less than thirty (30) consecutive minutes.
- C. Full-year employees shall be defined as those employees who regularly work thirty seven and one half (37 ½) hours or more per week on a year-round basis. School year employees shall be defined as those employees who regularly work thirty (30) hours or more per week on a school-year basis. School year, for the purposes of this contract, shall be determined by the Administration each year. Part-time employees shall be defined as those employees who regularly work less than thirty (30) hours per week and are not covered by the terms of the contract.
- D. Overtime (time and one-half) shall be paid to an employee when he/she exceeds 40 hours of work in a one-week time period. Overtime must be pre-approved by the building principal.
- E. A school year secretary's schedule will include 10 days prior to the first student day and 7 days after the last teacher work day.

ARTICLE VI

VACANCIES AND PROMOTIONS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs. When filling new or revised jobs, the Board shall give consideration to the applicant's qualifications, ability, and length of service within the unit.
- B. The Board shall notify the employees of any vacancies by posting notice of vacancies, positions changing from school-year to full-year, and newly created positions. During the summer, notices shall be mailed to the President of the Secretarial Association.
- C. The Administration shall give first consideration to those employees who are presently employed and are fully qualified to perform such duties for vacancies and newly created positions. The final decision on filling all vacancies rests with the Board of Education.
- D. Any and all applications for vacancies or newly created positions must be made in writing. Employees not selected may inquire as to the reasons therefore.
- E. If an employee transfers or accepts a new job within the unit, said employee should retain his/her seniority for all purposes including wages.

ARTICLE VII

PAID HOLIDAYS

- A. Paid holidays will be awarded to full-year and school year employees only. Employees with seniority will receive the following paid holidays if they fall during their scheduled work time:
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - One Day at Easter
- B. Full Year and School Year employees will also receive a paid mid-winter break day as subject to the approval of their immediate supervisor.
- C. In order to be eligible for the paid holidays, an employee must work the last scheduled work day prior to and the first scheduled work day following the holiday, unless vacation time is available and pre-approved by their supervisor.

ARTICLE VIII

SICK LEAVE

- A. Seniority employees will be allowed one (1) sick day for each twenty days worked to an accumulation of one hundred and forty (140) days. (This is not retroactive.) Full-year employees will have one sick day credited to their pay stub the first pay of every month after the twenty days have been accrued. School year employees will not have any sick days credited for the days worked in August. The first pay stub in October will reflect days worked in September. For days worked in June, they will appear on the first check received after returning from summer break. This will compensate for the days worked in August. The Board may require a doctor's slip to verify any sick days used beyond three (3) days or if there has been excessive absenteeism. Employees may request three (3) days of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments or funerals. Applications for such absence must be made in writing, stating the reasons for such absence and the request is subject to approval of the supervisor. The request must be made three (3) days in advance of the date requested except in case of emergency. (Personal leave will not be granted the day immediately preceding or the day immediately following a holiday, vacation period, or the first or last day of the school year. In case of extreme hardships, the Superintendent or his/her designated representative may make exceptions.)
- B. Leave of absence without pay may be granted by the Board for good cause for a period of thirty (30) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board and the employee. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer.)
- C. Unpaid leaves of absence for sickness or injury of an employee will be granted upon receipt of notice from the doctor by the Board and may be for indefinite duration, not to exceed more than one (1) year. However, most leaves will be for a fixed period with the obligation on the employee to report any change of condition or request a continuation. Seniority shall not accumulate during such leaves. Any employee returning from such leave may be required to present a doctor's written release.
- D. Sick Leave Payoff – Employees with ten (10) years of seniority at retirement (excludes quits, discharges, etc.) shall receive forty (\$40) per day for their accumulated sick days, up to a maximum of 140 days.
- E. In the event of the death of an employee prior to retirement, the sick leave payoff would be made to the employee's heirs.
- F. A Sick bank has been established for the benefit of the bargaining unit; see attachment.

ARTICLE IX

FUNERAL LEAVE

- A. Full-year and school year employees will be allowed up to three (3) days to be deducted from their sick leave for a death in the immediate family. Immediate family to include: father, mother, brother, sister, spouse or child.
- B. Full-year and school year employees will be allowed one (1) day to be deducted from their sick leave accumulation for the death of grandparents, brother-in-law, sister-in-law, father-in-law, mother-in-law, and grandchildren. The Superintendent or his/her representative may grant additional time upon approval.

ARTICLE X

VACATIONS

- A. Vacation is granted to full-year employees only. Vacation is not based on experience level awarded for wages. Levels of vacation are for years in Carrollton Public Schools only. Seniority employees shall be eligible for the following vacation schedule after July 1st of each year.

After one (1) year	five (5) days
Two (2) years but less than eight (8)	ten (10) days
Eight (8) years but less than thirteen (13)	fifteen (15) days
Thirteen (13) years or more	twenty (20) days

- B. In order to receive the full benefit mentioned above, the employee has to work 1768 hours per year. In order to receive seventy-five percent (75%) of this benefit, the employee has to work 1387 hours per year. In order to receive fifty percent (50%) of this benefit, the employee has to work 1067 hours per year. If an employee works less than 1000 hours per year, they will not receive this benefit.
- C. All vacation time must be taken on dates approved by the supervisor. When a holiday falls during an individual's vacation period, one (1) day will be added to the employee's vacation.
- D. An employee, changing to a full year position, shall be eligible for vacation after serving in the full year position for six (6) months. Previous service as part-time or school term will be prorated to equate to a full-year position to determine the amount of vacation to which the person shall be entitled.

ARTICLE XI
HEALTH INSURANCE

- A. The association's health insurance carrier will be decided on an annual basis by the Board of Education.
- B. Employees eligible for insurance are those employees not covered by a spouse's insurance and are scheduled to work at least thirty-two (32) hours per week during the contract year.
- C. Employees hired prior to June 30, 1992 shall be eligible for up to full-family health insurance provided they meet the requirements in Paragraph B.
- D. Employees hired after July 1, 1992 shall be eligible for health insurance as follows (provided they meet the requirements in Paragraph B).
 - 1st year** –Single health coverage paid by the Board of Education. The employee can pay additional coverage.
 - 2nd year** –Board of Education pays for one half of monthly premium and employee pays the other half of the monthly premium for anything above single health coverage.
 - 3rd year** –Board of Education pays for the entire monthly premium for health coverage up to and including full family coverage (includes spouse, legal dependents and family continuation as allowed by the insurance policy).
- E. For school-year employees hired after July 1, 2008 the Board of Education will pay for 10 months of Health insurance based on the eligible in paragraph "D".
- F. If the health insurance coverage selected includes a high deductible plan (as defined by the insurance company) the Board of Education will fund the deductible 100 percent through a Health Savings Account.
- G. Employees covered with district-paid health insurance will contribute a \$15.00 monthly pre-tax co-pay on the premium for the months it is district-paid.

Eligible employees (full-year and school year employees) not taking the Board's health insurance program will receive annually:

Participants #	1-3	4-5	6 and up
2008-2009	\$1,900	\$3,075	\$4,275
2009-2010	\$1,957	\$3,167	\$4,403
2010-2011	\$2,016	\$3,262	\$4,535

Participants agree to remain with the in-lieu benefit for the duration of the contract unless they lose coverage through a qualifying event.

ARTICLE XII

WAGES

A) Hourly wage will be determined based on two levels: 1) Probationary (first 60 days of work) and 2) Seniority and then on years of experience as follows:

LEVEL	EXP	08-09	09-10	10-11
Probationary	0-1	9.86	9.96	10.21
	2-5	10.29	10.39	10.65
	6-9	10.69	10.80	11.07
	10+	11.09	11.20	11.48
Seniority	0-1	11.49	11.60	11.89
	2-5	12.00	12.12	12.42
	6-9	12.47	12.60	12.91
	10+	12.95	13.08	13.40

B) Longevity will be paid as a percent of salary based on total years of service in the district:

Longevity:

<i>Current Employees</i>		<i>New Hires after 7/1/05</i>	
6-10 years	2%		
11-15 years	3%	11-15 years	3%
16+ years	3.5%	16+ years	3.5%

Longevity is based on the employee's hire date and calculated at the beginning of the contract year.

Experience:

The experience level will be based on the employee's documented secretarial work experience as determined by the Superintendent and the Director of Finance. Experience level can only be awarded for wages and does not relate to other items in the contract.

ARTICLE XIII

LIFE AND LTD INSURANCE

A) The Board shall purchase on behalf of the full-year and school year employee group term life insurance policy of Forty Thousand (\$40,000) Dollars.

- B) The Board shall purchase on behalf of the full-year and school-year seniority employee long term disability (LTD) insurance at 60% of basic weekly earnings with a monthly maximum of \$2,000 and a 60-day elimination period.

ARTICLE XIV

DENTAL AND OPTICAL INSURANCE

- A. Dental and optical insurance will be provided to full-time full year and school year employees only. Employee's spouse and dependent children may be added to the District's optical and dental program if there is no additional cost to the District for the addition.
- B. Eligible seniority employees shall be provided with the same vision program as other employees of the district.

ARTICLE XV

ACT OF GOD DAYS

All secretaries will not be required to report for two (2) Act of God days and will receive their regularly scheduled hourly pay. After the initial two (2) days, any closing of school will require full year secretaries to:

1. Report for work: or
2. Vacation or sick time may be used.

EXCEPTION: In the event that the district buildings are closed due to an "Act of God" and the first two "Act of God" days have already occurred, members of this unit will receive their regularly scheduled hour of pay for up to two days of building closures (do not need to be concurrent).

ARTICLE XVI

DISCIPLINE

- A. No non-probationary secretary shall be reprimanded, disciplined or discharged without just cause. Any such grievance, discipline or discharge shall be subject to the grievance procedure.
- B. There shall be no reprisal of any kind by administrative personnel taken by reason of participation in any of the procedures of this Contract.

ARTICLE XVII

JURY DUTY

- A. A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses for each day's juror services).
- B. The obligation of the Board to pay the employee for jury duty is limited to a maximum of thirty (30) days in any calendar year.
- C. In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XVIII

MILEAGE

Secretaries required, in the course of their work and who have received approval from the administration, to drive personal automobiles for school business shall receive an allowance as determined by Board policy.

ARTICLE XIX

EVALUATIONS

- A. Employees shall be evaluated yearly by their supervisor. Employees can be expected to be evaluated on all relevant aspects of their employment. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be stated in the evaluation as well as suggestions for improvement.
- B. Following each formal evaluation, which shall include a conference with the evaluator; the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the content of the evaluation. The bargaining unit member may submit additional comments to the written comments to the written evaluation if he/she feels there is a need to respond to the evaluation.

Agreement between

**CARROLLTON
BOARD OF EDUCATION**

and

**CARROLLTON
SECRETARIAL ASSOCIATION**

ARTICLE XX

IN-SERVICE

In-service programs may be provided for secretaries during the school year on school time if appropriate programs are available.

ARTICLE XXI

MANAGEMENT RIGHTS

Unless specifically limited by provisions elsewhere in this agreement, nothing contained herein shall restrict the employer in the exercise of its legal authority and function of management to make decisions concerning district operations.

ARTICLE XXII

DURATION OF AGREEMENT

This agreement shall continue in full force and effect from July 1, 2008 until June 30, 2011.

For the District:

For the Board:

Craig C. Douglas, Superintendent

Phillip E. Abney, President

Date

Date

For the Association:

Teresa Aiken, President

Date

Carrollton Public Schools Secretarial Association Sick Leave Bank

A Sick Leave Bank has been created for seniority members of the Carrollton Secretarial Association.

The specifics of the Sick Leave Bank are:

- 1) Minimum participation to be created and maintained is 70 percent of the unit's seniority members
- 2) Contribution of at least one (1) sick day from all participants the first year and then at least one (1) sick day from each participant at least every other year
- 3) Withdrawal of sick bank days is limited to ten (10) per year
- 4) An individual must have exhausted all available sick time, plus have been off work an additional five (5) consecutive scheduled work days to qualify
- 5) It is agreed that if the sick bank drops below ten (10) available days, participants will donate on an annual basis until the bank reaches ten (10) days

The intent of this bank is to assist those members who have suffered a medical hardship during their tenure at Carrollton Public Schools and not to supplement a casual use of accumulated sick leave.

Voluntary Sick Day Donation Form

I _____ hereby agree to donate

Print Your Name

_____ day(s) to the Carrollton Public Schools Sick Day Bank.

_____ I do not wish to participate in the Sick Leave Bank.

Signed _____ **Date** _____

Agreement between

**CARROLLTON
BOARD OF EDUCATION**

and

**CARROLLTON
SECRETARIAL ASSOCIATION**

**Memorandum of Understanding
Between the
Carrollton Secretarial Association
and the
Carrollton Board of Education**

It is hereby agreed that in order to be eligible for the paid holidays, an employee must work the last scheduled work day prior to and the first scheduled work day following the holiday, unless sick/personal or vacation time is available and pre-approved by their supervisor. The building principal reserves the right to deny such a request based on staffing and building needs.

This MOU supersedes the language in Article VII, paragraph C.

For the Association:

For the District:

Teresa Aiken, President

Craig C. Douglas, Superintendent

Date

Date