

2010-2012
CHEBOYGAN AREA SCHOOLS
Secretarial Personnel Agreement

I
AGREEMENT

This Agreement, made and concluded this 11th day of October, 2010, by and between the Cheboygan Area Schools Board of Education, Cheboygan, Michigan (hereinafter called the "employer"), and the Secretaries (hereinafter called the "employee").

II
RECOGNITION

The term "employee" as used in this agreement shall be understood to mean all secretaries.

III
GRIEVANCE PROCEDURE

A grievance shall be defined as a violation of the Board policy regarding any employee.

A. Preliminary Procedure:

A grievance may not be submitted until after a meeting has been held between the person filing the grievance and his/her supervisor to discuss the matter.

B. Step I: Supervisor Hearing

Grievances shall be submitted, in writing, and must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The supervisor receiving the grievance shall respond, in writing, within five (5) working days after receiving the grievance.

C. Step II: Superintendent Hearing

If the response of the supervisor is not acceptable to the grievant, he/she may, within five (5) working days of receiving the response, appeal the grievance to the Superintendent.

If the supervisor does not respond to the grievance within five (5) working days, the grievance may be forwarded directly to the Superintendent.

The grievance must be received by the Superintendent not later than ten (10) working days after submission of the grievance to the supervisor, or five (5) working days after receiving a response from the supervisor, whichever is later.

The Superintendent shall respond to the grievance within five (5) working days after receiving it. The Superintendent will schedule a meeting with all of the parties involved. The meeting shall be scheduled within ten (10) working days of his/her receipt of the grievance and he/she shall issue a final disposition, in writing, within five (5) working days of the meeting.

D. Step III: Board of Education Hearing

If the response of the Superintendent is not satisfactory, or the Superintendent does not respond to the grievance within five (5) working days upon receipt of grievance, the grievance may be advanced directly to Step III for the scheduling of a hearing at the next regularly scheduled Board of Education meeting.

With the Board of Education hearing, the Board shall cause final disposition of the grievance to be issued, in writing, within five (5) working days after completion of the grievance hearing with the Board of Education.

This shall conclude the grievance procedure with any and all rights of the grievance being decided by the Cheboygan Board of Education.

IV PROBATION PERIOD

- A. New employees shall be on probation for a minimum of ninety (90) working days. During this period, the employee may be released from employment for any reason without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

V HOURS OF WORK

- A. Hours of work will be eight (8) per day with a thirty (30) minute paid lunch, at which time the employee is on call and available for assignment. Employees who work four (4) hours or more shall receive a paid lunch for thirty (30) minutes during which time the employee is on call and available for assignment.
- B. Employees will be paid for Act of God Days. If the Cheboygan Area Schools makes up any of these days, they will work these days for no pay. Any employee that is scheduled to work more than two-hundred thirty (230) days shall report to work after the second Act of God day in any school year or may elect to use personal leave or vacation leave and not report to work.
- C. An employee shall receive their normal pay for hours not worked on late start

or early release days due to weather related conditions. However, should these hours be rescheduled, the employee will be required to work these hours for no additional pay.

- D. Any work beyond the above number of days will result in additional pay at the respective hourly rate. All authorized time worked in excess of forty (40) hours in a week will be compensated at 1½ times the hourly rate of pay.

VI PAID AND UNPAID LEAVES OF ABSENCE

PAID LEAVE

- A. Each employee shall receive a total of twelve (12) paid leave days upon reporting to work each school year, of which a maximum of three (3) paid leave days may be used for personal business. One (1) paid leave day equals the number of hours that an employee is scheduled to work each day. A maximum of two (2) paid personal leave days may be carried over to the next school year. However, a maximum of five (5) paid personal leave days shall be available in any one school year for personal leave.
- B. Personal leave days shall specifically not be used for the following purposes:
 - 1. Picketing or demonstrating of any sort.
 - 2. Any absence on the first or last days of any student school year.
 - 3. Any absence on any one or more days immediately prior to or following a holiday, school break or school vacation.
- C. It is recognized that there may be unusual circumstances which would justify the use of a personal leave days on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions on a very limited basis.
- D. If more than three (3) employees apply for personal leave on any given day or days, the three (3) applications bearing the earliest dates will be approved. If more than one (1) employee per building applies for personal leave on a given day, the one bearing the earliest date will be approved. More than one (1) employee may request the use of a personal leave day on non-student scheduled work days with the Superintendent's approval.
- E. All paid leave days, with the exception of bereavement, will be deducted from the accumulated sick leave of the employee.
- F. Employees will be allowed to accumulate a maximum of two-hundred (200) days.
- G. When an employee who is entitled to sick leave is unable to work because of personal illness or disability and has exhausted all his/her sick leave, that person will be granted an unpaid leave of absence not to exceed one (1) year. If the employee is unable to return to work after one (1) year, he/she may request an extension. Any extension may be granted at the discretion of the Superintendent, but in no case shall a second extension be granted. The

employee will be terminated at the end of any leave of absence which is not extended. Except in the case of a terminally ill employee, only one (1) extension is permitted.

H. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full salary for such time. However, the employee shall return to the Board, the compensation he/she received for the performance of such duties. Compensation in excess of the amount of the salary paid and compensation for expenses incurred are not included in this provision.

I. Each employee shall be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a employee's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations. Bereavement leave is not deducted from sick days. This language shall also apply to any person who has served, or proven to serve in the same capacity as immediate family member as defined above.

Additional bereavement days beyond three (3), may be requested and approved by the Superintendent, but will be deducted from the sick leave of the employee.

J. Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement, and qualify for Retirement under MPERS, shall receive a one-time payment of \$40.00 per day for sick days to a maximum of one-hundred twenty (120) days.

K. Longevity will be paid to employees at:

After 10 Years	- \$ 950
After 15 Years	- \$1,400
After 20 Years	- \$1,700
After 25 years	- \$2,500

Each employee must indicate at the start of each school year whether they want to receive their longevity pay in their last payroll check in June or to have the longevity pay equally over their twenty-six (26) pays.

UNPAID LEAVES

I. Long Term Leave of Absence

A. A leave of absence without pay for one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration, the following factors in deciding whether or not to approve such a request.

1. Reason for the leave of absence.
 2. Effect of the absence upon the operation.
 3. Availability of a suitable temporary placement.
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the employer or failure to return at the completion of a leave of absence shall be considered a resignation.
- C. Family illness leave without pay for up to twelve (12) weeks shall be granted to the employee to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave, the employee must have been an employee of the district for at least one (1) year.
1. The employee shall provide thirty (30) days advance notice of the need for such a leave except in case of emergency.
 2. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition at its expense.
 3. An employee may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption as governed by law.
 4. Health benefits of the employer shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return to work, the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 5. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the employee to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he/she may be required to take a continuous leave or temporarily transfer to an alternative position.
 6. This section shall be administered in accordance with the Federal Family and Medical Leave Act.
- D. The employee will furnish a letter from his/her physician stating that he/she is physically able to return to work.
- E. All employees shall receive a long-term disability insurance paid 100% by the Board similar to the plan in effect for support staff employees.
- II. Short Term Leaves of Absence

- A. A short term leave of absence may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave at least one (1) week in advance, when possible.

The following policy will apply to unpaid leave requests for vacation purposes:

1. The employee must have been performing his/her job satisfactorily.
2. The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every five (5) years.
3. The maximum number of days approved in any one year is:

1 year of experience	- 1 day
2 years of experience	- 2 days
3 years of experience	- 3 days
4 years of experience	- 4 days
5 or more years of experience	- 5 days
4. The employee must have approval from the building principal prior to the request going to the Superintendent for final approval.
5. The request must be made thirty (30) days in advance.

VII VACATION

- A. Any employee in this unit who is scheduled for less than two-hundred thirty (230) work days shall not receive paid vacations. Any employee scheduled to work at least two-hundred (230) work days or more will receive vacation allowance on the following basis:

Seniority	Vacation Allowance
1 to 2 years	one week
3 through 7 year	two weeks
Over 7 years	three weeks

A maximum of five (5) vacation days may be carried over from one school year to the next.

VIII FRINGE BENEFITS

A. Health Insurance

For any bargaining unit member hired after July 1, 2008 and works less than eight (8) hours a day, the Board shall pay a prorated premium benefit for health insurance based on eight (8) hours a day (i.e. works 4 hours, received 50% of Board paid health insurance premium).

Beginning on January 1, 2011, the Board and secretaries agree to a Health Savings Account (HSA) Insurance Plan that provides \$1,250.00 for single and \$2,500.00 for two or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate; \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family. Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

The employee may elect to receive in lieu of payments toward the cost of insurance premiums for health insurance coverage, monthly payments into an annuity plan equal to 40% the monthly single subscriber rate amount. The cash in lieu will drop to 30% in the 2011-2012 contract year. It will remain at 30% for the life of this contract.

Each employee is eligible to have a bi-annual physical examination paid for by the insurance policy.

B. Dental Insurance

Each secretary shall be provided dental insurance at least equal to the present dental benefits.

C. Vision Insurance

Each secretary shall be provided vision insurance at least equal to the present vision benefits.

D. Life Insurance

These employees shall receive, fully paid by the Board, \$20,000 in life insurance.

IX
SENIORITY

- A. A seniority list will be maintained by the employer and updated by October 15th of each school year and distributed to all employees currently employed. The seniority list will be used when determining layoff from work or recall to work.

X
LAY OFF AND RECALL

- A. If a layoff and/or reduction of work hours in an employee's position occurs, the employee shall have the right to exercise their seniority and displace any employee with less seniority.

The employer will give thirty (30) calendar days notice to employees who are going to be laid off, except in the case of financial distress.

Should an employee on the seniority list be notified of a reduction in staff and therefore lose their position, they may bump to a position of a least senior person.

- B. All new hires shall serve a probationary period of ninety (90) working days. Employees on probation shall not be subject to the recall language in this contract and shall not have any recall rights after being laid off.
- C. Recall of person(s) under this contract will be by seniority, starting by recalling the most senior person from layoff status first.

When an employee is recalled from layoff, a letter will be sent by the employer to the employee's last known address.

The employee should have eight (8) days to report to work or to make arrangements which are satisfactory to the employer to work, within ten (10) days of receipt of the notice to report. Failure to report or make suitable arrangements to report within the ten (10) days will result in removal from the seniority list and loss of recall rights.

- D. Recall rights will last for the equivalent years of employment under this contract or a maximum of three (3) years whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment under this contract with the Cheboygan Area Schools.
- E. Employees under this contract may apply for another position in this contract with their years of experience transferring to the new position salary schedule (i.e. old position Step 3 – new position Step 3).
- F. Employees under this contract who are hired into a vacant position shall serve a thirty (30) working day probation period. Upon the completion of this probation period, if the employee is unable to satisfactorily perform the duties of the new position, the employee may return to their previous position, and all affected employees in this unit would return to their previous positions as if no change ever occurred. The last employee in this unit without a position would be laid off.

- G. Any employee, who is in this bargaining unit and becomes a part-time employee covered by this contract, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the Secretaries Unit, and the Superintendent. The written Agreement will spell out the conditions of this Agreement and the condition for termination of this Agreement.

Any employee promoted or moved from this bargaining unit to a full-time secretary position not covered by this agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to thirty (30) work days. At the end of the thirty (30) work day period, if the employee remains in the secretary position, he/she will no longer accrue seniority in this unit, and have no recall rights in this unit.

- H. In the event of a vacancy in a position, or should there be a newly created position, a notice shall be posted in each school building, the central office and the bus garage, for a minimum of five (5) business days in the job posting area of each building.

- I. Any employee who, upon being laid off at the end of a school year, applies for and receives unemployment payments and is then recalled shall be subject to the following:

At the option of the employee, the amount of benefits received in unemployment, net of any real loss (hours reduced), shall be either deducted from the pay for the following school year or the employee may elect to repay the amount directly to the MESAC. If the amount is withheld from pay, then the amount can be prorated over some time period that is mutually agreeable.

Any employee, who works to the end of their work year, is not laid off and applies for and received unemployment payments during the summer must repay the district or the MESAC this amount as listed in the paragraph above.

SALARY SCHEDULE

Building Secretaries

			<u>1.5%</u> <u>2010-2011</u>	<u>1.5%</u> <u>2011-2012</u>
A.	High School Principal (213 days) (1704 hours)	25,876 26,135	\$26,527	\$26,925
B.	Middle School Principal (213 days) (1704 hours)	25,154 25,406	\$25,787	\$26,174
C.	Elementary Principal (203 days) (1624 hours)	23,284 23,517	\$23,870	\$24,228
D.	Middle School Asst Principal (198 days) (1584 hours)	23,098 23,329	\$23,679	\$24,034
	Alternative Ed/AD (*203 days) (1624 hours)	23,098 23,329	\$22,460	\$22,797
E.	High School Guid/Voc Ed (*203 days) (1624 hours)	22,594 22,820	\$23,162	\$23,510
	East Secretary (198 days) (1584 hours)		\$17,424	\$17,685
F.	High School Secretary (198 days) (1584 hours)	21,366 21,580	\$21,904	\$22,232
	Business Office Secretary (Part-time)		\$ 7,682	\$ 7,797
	(*167 days) (678 hours)			

*=Indicates that number of work days may increase.

For any employee, in any category covered by this contract, hired after December 11, 2000, the salary schedule shall be: (no category or experience

steps will be used in salary schedule).

EXP.

0	\$10.65	\$11.00
1	\$11.00	\$11.50
2	\$11.25	\$12.00
3	\$11.48	\$12.54
4	\$11.71	\$13.10
5*	\$12.42*	\$13.83

* Step 5 shall increase each year by the same percentage increase that all other bargaining unit members receive.

Multiplied hours scheduled to work equals annual salary.

XII
DURATION OF AGREEMENT

This agreement shall be effective July 2, 2010, and shall continue in effect until the 30th day of June, 2012.

Secretary Representative

Board President

Secretary Representative

Board Secretary

Superintendent

APPROVED BY BOARD 10/11/10

**CHEBOYGAN AREA SCHOOL DISTRICT
CHEBOYGAN, MICHIGAN**

**2010 -2012
A G R E E M E N T**

Between The

**CHEBOYGAN AREA SCHOOL DISTRICT
AND
BUILDING SECRETARIES**

**October, 2010
(Replaces 2008-2010 Agreement)**

