

Master Agreement
Between

Monroe Public Schools Board of Education

And

**Monroe City Educational Secretarial
Association MEA/NEA**

July 1, 2005 to June 30, 2008

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TABLE OF CONTENTS

Contents-----	1
Article I: Recognition-----	2
Article II: Association Rights -----	4
Article III: Office Personnel Compensation (Vacation, Holiday)-----	5-6
Article IV: Working Hours-----	7
Article V: Protection of Bargaining Unit Members-----	8-9
Article VI: Layoff and Recall-----	10-12
Article VII: Transfer and Promotion-----	13
Article VIII: Leave Days - With Pay-----	14-15
Article IX: Leave Days - Without Pay -----	16-17
Article X: Insurance-----	18
Article XI: Negotiation Procedures-----	19
Article XII: Grievance Procedure-----	20-22
Article XIII: Miscellaneous Provisions(Inclement weather, course reimbursement)-----	23-24
Article XIV: Resignation-----	25
Article XV: Rights of the Board-----	25-26
Article XVI: No Strike-----	26
Article XVII: Evaluation -----	27
Appendix A-1: Salary Schedule and Compensation Formula-----	28-30
Appendix A-2: Job Classifications-----	31
Appendix A-3: Sick Bank Guidelines-----	32-33
Appendix A-4: Duration of Contract -----	33
Letters of Understanding – Inclement Weather Compensation-----	34

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Monroe City Educational Secretarial Association/MEA/NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining representatives as defined in Section II, of Act 379, Public Acts of 1965; for all Class 1,2,3 secretaries as defined in appendix A-2. Excluded are secretary to Board, secretary to superintendent, secretaries to the assistant superintendents of business and personnel, secretary to business assistant, school accountant, coordinator of fringe benefits, payroll confidential employees, all supervisory employees and all other employees.
- B. 1. Any bargaining unit member who is not a member of the union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the union in an amount equivalent to the dues uniformly required to be paid by members of the union. In the event a bargaining unit member shall not pay such service fee directly to the Association, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this article is just and reasonable cause for discharge from employment.
2. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan Courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article (Article I).
3. The procedure in all cases of discharge for violation of this Article shall be as follows:
- a. The Association shall notify the Board of failure of a bargaining unit member to comply with this Article.
 - b. The Board shall notify the bargaining unit member of non-compliance. Said notice shall provide ten (10) days for compliance.
 - c. If the bargaining unit member fails to comply, the Board shall terminate the bargaining unit member's employment within ten (10) days of the date of notification if paragraph #3.b was processed.
4. In the event the net earnings of an employee is not sufficient to cover Association membership dues for any period, it shall be the obligation of the Association to collect such sums as may be due from the employee concerned.
5. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the first paycheck in September and ending in June of each year. The Association will present the administration with the signed authorization forms each year on or before the Friday preceding the second pay in September. The amount of the deductions will be uniform for all full-time employees and uniform for all part-time employees. The Board shall suffer no liability for its reliance on deduction authorization forms.

6. The Board shall also make payroll deductions, upon written authorization, from bargaining unit members for the credit union, United Way, voluntary political action contributions, annuities or any other programs jointly approved by the Association and the Board. Deductions for voluntary political action contributions shall be made in one standard amount and occur in one pay period. Each year, bargaining unit members must submit authorization for voluntary political action contributions by September 15th.

7. The Association agrees to indemnify and save the Board and its agents, and including each individual School Board Member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and unemployment liability, and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Agreement provided:

- a. In any court action, the employer permits the union to intervene as a party.
- b. The employer allows the union, upon request, to have access to any non-privileged evidence in its possession that may be relevant to any court action regarding this Article.
- c. The union shall have the right to choose the legal counsel to defend such action.

ARTICLE II - ASSOCIATION RIGHTS

- A. The Association and its members have the right to use the school mail provided it is for Association business. No bargaining unit member shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in non-student areas and other presently established media of communication shall be made available to the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when custodial service is required, the Board may make the standard charge therefore and provided further that such use shall be approved by the Principal. No charge shall be made for use of school rooms before the commencement, nor following the close of the regular school day.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and provided further that supervisor approval has been obtained.
- C. All bargaining unit members shall have accumulated leave time, a report of fiscal earnings, and a report of calendar year earnings, reported on each regular pay check stub.
- D. The association shall have the right to use that building equipment designated for general staff use when such equipment is not otherwise in use. Use of other building equipment may be requested of the building principal but is subject to his/her approval. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.
- E. District Technology is intended to be used for district business only. This does not exclude the use of district technology for appropriate union business.
- F. The Board agrees to furnish to the Association in response to its requests such readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs.
- G. The Board will allow bargaining unit members time off to attend state and/or national association workshops, conferences, conventions, and other activities provided that the total of times taken will not exceed twelve (12) days per school year. Released time for arbitration shall not be included in the twelve (12) Association Days. The Board reserves the right to regulate the number of individuals released under this cause. In the event the need for additional days arises, the Association President and the superintendent, through mutual agreement, can extend the days. Requests for Association Days must be submitted at least five (5) working days before the day is requested (except in emergencies), and contain the endorsement of the Association President.

ARTICLE III
OFFICE PERSONNEL COMPENSATION

- A. The salaries and classification of the office personnel covered by this Agreement, set forth in Appendix A-1 & A-2, are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement. Each year all employees shall be eligible to receive a one-step increase until the employee has reached the top step of a salary range for their classification. No step increase shall be granted automatically but each increase shall be based upon at least satisfactory performance by the employee based on the evaluation instrument. The evaluation shall be given to the employee at least by the first working day of April.
- B. All twelve-month bargaining unit members will be granted annual non-accumulative vacations with pay as follows:

<u>Current Employees</u>	<u>Employees after 1/1/2006</u>
12 months - 80 hours	12 months - 40 hours
5 years - 120 hours	5 years - 80 hours
10 years - 160 hours	10 years - 120 hours
	15 years - 160 hours

Vacation time shall be earned from the date of employment to the first succeeding July 1st on the prorated basis the first year and thereafter shall be computed only from July 1st to June 30th each year, so long as employment continues. During the employee's fifth and tenth year, their vacation time will be prorated based on their anniversary date of employment. Vacation time must be earned before using. Eighty (80) hours must be taken while school is not in session and remaining hours at those times least disruptive to school operations and are subject to the supervisor's approval. Holidays occurring during the vacation period shall not be charged against the vacation allowance. A complete year of ten-month service shall be equal to a year of twelve-month service in computing total years of service for eligibility for vacation time. Any person assigned to a twelve-month position and working six months or more shall be entitled to vacation allowance on a prorated basis. Secretaries moving from a 10-month to a 12-month position shall be granted five (5) days of vacation in the first year, prorated.

1. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, office personnel shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.
 2. Employees who have earned at least 120 hours of vacation may choose to carry over and/or turn in for compensation, up to 40 hours of vacation time. Vacation turned in for compensation will be paid at the rate at which it was earned.
- C. Ten or eleven month employees will be granted a service pay on the following basis: five (5) days will be granted after one full year of employment. These employees may choose to use up to 3 service days as vacation time upon approval of the supervisor. Employees who are hired to a ten or eleven month position after January 1, 2006 are not eligible for service pay as above.

D. Paid holidays recognized by the administration are:

<u>12 Month</u>		<u>10 / 11 Month</u>	
1.	Independence Day	1.	Labor Day
2.	Labor Day	2.	Thanksgiving Day
3.	Thanksgiving Day	3.	Day after Thanksgiving
4.	Day after Thanksgiving	4.	Day before Christmas
5.	Day before Christmas	5.	Christmas Day
6.	Christmas Day	6.	Day after Christmas
7.	Day after Christmas	7.	Day before New Year's
8.	Day before New Year's	8.	New Year's Day
9.	New Year's Day	9.	Good Friday
10.	Good Friday	10.	Memorial Day
11.	Memorial Day		

E. The Board agrees that it will not interfere with the rights of its office personnel to become or refrain from becoming members of the Association and that neither the Board and its agents nor the Association and its agents will exercise discrimination, interference, restraints or coercion against any of the office personnel, except it is recognized that some positions are exempt from the Association and will remain so, as defined in Article I, Section A.

F. Any office personnel engaged during the work day in negotiating on behalf of the Association or the M.E.R.C. or participating in any required grievance negotiations, shall be released from regular duties without loss of pay.

G. With the savings generated by a change in carrier for vision and dental in the 1994/95 school year, and as further revised in 1997 and 2005 bargaining, the longevity will be implemented as follows: Longevity will be paid to eligible employees who have 11 full years of service by December 1 on the following formulas.

Employees hired prior to January 1, 2006

Years of Service	2005-2006	2006-2007	2007-2008
11	1400	1550	1755
16	1800	1950	2132
20	2050	2200	2375
25	2400	2550	2685
30	2750	2900	3098

Employees hired after January 1, 2006

Years of Service	Amounts
15-19	1500
20-24	2000
25-29	2500
30+	3000

Longevity will be paid on the first pay in December. Employees eligible for longevity pay who terminate after June 30, but before the first pay date in December, shall receive longevity pay at the time of termination. (A complete year of ten-month service shall be equal to a year of twelve-month service in computing total years of service for eligibility of longevity payment). Those employees who have worked the immediately previous 11 years, 16 years, 20 years, 25 years or more without interruption shall be counted continuously employed. An employee granted a leave of absence shall be continuously employed except the time spent on leave shall not count as service credit towards longevity payment.

- H. Twelve month employees hired after the first of the year and 10 or 11 month employees hired after the second semester will remain on Step 1 until July 1st of the following year.

ARTICLE IV **WORKING HOURS**

- A. The Board recognizes the principle of a standard forty (40) hour work week and will set work schedules and make assignments which can reasonably be completed within such standard work week. The Board will not regularly require bargaining unit members to work in excess of such standard work week within or outside any school operated building. The Board reserves the right to set and determine the hours of work for every employee. It is within the Board's rights to designate a work week of less than 40 hours for employees. In the event a position's normal weekly hours (excluding overtime) are reduced, the employee whose hours have been reduced shall have the rights specified in the Layoff and Recall Procedure.
- B. The regular working day will begin at 8:00 a.m. and end at 5:00 p.m. unless approved by the Personnel Office. Deviations from the regular working day are possible depending on the nature of the work done and the needs of the supervisor. In support of the efficient operation of the schools, site based decision making, and quality education, it is essential for secretaries and supervisors to develop working schedules which allow for reasonable flexibility. Such a schedule may, at times, involve work outside of the regular school day. Secretaries and supervisors will be permitted reasonable discretion in collaborating on scheduling hours of work in a manner consistent with the school and/or district programs and such schedule must be approved by the supervisor. All office employees employed for six to eight hours per day shall be entitled to a duty free lunch period of not more than one hour. In addition, they shall be provided a fifteen (15) minute relief period twice a day. Failure to take a fifteen (15) minute relief period shall not result in a lengthening of the lunch period or a shortening of the eight hour working day unless specifically arranged with the immediate supervisor to cover unusual occasions. If winter break days are scheduled, the regular working day will consist of seven hours.
- C. Bargaining unit members employed for five hours per day shall be entitled to a lunch period equivalent to thirty (30) minutes.
- D. Daily overtime: Overtime is expected to be used only in extreme circumstances and only if it is impossible to adjust the daily schedule to accommodate time either before or after the normally scheduled time. When overtime is computed, bargaining unit members will have the option to receive either the appropriate overtime wages or take compensatory time. Time and one-half shall be paid for time worked over eight (8) hours per day. Weekly overtime: Time and one-half shall be paid for time worked over forty (40) hours per week. A bargaining unit member shall have the right to refuse, with

reason, overtime without prejudice. Emergency overtime shall be approved before asking the bargaining unit member, but not to exceed two clock hours. It is expected that from time to time, bargaining unit members may be required to spend a few minutes beyond the regular day on their job. This is not considered overtime, but shall not be a managerial habit. If a secretary is asked to work up to one hour additional on a seven-hour day, the time will be paid at the straight time rate. A bargaining unit member shall have the right to refuse, with reason, the additional time on a seven-hour day.

- E. The decision to request overtime is the responsibility of the principal or supervisor.
- F. Less than twelve-month employees shall have a normal work year of 200 (10 month) or 220 (11 month) days. The scheduling of reporting and ending days will be at the discretion of the supervisor after consultation with the affected secretary. In any event, all secretaries must report no later than ten working days before the teacher's first report. If a principal or supervisor finds that additional days are needed to complete the work, he/she will schedule these days and they shall be paid at the regular rate of pay. When the date to return to work has been established, employees shall be given a thirty (30) day advance notice, or on the last pay. If an employee reports to work after having been notified and receives no cancellations or change directive, such employee shall be paid two days' wages should the order subsequently be changed.
- G. Less than twelve-month employees shall not be required to work during vacation periods, such as Christmas and Easter.

ARTICLE V **PROTECTION OF BARGAINING UNIT MEMBERS**

- A. The Board will continue its policy of nondiscrimination with respect to any bargaining unit member by reason of race, creed, color, national origin, sex, handicap, marital status or membership in or association with the activities of any bargaining unit organizations.
- B. The Association will continue to admit bargaining unit members to membership and will represent bargaining unit members without discrimination by reason of race, creed, color, national origin, age, sex or marital status.
- C. No bargaining unit member shall be disciplined, reprimanded, suspended, reduced in rank, or discharged without just cause. There will be a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension without pay, with discharge as a final and last resort. Any action taken against a bargaining unit member shall relate only to the said violation and not to other aspects contained in previous evaluations. The Association recognizes that if an employee engages in a serious breach, the employee may be subject to severe discipline. The severity of the discipline may be subject to the grievance procedure.
- D. A bargaining unit member shall be entitled to have present, a representative of the Association during any disciplinary action which such action will become part of the bargaining unit member's personnel file. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a readily available representative of the Association is present. Further, in the event disciplinary action is to be taken, the bargaining unit member shall be advised of the right to representation under this provision of the Agreement prior to action being taken.

- E. If any bargaining unit member is sued as a result of any action taken by the bargaining unit member while in the performance of his/her regularly assigned duties, the Board shall give notice of such suit to its liability carrier. The bargaining unit member shall notify the union president who will notify the liability insurance carrier of the union.
- F. Complaints by a parent directed toward a bargaining unit member shall be called to the bargaining unit member's attention if a permanent record is to be made of such complaint or if such complaint would be used in any future discipline of the employee.
- G. Bargaining unit members will not be required to administer to students more than emergency first aid. When bargaining unit members dispense medication, it shall be in accordance with written Board Policy and the Rules and Regulations.
- H. Bargaining unit members will not be charged with restroom supervision or school detention responsibilities outside of their regular work station on an ongoing basis. Bargaining unit members shall not be required to administer disciplinary punishment to pupils but shall have adult responsibility.
- I. Physical Assault
 - 1. Any case of assault upon a secretary which has its inception in a school centered program will be promptly reported to the principal in writing, who in turn will report it to the Board or its designated representative. The alleged assault will be promptly investigated by the principal, a representative from the Association and the Superintendent or his designated representative. These three persons shall determine whether an assault has occurred, and a proven assault will be administered in accordance with disciplinary mandates.
 - 2. The secretary may request the Superintendent to provide legal counsel to advise the secretary of rights and obligations with respect to such assault.
 - 3. Whenever a secretary is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Worker's Compensation paid for temporary or permanent disability due to said injury) for a period not to exceed two (2) full calendar years from the date of injury. No part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from the attending medical doctor relative to the duration of such absence from the work assignment.
 - 4. Loss or damage of personal clothing that results from a confirmed battery committed upon a secretary while engaging in their clerical duties will be reimbursed up to a maximum of \$100.00.
- J. An employee will have the right to review the contents of his/her personnel file excluding initial references; and to have a representative of the union accompany him/her in such a review.
- K. In any case of a criminal offense upon a bargaining unit member, the district shall cooperate with the prosecutor's office.

ARTICLE VI
LAYOFF AND RECALL

- A. All bargaining unit members shall be considered as probationary until they have successfully completed the sixty (60) calendar day probationary period. Seniority for all bargaining unit members shall be defined as length of service within the district as of each bargaining unit member's first working day. However, seniority shall not be vested until the end of the probationary period even though seniority shall be the primary factor for all layoffs, probationary and permanent alike.
- B. After serving the probationary period, the employee shall not serve another probationary period when moving to a new position on a voluntary basis. In such a move there will be a trial period. This trial period shall not be longer than 45 working days. At any time between the 30th working day and the 45th working day, either the supervisor or the bargaining unit member may choose to return the bargaining unit member to the previous position. By mutual agreement the employee and the supervisor may elect to adjust the time periods above.
- C. Seniority shall be by classification groups. An employee in a higher classification shall accrue seniority in all lower classifications for which the employee is qualified. When an employee is promoted to a higher job category, she takes with her all seniority earned in all lower categories, but is prohibited from exercising it in the higher category for a period of one year.
- D. If two or more employees are hired on the same day, the employee's last four (4) digits of their social security number shall be totaled to determine the highest sum. The employee with the highest sum shall have the higher seniority ranking. If there is still a tie, it will be broken through a lottery. Placement due to the tie breaker shall not be changed.
- E. The employer shall furnish a copy of the seniority list to the union and said list shall be posted in each bargaining unit workplace. Said seniority list shall show the classification seniority of each bargaining unit member, and shall be posted once by December 1. It shall be the responsibility of each bargaining unit member to promptly check the seniority list for accuracy. If a bargaining unit member or the union does not believe that the seniority, and/or classification is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) working days of the list's final day of posting. If no challenges are raised during the above period, the seniority list shall be deemed to be accurate. After this period, the seniority list shall be frozen until reposted the next December 1. The employer shall incur no liability for relying on the seniority list once the challenge period has ended.
- F. During a reduction in the work force, the employee(s) occupying the position(s) to be eliminated will be laid off.
1. The employee whose position is being eliminated may bump laterally the person with the lowest seniority in that classification provided she is qualified, or the second lowest seniority employee in that classification if the bumping employee's qualifications are a problem.
 2. If the displaced employee cannot bump laterally (as provided in 1 above) she may go to the next lower class and bump the lowest in seniority or succeeding lower classes if necessary, provided she is higher in seniority and is qualified, or

the second lowest seniority employee in that classification if qualifications are a problem.

3. Such employees displaced by this process shall be able to exercise the same rights as described above. Any employee being moved down to a lower classification due to a lay off will retain the right to return to that higher classification for a period of one year providing she can fulfill the qualifications.
 4. An employee exercising her seniority rights over a less senior employee may elect to bump either the least senior employee in her own work year category; i.e., 10 month or 12 month, or she may elect to bump the least senior employee in the other work year category.
 5. In the event the bargaining unit member has insufficient seniority to retain a position, the bargaining unit member will be laid off from employment with the school district.
 6. Bargaining unit members scheduled for layoff for an indefinite period of time shall be given fourteen (14) calendar days written notice before said layoff shall be effectuated. Said notice shall be by certified mail, return receipt requested. It shall be the responsibility of the bargaining unit member to leave the correct address and/or forwarding address with the Personnel Office.
- G. Recall shall be in inverse order of layoff provided the bargaining unit member recalled has the necessary seniority and the qualifications to satisfactorily do the work. Notice of recall shall be by certified mail, return receipt requested. The bargaining unit member shall have fourteen (14) days to report for work after the receipt of such notice.
- H. Seniority shall continue to accrue during layoff but shall not increase by more than six (6) months while on actual layoff, and in no instance shall seniority accrued during layoff exceed seniority accrued prior to layoff. Bargaining unit members shall accrue seniority during leaves specified as seniority accruing leaves in Article IX, Section 9 of the Agreement.
- I. Seniority shall be broken for the following reasons:
1. Resignation.
 2. Retirement.
 3. Discharge as per Article V, Section C.
 4. If the bargaining unit member is absent for three (3) consecutive working days without notifying management, unless extenuating circumstances exist.
 5. The bargaining unit member fails to report for work on the fifteenth (15th) calendar day after receipt of a recall notice. Extenuating circumstances for failure to report for work shall be considered and, if approved, shall result to reinstatement to the position for which the bargaining unit member was recalled or, if said position is filled, to the next available position within the same classification from which the bargaining unit member was originally laid off, or to a lower classification.

6. The employee falsifies his/her employment records or falsifies the reason for an unpaid leave of absence.
 7. Seniority shall be broken if the employee is laid off for more than one year or longer than the period of time of their accumulated seniority, whichever is greater.
- J. A bargaining unit member who transfers to a position excluded from the bargaining unit, and who subsequently returns to the bargaining unit, shall have such seniority as he/she held prior to leaving the bargaining unit.

ARTICLE VII
TRANSFER AND PROMOTION

- A. When vacancies occur in any bargaining unit position or when a new position is created, an announcement containing a job description, classification and pertinent information relating to the position will be posted electronically as specified in this paragraph.
- B. No vacancy shall be filled except on a temporary basis until such vacancy shall have been electronically posted with all bargaining unit members for at least seven (7) school days. In the event school is not in session, bargaining unit members shall be notified by electronic mail of any existing vacancies. 10 or 11 month bargaining unit members who may not have ready access to email during the summer period may make written request each year to receive such posting by mail. Bargaining unit members desiring to be considered for an announced vacancy must make written application to the designated administrative office during the posting period. All those applying who have the posted qualifications shall be granted an interview and will be notified of the decision regarding the appointment in writing.
- C. The Association President shall be furnished an electronic copy of each posting and a notice of the final decision within three (3) working days.
- D. In the event it is necessary to use someone in a full or part-time position (other than a substitute), such position shall remain for no more than sixty (60) calendar days at that pay rate after which it must be electronically posted or abolished. In the event the person filling such position applies upon the proper posting of the position (this may be less than forty hours), the probationary period may be waived after the employee has worked sixty (60) calendar days.
- E. In the event a bargaining unit position is vacated due to, but not limited to, a resignation, termination, or transfer, a substitute may work up to a maximum of 60 work days. Substitutes may work longer than the 60 work day maximum only if an appropriate bargaining unit member is not available to fill the vacated position.

ARTICLE VIII
LEAVE DAYS - WITH PAY

- A. Bargaining unit members will be allowed one day sick leave per month plus two days for business leave per year which, if not used, will be added to their individual sick leave bank accumulative to 120 days. An employee absent from duty due to disability covered by the sick leave policy, shall be paid full salary for a period of said absence not to exceed the allowed time in any one year, except when additional time has been accumulated. All employees absent due to the illness of members of their families may choose to deduct those days from their sick leave. Family is defined as father, mother, brother, sister, husband, wife, child or member of the immediate household residence. Absence due to extremely serious illness of parent-in-law or grandparents also may be deducted from these days, if the employee chooses.
1. Bargaining unit members who have accumulated 120 days sick leave shall be paid at the rate of 35% of the regular rate for each unused sick/business day in excess of the 120 day limit. Payment is to be made at the end of the school year. Notice of accumulative sick leave shall be included with salary notifications. Secretaries who end a fiscal year with 120 or more accumulated sick days in their individual sick leave bank shall be credited with a third business day the following fiscal year.
 2. Terminal pay, upon retirement and after 20 years of service, will be in the amount of 3/4 of the accumulated individual sick leave and after 15 years of service in the amount of 1/2 of the accumulated individual sick leave, at the regular rate of pay. As an alternative, employees leaving the district with at least fifteen (15) years but less than twenty-five (25) years as a member of the bargaining unit shall receive \$150 for each year of service. Those with 25 or more years of such service shall receive \$300 for each year of service.
 3. Bargaining unit members who do not use any sick or business time will be eligible for a bonus payment of \$500 for 12-month employees and \$300 for 10 and 11-month employees. For each of these days used, 25% will be deducted from the bonus to be paid at the end of the fiscal year. An employee must have been employed by December 1 of the fiscal year to qualify for a prorated bonus under this clause.
- B. Sick Leave Bank: At the beginning of each school year, under this contract, each bargaining unit member shall contribute one sick leave day per year of this contract to a sick leave bank. If at any time the sick leave bank falls below 50 days, each bargaining unit member shall contribute one additional day. These days shall be matched by the Board. These directions for the use of the sick leave bank are contractually agreed upon and are included in Appendix A-3.
- C. The employee will notify their principal or supervisor immediately upon discovery that leave is required. Leaves of absence will be applied for in writing except in cases of emergency. Employees will apply on the form provided by principal or supervisor. Notification of disposition of said request will be given to the employee before dates of requested leave. Employee may request work of such disposition by direct telephone call to the Personnel Office if it has not been received.

- D. Other leaves of absence, with pay, will be granted as follows:
1. Court Appearance: Court appearance as a witness in any case connected with the office personnel's employment or the school; or whenever the employee is subpoenaed to attend any court proceedings. These days shall not be deducted from sick leave or business leave days. It is understood by the foregoing provision that; if the employee is dismissed before three (3) hours from the end of his/her work day, he/she shall be required to work for the balance of his/her day provided it is possible.
 2. Jury Duty: Any office employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If any employee who has completed his/her probationary period is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror and his/her normal week's pay, provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied for jury duty. In those cases where additional time is demanded due to the nature of the duty, a request for additional time will be considered by the Superintendent or his designee. It is understood by the foregoing provision that; if the employee is dismissed within three (3) hours from beginning of his/her work day, he/she shall be required to work for the balance of his/her day provided it is possible. To be eligible for jury pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.
- E. Leaves of absence, with pay, chargeable against the employee's sick leave will be granted as follows:
1. Two (2) days each year for legal, business, religious, household or family matters which require absence from regular working assignments will be allowed. Application on agreed upon form, for such leave except in the case of emergencies will be made at least twenty-four (24) hours before taking such leave and is subject to the approval of the principal or supervisor.
 2. Leave days as approved in E.1 are construed to include but not limited to use for conditions or emergencies or catastrophes such as:
 - a. Fire, accident or pall bearer.
 - b. Required court appearances.
 - c. Immediate member of the family leaving for service.
 - d. Graduation of member of the immediate family or the employee himself/herself.
 - e. Doctor's appointment that cannot be scheduled at another time.
- F. Funeral Leave
- a. Up to 3 days may be granted for the purpose of bereavement and funeral attendance in the event of each death of an immediate family member; (immediate family is defined as mother, father, spouse, son, daughter, brother, sister, or guardian).
 - b. Up to 3 days per year may be granted for the death of grandparents, grandchildren, current in-laws, for the purpose of attending the funeral.

- c. A funeral day for the death of an individual not covered in "a" and "b" above may be granted at the discretion of the superintendent and such approved time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick leave bank, the day will be deducted from the following year's allotment.
- d. It is understood that the first period of bereavement under this section per school year is allotted without deduction from the attendance incentive included in section A-3 above.

ARTICLE IX
LEAVES OF ABSENCE - WITHOUT PAY

- A. Leaves of absence without pay may be granted for any of the following reasons:
 - 1. All bargaining unit members may be granted a health leave after their accumulated sick leave is depleted and their health, or the health of a member of the immediate family, which shall be defined as parents, spouse, children, siblings, parents-in-law, or dependents of the immediate household residence, warrants it up to a maximum of six (6) months. Said leave may be extended upon approval of the superintendent's designee. When the health of the bargaining unit member, or that of the member of his/her immediate family, as defined above, permits his/ her return, he/she shall so request of the superintendent's designee.
 - 2. A bargaining unit member may take a short, unpaid leave of absence (one to six weeks) due to disability because of child delivery.
 - 3. A leave of absence for maternity and/or child care may be granted for up to one (1) year. A written request must be submitted and approved prior to the start of any leave or extensions thereof. Original leaves and extensions shall not exceed one (1) year. When the employee is re-employed, it will be to the same or equivalent position, if possible.
 - 4. All bargaining unit members availing themselves of leave provisions 1, 2, and 3 above may be requested to verify the time used with a physicians statement. Further, return to work shall be contingent upon the employee's ability to return to unrestricted employment. The employer, if it feels that the employee is not able to return to unrestricted employment, may request, at its own expense, a second physician's statement from its own physician. In the event the employee is not approved for unrestricted employment by the employer's physician, the parties shall request an examination by a mutually agreeable third physician who shall determine whether the employee is capable of working without restriction. The third party neutral physician's examination shall be binding for no less than two weeks nor more than three months. At the expiration of such period, either party may request the employee be examined by a third mutually agreeable physician. The cost of all such examinations by third party doctors shall be shared equally between the employee and the employer.
 - 5. Office employees who are officers of professional organizations such as MEA, NEA and MCESA or are appointed to its staff, may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the aforementioned organizations. Employees given leaves of absence shall be held

at the step and position at the time of leave for a period of one (1) year. After that, they must return or resign.

6. A leave of absence without pay may be granted at the discretion of the superintendent. A written request for said leave must be submitted to the superintendent and approved prior to the beginning of the leave or any extension thereof. The leave may be extended by the superintendent. When the employee is re-employed, it will be to the same or equivalent position if possible. The leave and any extension shall not exceed one year.
7. Leaves of absence without pay may be granted upon written application for the purpose of further educational study if approved by his/her immediate supervisor and the superintendent's designee.
8. All requests for leaves of absence will be applied for and granted in writing and must be applied for at least sixty (60) calendar days prior to its commencement, except in cases of emergency.
9. A bargaining unit member on a leave of absence (more than sixty (60) calendar days) may return, upon the expiration of his/her leave, to his/her former position, or to another position in the school system, providing:
 - a. A position is available (vacant).
 - b. The person is qualified to assume the responsibilities of such position.

In the event no position is available (vacant) or if the person does not possess the necessary qualifications for the vacant position, he/she shall receive notice of openings by certified mail, return receipt requested. The bargaining unit member shall have fourteen (14) calendar days to report for work after the receipt of such notice. The person shall continue to receive such notice until they are returned to employment or their seniority is broken by any of the reasons specified in Article VI, Section J. An employee on a leave of absence due to the employee's illness or disability shall on the expiration of his/her leave be reassigned to his/her former position or an equivalent position provided the employee on such leave has not been given notice of layoff while on such leave.

10. All bargaining unit members on leave of absence (less than sixty (60) calendar days) may return, upon the expiration of their leave, to their former position.
11. An employee on disability/sick leave shall accumulate seniority for the duration of the leave up to one year. An employee on maternity/child care leave shall accumulate seniority only for the period of actual disablement.
12. Eligible bargaining unit members are entitled to benefits under the federal Family and Medical Leave Act. Copies of Board policies related to this act are available on the district public server.

ARTICLE X
INSURANCE

- A. The Board shall provide MESSA Choices II health care benefits with a \$10 / \$20 prescription copay option. If another carrier should be substituted, equal or better coverage will be maintained. Every twelve (12) month or less than twelve month employee in this district shall have the right to participate. Bargaining unit members on leaves of absence covered by Article VIII may continue under group coverage. However, during this time, the bargaining unit member shall be responsible for submitting premium payments directly to the Board. If the employee resigns or is terminated, they will be dropped from the Board's group coverage. In the event of work stoppage or withholding of service by bargaining unit members, insurance costs will be the responsibility of the bargaining unit members involved. It is understood that any member of the bargaining unit covered by any other employer (i.e. a spouse's employer) is not eligible for the above coverage.
- B. Bargaining unit members covered by any other employer (i.e. spouse's employer) and eligible for Board paid health and hospital insurance who are not covered by the Board paid health and hospital insurance shall be eligible to receive 75% of the single rate of Messa Choices 2 insurance paid towards the purchase of mutually agreeable option programs. As of July 1, 2004 this amount is capped at \$317.57. The parties agree that the school has no obligation to provide benefits other than those specified in Article X, above.
- C. The Board will provide each secretary with a self-funded SET/SEG administered dental program for the employee and eligible family. The dental plan will provided a schedule of benefits equal to Delta Dental Plan D (Class 1 and 2, which is a 70/70 plan with an orthodontic rider of \$500.00).
- D. The Board will provide each secretary with a self-funded SET/SEG administered vision program for the employee and eligible family. The vision plan will provide a schedule of benefits equal to the MESSA Vision Plan 3 plus.
- E. The Board will provide life insurance \$10,000/AD & D for the employee.
- F. Employees that work less than full time shall have school district's contributions towards insurance benefits prorated. It is the responsibility of the employee to either prepay the remainder of the insurance premium or to arrange for an approved payroll deduction plan.

ARTICLE XI
NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by the Agreement, but of common concern to the parties, shall, upon consent of both parties, be subject to negotiations between them from time to time during the period of this Agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least ninety (90) days and not more than 150 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board of Education.

- C. In any negotiations it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been signed by the representatives of the parties.

ARTICLE XII
GRIEVANCE PROCEDURES

- A.
1. A grievance is an alleged violation, misinterpretation, or misapplication of this Agreement.
 2. The "grievant" is the employee or union alleging violation of the specific and express terms of the Agreement.
 3. "Days" means "work days"; i.e., Monday through Friday excluding holidays and times when the Administration Building is closed. It is understood that any continuing violation may be filed at any time.
 4. The term "grievance" as defined above shall not apply to:
 - a. The provisions of insurance contracts as long as the employer pays the correct premiums and the insurance meets or exceeds the negotiated specifications.
 - b. The termination of services of any probationary employee.
 - c. Employee evaluations which are procedurally correct and which are average to above average.
 5. All grievances shall be handled by the following procedures:

Step 1 - The grievant, either alone or with an Association representative, shall first discuss the grievance with the supervisor within ten (10) work days of the alleged occurrence in an attempt to resolve the grievance informally.

Step 2 - If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the supervisor within ten (10) work days after the original informal conference under Step 1 of this procedure. The written grievance shall be presented to and discussed with the immediate supervisor by either the grievant or the union. Within ten (10) work days after receipt of the written grievance, the supervisor shall render his/her written decision to the union and the grievant.

Step 3- Within five (5) work days after the receipt of the supervisors written decision, the grievance may be (by the union or grievant) appealed to the Superintendent's designee. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2. Within ten (10) work days after receipt of the appeal, the Superintendent's designee shall investigate the grievance and shall communicate his/her findings in writing to the union, grievant, and to the supervisor.

Step 4 - If the alleged grievance is not resolved at Step 3, the grievant or the union may submit the grievance to the Board of Education within five (5) working days after receipt of the written decision of the Superintendent's designee. The Board shall hear the grievance within ten (10) work days of receipt and shall render its written decision within five (5) work days of the hearing to the grievant and the union.

Step 5 - If the grievance remains unresolved at the conclusion of Step 4, it may be submitted to binding arbitration at the request of the union provided written notice of the intent to arbitrate is delivered to the Board within

twenty (20) working days after the receipt of the Board's written decision under Step 4. The arbitrator shall be selected under the rules of the American Arbitration Association.

Step 6- Written Grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or union representative;
- b. It shall contain a synopsis of the facts giving rise to the alleged violation;
- c. It shall cite the section or subsections of this contract alleged to have been violated;
- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

Step 7- Any written grievance not in major accordance with the above requirements may be rejected as improper.

- B. No more than one (1) grievance may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties.
- C. It shall be the function of the Arbitrator and he/she shall only be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. His/her powers shall be limited by the following:
 1. He/she shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
 2. Any award of wages made by the Arbitrator based upon an alleged miscalculation of a paycheck shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed.
 3. He/she shall have no power to establish salary scales.
 4. He/she shall have no power to hear any matter for which there is recourse under State or Federal statutes or remedial procedure or forum established by law or by regulation having the force of law including but not limited to (Michigan Civil Rights and EEOC).
 5. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement. However, the Arbitrator may use past practice to give meaning or definition to ambiguous contract language.
 6. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision on its merits, however, the Arbitrator may make recommendations.
 7. The Arbitrator shall have no power to establish or change any insurance policy where the terms of the policy have been mutually agreed upon and the policy meets the agreed upon requirements.
- D. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and

neither party shall be responsible for the expenses of witnesses called by the other.

- E. Any established claim for overtime not actually worked shall be remedied by allowing the employee to work an equivalent amount of time.
- F. Claims for Back Pay - All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed. In no event, shall back pay exceed sixty (60) days.
- G. A grievance may be withdrawn at any step without prejudice.
- H. If the Board and/or its representatives believe there has been a union violation of the Agency Shop Clause (Safe Harmless) or No Strike Clause, it may file a grievance with the Union. Such grievance shall be in writing and shall set forth the issue involved. Representatives of the parties shall meet within five (5) school days after receipt of such grievance and work toward the resolution of the issue. Any grievance filed by the Board shall be initiated at Step Three level by serving a written copy thereof upon the Union President.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be provided in electronic format. The Board will provide an electronic copy of the Agreement for each bargaining unit member. New bargaining unit members shall receive appropriate insurance and retirement forms at time of hire.
- B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the union and employees in the bargaining unit and in the event any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. The State of Michigan provides school districts with thirty hours of "grace time" that is, the first thirty hours when pupil instruction is not provided because of conditions not within the control of school authorities can be counted as days of pupil instruction. For as long as this law remains in effect, the following terms shall be applied to Association members.
- D. When school is canceled and official public notice over publicized radio and television stations is announced, bargaining unit members shall not be required to report to work in accordance with the following stipulations:
- E. Ten Month Personnel
Ten month personnel will not report for work on days when school is canceled due to severe weather. Ten month personnel shall receive their regular daily compensation for any "grace days" not worked due to school cancellation. All other days not worked due to school cancellation shall be considered deduct days. All ten month personnel shall report on days rescheduled due to severe weather and shall receive compensation for these rescheduled days.
- F. Twelve Month Personnel
Should school be canceled by official public notice due to severe weather, 12 month secretaries will not be required to report. On any consecutive day classes are canceled because of weather conditions, all 12 month union members are required to report at their regular time, but with due caution for personal safety. If the administration determines that driving conditions have seriously deteriorated throughout the area, the union president will be notified by 6:00 AM, if possible, and directed to notify the affected members not to report and they will receive normal compensation for the day. For those 12 month secretaries who do not report as above, the day will be treated as a deduct day for payroll purposes. Twelve month members who agree upon request to report on a day on which they were not required, will be entitled to an equal amount of straight compensatory time. Twelve month employees who choose not to report upon request will not be penalized in any way.
- G. At such time that changes in the State law concerning "grace days" occur, the provisions of Article XIII Section C are subject to re-negotiation between the parties to this agreement.
- H. No bargaining unit member shall be required to remain in a building more than three (3) hours due to the loss of electricity, water or heat below 60 degrees. If released, the employee must be available to report within a reasonable time if the problem is corrected.

- I. As a condition of employment, all newly hired bargaining unit members will be required to have a physical examination. The expense of this examination is borne by the employee. The Board of Education will reimburse this expense when the Human Resource Office is presented with a receipt from the doctor or a bill. Subsequent examination may be required by the Board of Education whenever it is deemed necessary. The Board will pay this expense.
- J. All new employees must present the Human Resource Office evidence of a negative intra-dermal tuberculin test of x-ray.
- K. A bargaining unit member directed by the building principal to drive his/her personal automobile for school business shall receive a mileage allowance as set up by the school district. It is understood that this is on-the-job participation.
- L. When a bargaining unit member upgrades their secretarial skills by taking courses which have been previously approved by the Monroe Public Schools' Board of Education (upon proper application) tuition, and book fees incurred will be assumed by the Board upon successful fulfillment of the subject. This payment is limited to \$400 per course. Anything over a 3 credit course will be eligible for an additional \$100 per credit hour. When a bargaining unit member is required by the Board to upgrade his/her skills by taking courses, all expenses incurred will be assumed by the Board.
- M. A bargaining unit member who is approved to seek and then achieves and maintains an appropriate certification will be entitled to additional hourly compensation. Such appropriate certification(s) will be compensated in \$.25 increments with a maximum for any employee of \$1.00 per hour. The district reserves the right to determine what areas of certification are appropriate for additional compensation and such decisions are not subject to the grievance procedure.
- N. All bargaining unit members who are required to handle money shall be bonded by the employer.
- O. Any night or large deposit made, the bargaining unit member shall call the proper police agency for assistance.
- P. Secretaries who work in a building with a shared time principal, will report to the designated contact person when the regular principal is out of the building. If these secretaries choose to take a half-hour lunch and remain in the office during this half-hour lunch, they will be compensated for that half-hour at one and one-half times their regular pay.
- Q. The parties recognize a continuing need to maintain and upgrade software skills as necessary. Implementation of software programs may necessitate basic training which will be offered within working hours. Following such training, bargaining unit members may be tested for proficiency. Bargaining unit members who test at less than proficient shall be offered remedial training.

ARTICLE XIV
RESIGNATION

- A. All bargaining unit members shall give a two (2) week notice of resignation to their immediate supervisor with a copy to the superintendent's designee. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless, under extenuating circumstances, special permission is granted by the superintendent or his designee.
- B. Any bargaining unit member who discontinues their service with proper notice, does not forfeit his/her right to earned vacation and/or sick leave pay or retroactive pay that is in the process of being negotiated when the bargaining unit member terminates services.

ARTICLE XV - RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board.
 - 1. The executive management and administration control of the school system and its properties, facilities, equipment and the activities of its employees during working hours.
 - 2. Hire all employees and subject to the provisions of law and this Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, lay-off or demotion and to promote and transfer all such employees.
 - 3. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of operations.
 - 4. Adopt rules and regulations.
 - 5. Determine the number of locations or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities thereof.
 - 6. Determine the size of the management organization, its functions authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
 - 7. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
 - 8. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto and the terms and conditions of employment which shall be expressed verbally or in writing to all employees at the time of employment.
- B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.

- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the superintendent under the laws or constitution of the State of Michigan, specifically the rights and responsibilities as conferred under the School Code is preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein.

ARTICLE XVI - NO STRIKE

- A. It is agreed that the union, union officials and union members shall not authorize, encourage, condone or support a strike (the concerted failure to report for duty or willful absence of bargaining unit member from his/her position or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee duties) for any purpose whatsoever. Any employee taking part in a strike or work stoppage during the life of this Agreement shall be subject to discharge or other discipline as established by this employer. The severity and the appropriateness of the discipline and discharge may be subject to the grievance procedure.
- B. If any employee or employees represented by the union should violate the intent of this section, the union will take positive measures to effect a prompt resumption of work.

ARTICLE XVII - EVALUATION

- A. Each employee's job performance may be evaluated annually in writing.
- B. If the employee has any questions regarding his/her evaluation, the employee may request a conference regarding the evaluation.
- C. It is recognized that the evaluating administrator shall consult with other appropriate personnel involved in the bargaining unit members work assignment in determining the evaluation of the bargaining unit member. If the bargaining unit member is not to be evaluated by her immediate supervisor, the bargaining unit member shall be advised of this fact in a reasonable time period.
- D. The Association agrees that work in education is an integrated process that frequently involves overlapping duties between bargaining unit members and other individuals. The Association, therefore, may request a meeting with the administrator if the Association has reason to believe that a bargaining unit member was placed on layoff as a result of the assignment of duties which are the primary duties of the bargaining unit member.
- E. The evaluation report shall be signed by the employee if it is acceptable. If the employee does not agree with the evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report.
- F. If discharge (or a disciplinary demotion) of a bargaining unit member is to be considered because of inadequacies observed in the bargaining unit member's work, such action must be preceded by:
 - 1. Clear direction to the bargaining unit member that he/she must improve and the consequences of failure to do so.
 - 2. Opportunity and time for the bargaining unit member to make improvement upon mutual agreement of both parties.
 - 3. Identification of the specific ways in which the employee is to improve and documented direction from administrators and school district resources to help the bargaining unit member improve.

APPENDIX A-1
SALARY SCHEDULE

- A. Assignment to a job of higher classification will be to the same experience step level in the new classification.
- B. Assignment to a job of lower classification will be to the same experience step level in the new classification.
- C. The Board may grant experience credit on the salary schedule at the appropriate classification for previous similar work experience which shall be agreed upon at the date of hire.

Salary Schedule 2005 /2006 *

	Class One		Class Two		Class Three
Step	1.5%	Step	1.5%	Step	1.5%
1	\$11.88	1	\$11.47	1	\$11.20
2	\$12.23	2	\$11.87	2	\$11.52
3	\$12.60	3	\$12.23	3	\$11.91
4	\$12.99	4	\$12.61	4	\$12.26
5	\$13.40	5	\$13.02	5	\$12.63
6	\$13.81	6	\$13.42	6	\$13.04
7	\$14.24	7	\$13.85	7	\$13.43
8	\$14.69	8	\$14.29	8	\$13.85
9	\$15.13	9	\$14.75	9	\$14.28
10	\$15.61	10	\$15.23	10	\$14.73
11	\$16.10	11	\$15.70	11	\$15.18
12	\$16.72	12	\$16.30	12	\$15.75

Red Line: 3% \$17.16

*See **Compensation Formula** for potential adjustments to the above scale.

Year 1: 1.5% increase: Years 2 and 3 based on one of the following options, whichever yields the greater increase:

- a. Based strictly on the attached compensation formula.
- b. Provided the 10/20 drug card rider yields at least an 8.7% or greater savings over the same plan with a 5/10 drug card rider, there will be a minimum increase of 1% on the salary schedule.
- c. There will be a minimum increase of ½%.

Compensation Formula

For the 2005/2006 fiscal year the basic salary schedule will be set at 1.5% of the wage scale. In the subsequent years the formula will be enacted based on a total package concept with an adjustment based upon the official FTE September enrollments as outlined below.

For subsequent years of the contract there shall be a salary adjustment. It is the intent of the parties to use the following formula as a guide to determine the total compensation package.

1. The total compensation package percentage shall increase the same as the per pupil basic foundation grant with the following provisions:
 - a. Shall include the costs of any mandated programs.
 - b. Shall include other fixed costs including but not limited to, retirement, FICA, increments, classification changes, worker compensation, and all other personnel costs related to the secretary group.
 - c. Also to be considered and included is the student count for any adjustments after verification of the fall count as follows:
 - For 2006/07 we will use the official count from September 2005 as verified by the ISD as the base. The same concept will be used in 2007/08
 - If at the official September student count we fall 50-100 less students (FTE's) than in 1, there will be a proportionate reduction of ½% on the salary base.
 - If at the official September student count we increase 50-100 more students (FTE's) than in 1, there will be a proportionate increase of ½% on the salary base.
 - Staffing increases or decreases will be absorbed first. Every attempt will be made to absorb the loss through attrition before reducing the compensation package.
 - Adjustments in the compensation package in these years will be determined and implemented by or before the first pay period in December.
 - It is understood that in years 2006/07 and 2007/08, there will be three options to determine a minimum guarantee on the salary schedule, as previously outlined. This guarantee will be factored in to other fixed costs as outlined in this formula.
2. A further factor to be considered will be the general fund balance as determined by the district's independent auditor. As each year's audit is completed and reported to the Board any increase in the fund balance in excess of 10% of the budget (based upon unexpended funds remaining after all liabilities covered) shall be shared as follows:
 - a. Budget carryover for buildings and major departments (not to exceed in the aggregate, 15% of the fund equity), as well as the warehouse inventory is exempt and will not be counted as excess. In addition, the audited carryover for computers and professional development which is not expended will not be counted as excess.

- b. 50% of the excess over 10% of the budget will be shared with the secretarial group based upon a formula utilizing a pro rata percentage of the secretary compensation package percentage of the district compensation budget.
 - c. For each year the employee has been a secretarial employee for Monroe Public Schools, the employee will receive 1 point including their current year. The total points will be added together and divided by the available amount of dollars and the dollar amount will be assigned to each point. Whatever number of points each employee has will determine their pay-out with every effort to be completed in December of the current year.
 - d. Any stipend under this section will not increase an employee's salary for the following year and a stipend paid in one year should not create an expectation of any stipends being paid in future years.
3. The parties recognize that any dispute which arises from the application of this salary computation formula shall be processed through negotiation, mediation/fact finding, not the grievance procedure.

APPENDIX A-2
SECRETARIAL CLASSIFICATIONS

- A. The three secretarial classifications will be identified as follows:
1. **Classification I – Senior Administrative Secretaries:** Persons in this classification will report directly to a full-time administrator of director level or central office level or perform executive duties in a department which operates at the central office level. This classification will include secretary to director; business office secretary; child accounting secretary, high school principal secretary, and Monroe Middle School principal secretary.
 2. **Classification II - Administrative Secretaries:** Persons in this classification will report directly to full-time building or department administrators. They will assist in the smooth operation of the office and the building as well as to assist in the implementation of district practices and procedures with the administrator in charge. This classification will include secretary to building administrator, technology secretary, attendance secretaries at Monroe High School and Monroe Middle School, and secretary to childcare coordinator.
 3. **Classification III - Secretaries -** Persons in this classification will report indirectly to a building or department administrator and/or directly to part-time administrators, or will assist in specialized departments. They will assist in the smooth operation of their department as well as the building where necessary and when directed. This classification will include receptionist secretary; media secretary; community education secretary; music/career center secretary; transportation/maintenance secretary; warehouse/elections secretary; textbook control secretary.
- B. All Classification II and III secretaries in a building are responsible directly or indirectly to the principal in charge. A building principal may designate direct supervision responsibilities to an assistant. The principal retains the right to assign tasks as necessary for the coordinated and efficient operation of the building and the implementation and execution of district practices and procedures.
- C. All Classification I secretaries are responsible directly to the director or executive level administrator in charge of the department in which they work. That supervisor shall assign tasks as necessary to ensure coordination between that department, the school buildings and departments, and the school district.
- D. In any elementary building where the ratio of K-5 students per bargaining unit member exceeds 300 students on the official count day of each semester (audited) the bargaining unit member(s) in that building will receive an additional compensation of \$200 per semester payable prior to the end of the second semester.

**APPENDIX A-3
SICK LEAVE BANK GUIDELINES**

1. Written medical verification shall be given with each application to the sick leave bank.
2. Upon depletion of a member's leave during an extended illness or disability, application may be made to the Sick Leave Bank Committee.
3. After a 5 day unpaid waiting period, sick leave bank days may be granted for an extended illness or disability. The maximum number of sick days that may be awarded by the Sick Leave Bank Committee will be based on the annual allotment of sick days in the contract and the number of years of service in the Monroe Public Schools, not to exceed 120 days. ie:

2 years service = 24 maximum days that may be allotted.
5 years service = 60 maximum days that may be allotted.
4. Sick leave bank days will be granted for serious or critical personal illness or disability of bargaining unit members only.
5. The Sick Leave Bank Committee reserves the right to require a second physician's report from a physician mutually agreed upon by the committee and the applicant, at the applicant's expense.
6. The Association shall administer the sick leave bank and approve or deny all applications. If an application is not approved, the applicant may reapply once, provided they will submit additional information. Days will not be granted without a signed statement from the physician.
7. Sick leave bank days may be granted - per medical report and individual request - as full days or half days.
8. Requests for sick leave bank days shall be made in writing; a sponsor or power of attorney signature will be acceptable when the member is incapacitated.
9. As each bargaining unit member has 5 days credited to the sick leave bank of the Association and completed two years of service, they have a 12-month term insurance relationship.
10. The district payroll department must be notified in writing by the chairman of the sick leave bank or the total committee as to the number of days granted to each individual in step with payroll per days.
11. All information supplied to the Sick Leave Bank Committee shall be held in confidence.
12. Any member of the Association on a leave of absence is ineligible for the sick leave bank.
13. The Association shall maintain, as an open account, accurate records of the Association sick leave bank and will have a written statement at the end of the contract year.
14. Any pay deducted from an employee's salary prior to the sick leave bank application WILL NOT be reimbursed.

15. At the end of this agreement, should there be 150 or more unused sick leave days in the Association sick leave bank, the Association shall hold these days for all participating Association members. The full membership shall return to the full 12 days leave per previous contracts. New hired staff shall buy into the bank with 5 days during the first year and only after two years of service shall have equal rank as all other previously participating members.
16. These guidelines are contractually agreed upon and may be amended by mutual agreement with the Sick Leave Bank Committee, Executive Board and the administration.

Effective This Date, May 25, 1983.

**APPENDIX A-4
Duration of Contract**

This agreement shall be effective upon ratification by both parties and shall remain in effect from July 1, 2005 until June 30, 2008.

Monroe City Educational Secretarial
Association

Monroe Board of Education

Cathy Osborne, President

David Vensel, President

Suzanne Maniaci, Chief Negotiator

David Taylor, Superintendent

A copy of the actual signatures on this agreement are filed in the Personnel Office.

LETTER OF UNDERSTANDING

Should school be delayed by fog, it is expected that all members will make a continuing effort to arrive at work at the earliest possible time, but with due caution for personal safety. All secretaries are expected to be in their buildings at least 30 minutes after our buses begin their first runs for the day. (On a two hour delay, the buses begin their runs at 8:00 AM.) Secretaries would be expected to be at their duty stations at least by 8:30 AM or their regular starting time if it is later.

LETTER OF UNDERSTANDING

In order to avoid disruptions to the regular pay of a ten or eleven month bargaining unit member due to deduct days resulting from school cancellation as defined in Article XIII, Paragraph C Snow Days, ten or eleven month bargaining unit members will receive pay for such deduct days with the payment being charged against their annual allocation of service days pay.

LETTER OF UNDERSTANDING

In order to avoid disruptions to the regular pay of a twelve month bargaining unit member on the second consecutive day of school cancellation due to weather conditions as defined in Article XIII, Paragraph C, Snow Days, a twelve month bargaining unit member may use a vacation day in lieu of the deduct.