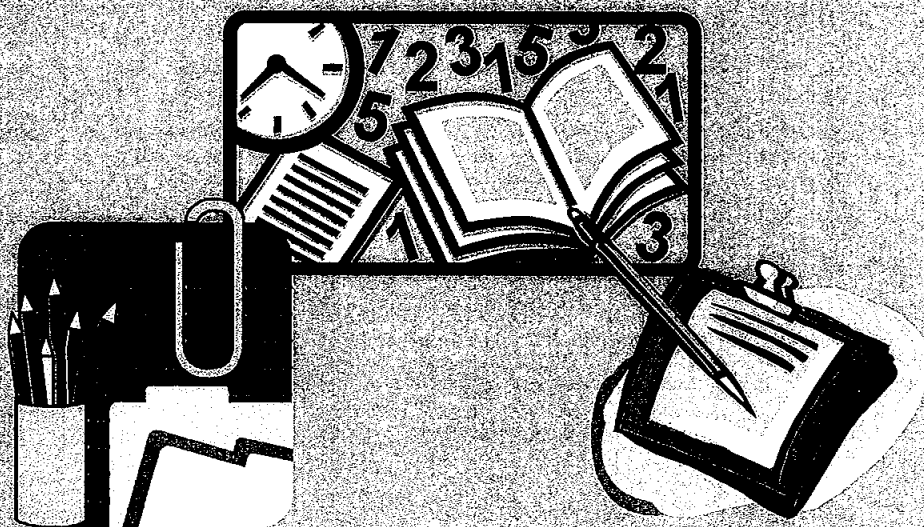


Montrose Community Schools
Educational Secretaries Association
(Building Secretaries/Library Aides)



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AGREEMENT

This agreement entered into this **1st** day of **July 2004**, by and between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board" and the Montrose Community Schools Educational Secretaries Association, hereinafter called the "Association".

DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2004** to **June 30, 2007**.

WITNESSETH

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

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

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

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

ARTICLE I RECOGNITION

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

ARTICLE II
SECRETARIAL EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Act of 1965, the Board does hereby agree that every employee of the Board should have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, etc.
- B. The Board specifically shall recognize the right of its employees appropriately invoking the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings.
- D. The Board shall agree to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the secretaries together with information which may be necessary for the Association to process any grievance and/or complaint.
- E. There shall be a written job description for each position.
- F. Whenever a new position is created or a vacancy occurs in any of the classifications, a written notice of such position shall be sent by the Administration to the spokesperson of the Secretaries Association. The spokesperson shall forward the 'posting' to all members of the association. In the event that a vacancy should occur during school vacation (i.e., summer break), a notice of the vacancy, or "posting" shall be mailed to each secretary in the Association. The current spokesperson of the Secretaries Association shall receive a registered letter. Upon notification by the spokesperson, members of the association will have seven (7) calendar days to apply in writing for said position. The association member shall be offered the position only if it is determined that they are qualified to fulfill the responsibilities that the job requires and that they possess the ability to work well with the immediate supervisor(s). Should the association member not meet all of the criteria the position requires the job may be offered to applicants outside the bargaining unit.
- G. An association member who transfers to a different secretarial classification will be placed in his/her position at the first level at which he/she will receive a raise and will be given full credit for years worked.

- H. Any school employee who transfers into the Secretarial Association will be placed at the first level of the secretarial pay scale. He/she will not be given credit for years worked outside the Association.
- I. Promotions will be made on the basis of ability and qualifications in performing the present job plus evidence of ability to perform the new job, and will be effective the first day of the school fiscal year except in emergencies.
- J. Any new secretary employed shall be informed of his/her starting wage, and all benefits, plus provided with a copy of the Secretaries agreement. This is to be done by the employer (Director of Finance and Operations) on the date of employment.

**ARTICLE III
COMPENSATION**

A. Salaries - See Schedule

B. Three Year Contract

2004-2005 2% increase on salary schedule
 2005-2006 2% increase on salary schedule
 2006-2007 2% increase on salary schedule

2004-2005 SECRETARIAL SALARY SCHEDULE

CLASSIFICATIONS	LEVEL	YEAR STEPS						
		1	2	3	4	5	6	7
Secretary 1	1	12.45	12.94	13.35	13.73	14.15	14.49	14.90
Secretary 2	2	11.90	12.30	12.71	13.10	13.49	13.90	14.37
Clerk Typist	3	11.04	11.45	11.89	12.30	12.69	13.10	13.50

2005-2006 SECRETARIAL SALARY SCHEDULE

Secretary 1	1	12.70	13.20	13.62	14.00	14.43	14.78	15.20
Secretary 2	2	12.14	12.55	12.96	13.36	13.76	14.18	14.66
Clerk Typist	3	11.26	11.68	12.13	12.55	12.94	13.36	13.77

2006-2007 SECRETARIAL SALARY SCHEDULE

Secretary 1	1	12.95	13.46	13.89	14.28	14.72	15.08	15.50
Secretary 2	2	12.38	12.80	13.22	13.63	14.04	14.46	14.95
Clerk Typist	3	11.49	11.91	12.37	12.80	13.20	13.63	14.05

Included in the classifications above:

- Secretary 1 – Building principal’s secretary
- Secretary 2 – Assistant Principal’s AD’s
Secretary/Library Secretary/Alt Ed
- Clerk-Typist – Future personnel additions

B. Secretaries are paid an hourly rate due to the fact that they may not all be on an 8-hour day for 52 weeks.

C. Secretaries completing the seventh step will get the same negotiated raise as other secretaries received, based on her previous year’s hourly rate.

D. Longevity Pay - For each year beyond nine (9) years experience. **The Longevity will increase the percentage of the salary schedule each contract year.**

10 years	.44	45	.46
15 years	.56	57	.58
20 years	.65	66	.67
25 years	.75	77	.79

- E. **Three (3) months service** is required to qualify for advancement on the experience scale, prior to July 1st. Change date occurs July 1st each year.
- F. Three (3) classifications at present, subject to review from time to time.
- G. If a secretary feels his/her duties warrant a review as to his/her classification, said secretary shall have the right to present such a request to the Superintendent or his/her designee.

ARTICLE IV HOURS OF WORK

- A. A normal workday shall be 7 to 8 hours, and a normal workweek shall be 35 to 40 hours.
- B. In the event that it is necessary for a secretary to work past 8 hours per day or 40 hours per week, and upon the request of his/her supervisor, she/he shall be paid overtime or given compensation time at the rate of time-an-a-half. Compensation time may be accumulated during the current school year and will not be carried over to the next school year. Compensation time may not be used more than two (2) consecutive days at a time and may not be used in conjunction with personal days. In the event that a secretary has unused personal business days and compensation time at the end of the school year, these days may be combined and used once school has been dismissed for the summer. These days may only be taken at the end of the secretaries scheduled work year and will only be allowed if the secretary's immediate supervisor(s) approves. Compensation time may not be used on days of parent/teacher conferences or open houses. Forty-eight (48) hours notice must be given to the secretary's supervisor when using compensation hours. All overtime pay and compensation hours will be documented in writing through the payroll office by the secretary's supervisor.
- C. The length of the work year will be determined by the Superintendent. The actual days to be worked will be determined by the immediate supervisor.
- D. Secretaries will be provided no more than 30 minutes during the day for relief time. Secretaries will also be provided a thirty (30) minute unpaid duty-free lunch. Main office secretaries will stagger their lunch periods. In the event they are able to take their lunch at the same time, (due to having a student assistant) at least one secretary must remain in the office area.

- E. No secretary shall be required to report to school when school is not in session for children because of hazardous road conditions or inclement weather. During other emergency situations the secretary shall call his/her immediate supervisor to determine whether or not he/she shall report for work. The secretary will be paid for these days at his/her regular rate up to a maximum of two days per year. If there are more than two days where school is not in session, the secretary's immediate supervisor will schedule any hours that must be made up, including hours missed for shortened days.

ARTICLE V LEAVE PAY

- A. All secretaries absent from duty on account of personal illness, or any other approved reason, shall be allowed full pay as follows:

One (1) sick day per month worked. Except at the beginning or termination month of employment, at which time one-half (1/2) day shall be allowed if the secretary works eight (8) days during the beginning or termination month; and one (1) day shall be allowed if he/she works fifteen (15) days during the beginning of the termination month.

- B. Any secretary, who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall not be charged with a subtraction from sick leave. The Insurance Company will pay the secretary for loss of time according to their schedule.
- C. Any Secretary leaving the Montrose Community School System with 10 or more years of service in Montrose shall receive, as a severance benefit, payment of \$7.15 for each unused sick hour up to a maximum of 720 hours. If a secretary has more than 720 hours as of June 1, 1998, that amount, up to a maximum of 800 hours, will be what that individual secretary will be allowed to accumulate for the remainder of his/her employment with Montrose. In the event of said employee's death, his/her beneficiary as indicated on the secretary's term life insurance policy shall receive this accrued sick leave benefit. This does not limit the number of hours that can be accumulated for sick use.
- D. Each secretary shall have three (3) personal business days in addition to his/her sick leave. Unused business days may cumulate as sick leave. Personal business days may be used for any reason the secretary feels warrants their use.

ARTICE VI
LEAVE OF ABSENCE

- A. Any secretary whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as it is necessary for completed recovery from such illness; the period of time not to exceed one (1) calendar year. Upon the secretary's return from said leave, the secretary shall be assigned to the same position, if available, or a substantially equivalent position. He/she shall remain in the same position on the salary scale as when leave began. All other conditions for extended leave of absence shall be covered by the Policies and Procedure Handbook as distributed during the school year 1969-70.
- B. Leave of absence with pay chargeable against the secretary's allowance:
1. A maximum of five (5) days per working year per critical illness or death in the immediate family. (Family as defined by the M.E.A.)
 2. Time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance; a limit of three days per occurrence.
- C. The Board may grant a leave of absence for maternity or childcare without pay or fringe benefits (such benefits may be purchased by the secretary). Such leave must be requested in writing at least 30 days in advance of the date on which the leave is to begin. Such leave may be up to six (6) months. The secretary shall be returned to the same position she held when the leave began.
- D. Twelve weeks unpaid leave shall be available to each secretary for the care of family members as required by the family medical leave act. Available paid leave (sick and personal time) may be used first and apply toward the twelve week period.
- E. Education leave up to a year at a time with the approval of the Superintendent.

ARTICLE VII LAYOFFS

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

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

ARTICLE VIII INSURANCE

- A. The Board will secure and maintain in force and effect, without cost to the secretary, a policy of public liability insurance, covering all secretaries in the performance of their duties under which each secretary will be afforded such coverage in the amount of \$1,000,000 for any one incident.

In addition, the Board will also provide a motor vehicle policy that protects the secretary when she is transporting students on a school related trip in a car not owned by the school. This policy shall protect the secretary for \$100,000 per student and \$300,000 per accident maximum.

- B. Whenever any claim is made or any civil action is commenced against any secretary for injuries to persons or property, and while acting within the scope of her authority, the Board will furnish the services of the school attorney to advise the secretary as to the claim and to appear for and represent the secretary in the action, and the Board may compromise, settle and pay such claim before or after the commencement of any civil action.
- C. The Board shall provide to all secretaries and their eligible dependents the MESSA PAK listed below. Secretaries not selecting MESSA PAK plan A will select MESSA PAK B or MESSA PAK C.

Plan A - For employee needing health insurance

MESSA Pak Health Insurance

Long Term Disability	60% of Salary - 90 calendar day modified fill - \$2,500 max. Social Security freeze Alcoholism/Drug Addition & Mental/Nervous same as any other illness Standard offsets
Delta Dental Plan	75/60/60 \$1,000
Negotiated Life	\$30,000 AD & D
Vision	VSP 2

Plan B - For employees not needing health insurance.

One Hundred Twenty Five (\$125) dollars per month cash in lieu.

Long Term Disability	66 2/3 of salary - same as above
Delta Dental Plan	80/80/80 \$1,300
Negotiated Life	\$40,000 AD & D
Vision	VSP 3

Plan C - For employees not selecting any insurance

Two hundred (\$200) dollars per month cash in lieu of.
\$40,000 Negotiated Life AD & D

- ~~D. Coverage shall be for a full twelve (12) month period concurrent with the contract year (July 1-June 30)~~
- ~~E. Insurance options shall be provided at the secretary's cost through payroll deduction.~~
- F. **Health Insurance**

2004-2005 Cap \$1,100.00, up to \$40.00 per pay
2005-2006 Cap \$1,200.00, up to \$45.00 per pay
2006-2007 Cap \$1,300.00, up to \$50.00 per pay

If an employee and their dependents are covered by an equal or superior health insurance to Messa Pak they are limited to Option B or Option C.

**ARTICLE IX
HOLIDAYS AND VACATIONS**

A. All secretaries shall be paid for the following legal holidays, and in addition Easter Monday, or such a holiday, which falls on a weekend whereas, the preceding Friday or following Monday, school is not in session.

1. New Years Day
2. Good Friday
3. Memorial Day
4. Labor Day
5. Thanksgiving
6. Friday following Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. Friday preceding Labor Day
10. Columbus Day
- ~~11. Friday before President's Day~~ —
12. Washington's Birthday or Presidents

Provided that the school calendar is so arranged that school is not held on those days.

B. School year secretaries shall not be expected to work during Holiday recesses.

C. Annual Leave

52 Week employees: one year	(5) five days
two to five years	(10) ten days
six to ten years	(15) fifteen days
eleven year s +	(20) twenty days

Paid vacation accrues on June 30 of each year.

**ARTICLE X
NEGOTIATION PROCEDURES**

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

**ARTICLE XI
GRIEVANCE PROCEDURES**

- A. Same as teachers - no binding arbitration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of July 2004.

Montrose Community School
Educational Secretaries Association

Montrose Community Schools
Board of Education

