

MASTER CONTRACT AGREEMENT

Between the

Board of Education

of the

ALMONT COMMUNITY SCHOOLS

and the

ALMONT EDUCATION SECRETARIES ASSOCIATION

July 26, 2016 - June 30, 2018

## **AGREEMENT**

**THIS AGREEMENT** entered into this 27th day of June, 2016, between the Almont Community Schools' Board of Education (hereinafter referred to as the "Board") and the Almont Educational Secretaries Association (hereinafter referred to as the "Association.").

### **ARTICLE I - RECOGNITION**

- A. The Unit  
Principal's Secretaries, Assistant Principal's Secretary, Transportation Secretary, Office Assistant Secretary, Counseling Secretary, and other secretaries not excluded below.
  
- B. Excluded from the Unit  
Administrators, supervisors, teachers, mechanics, bus drivers, custodians, maintenance/custodians, cooks' helpers, assistant cooks, head cooks, paraprofessionals, superintendent's secretary, payroll accounts payable clerk, temporary or substitute secretaries and all other persons employed by the Almont Community Schools.

### **ARTICLE II - MANAGEMENT RIGHTS**

- A. It is recognized by all parties hereto, the Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. It is further recognized the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

Examples of management rights include by way of illustration and not by way of limitation the right to:

1. Manage, control and direct the school's business, the equipment, the operations, the working forces and affairs of the Board.
  
2. The right of assignment, and direction of its work force determine its employees hours of work, starting times and scheduling.
  
3. The right to direct the work force. Including the right to hire, promote, suspend, discharge, transfer, assign job related or extra duties, determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work.
  5. Adopt rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
  8. Determine rules and regulations concerning discipline of employees.
  9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
  10. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
  11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  12. Determine the policy affecting the selection or training of employees.
- B. Secretaries shall be evaluated annually.
- C. The exercises of the foregoing shall be limited only by the specific and express terms of this Agreement and legal statute.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be a restriction upon, or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- E. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

### **ARTICLE III – SENIORITY**

- A. Seniority Defined  
The word "seniority" means continuous employment service with the Board in a position represented by the Association.
- B. Seniority Conditions
1. Each employee averaging twenty (20) or more hours per week of employment with the Board shall accrue full seniority.

2. Each employee averaging less than twenty (20) hours per week shall accrue seniority at one-half (1/2) the full rate.
3. Each employee who is laid off or is on an unpaid leave of absence in excess of thirty (30) work days shall have his/her seniority frozen for the duration of the leave.
4. Probationary Period  
Each new employee hired by the Board shall serve a ninety (90) work day probationary period during which time s/he shall have no seniority. Upon successful completion of the probationary period by a given new employee, such employee shall receive seniority from the first day of work in the unit. The lack of seniority for probationary employees shall be interpreted to mean the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.
5. The Board shall update the seniority list on an annual basis.

C. Loss of Seniority

Seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged;
2. The employee is absent three (3) consecutive work days without properly notifying Administration. If Administration is notified of extenuating circumstances which are beyond the control of the employee, the Administration may waive this condition;
3. The employee does not return from a leave of absence within two (2) working days after the leave expires;
4. The employee does not return from layoff status within five (5) working days from receipt of notice of recall unless extended by Administration.

**ARTICLE IV - WORKING CONDITIONS**

A. Act of God Days

Secretaries shall be paid their regular wage for the first two (2) "Act of God" days. "Act of God" days beyond two (2) will be unpaid days and secretaries will be paid the regular wage when made up.

Hours authorized and worked after student dismissal on the first two (2) Act of God Days shall result in compensation to the secretary at time and one-half. If requested to work on an Act of God Day, compensation will be time and one-half. In the event Act of God Days require the school district continue in session beyond July 1<sup>st</sup> to make up lost days, secretaries will only be required to work four (4) days beyond the teacher work year.

## ARTICLE V - LAYOFF AND RECALL

### A. Layoff

If a layoff occurs for any reason, the following procedure will be followed:

1. Probationary employee(s) employed in those positions where layoffs shall occur shall be the first to be laid off.
2. If reduction is still necessary, then the reduction in force shall be on a district-wide secretarial seniority basis, subject to ability, in the judgment of the employer, of remaining employees to perform the duties of the vacated position or positions.

### B. Recall

When the work force is increased following a layoff, the following procedure will be followed:

1. Probationary employees shall have no recall rights.
2. When the work force is increased after a lay-off, recalls shall be according to seniority subject to the ability to perform the duties of the position.
3. Notice of recall shall be given by certified mail to the employee's last known address which is on file with the Board at the time of recall. The secretary bears the burden of supplying the Board with his/her current mailing address and/or forwarding address.

### C. Termination

Laid off employees shall be terminated if:

1. They were probationary employees at the time of layoff.
2. They do not provide written notification to the Superintendent of his/her acceptance or rejection of recall within five (5) days from receipt of notice of recall, except that s/he may notify the Superintendent within five (5) days to make other mutually satisfactory arrangements. No response shall be considered a voluntary quit.

## ARTICLE VI - VACANCIES

### A. Vacancy: Definition/Procedure

A vacancy shall be defined as a newly created position or a present position that is not filled which the Board intends to continue.

All secretarial vacancies shall be posted internally for a minimum of five (5) working days and the Board shall notify all secretaries of the vacancy.

Following the internal posting, it will be posted at least ten (10) working days for general notice before the vacancy is filled.

**B. Applicants**

Vacancies shall be filled from the secretarial group first provided they meet all of the qualifications listed for the vacant position, and have passed any skills test utilized for the position.

**C. Consolidation or Elimination of Positions**

At the discretion of the Board, unit positions(s) may be consolidated and/or eliminated. Nothing in this Agreement shall require the Board to fill any vacant position.

**ARTICLE VII – COMPENSATION**

<b>A.</b>	<b>Hourly Rates</b>								
	2013/2014	2% Incr							
	2014/2015	3% Incr							
	2015/2016	2% Incr							
	2016/2017	2% Incr							
	2017/2018	2% Incr							
		Probation 2% Increase 2016/17	Probation 2% Increase 2017/18	Step 1 2% Increase 2016/17	Step 1 2% Increase 2017/18	Step 2 2% Increase 2016/17	Step 2 2% Increase 2017/18	Step 3 2% Increase 2016/17	Step 3 2% Increase 2017/18
	Secretary to Principal	13.95	14.23	15.22	15.52	16.16	16.48	17.09	17.43
	Secretary to AD, Secretary to Ast. Principal, Secretary to Counselor	13.73	14.00	14.39	14.68	15.17	15.47	15.93	16.25
	Office Assistant	12.66	12.91	13.32	13.59	14.09	14.37	14.86	15.16
	Transportation Secretary	10.78	11.00	11.41	11.64	12.03	12.27	12.67	12.92

1. The secretary assigned to transportation will receive one (1) additional week's pay for the satisfactory completion of bus routes and patterns for the ensuing school year.

## Premium Rates

The daily starting and quitting time shall be arranged at the discretion of the immediate supervisor subject to review of the Superintendent of Schools. Authorized work in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular hourly rate or compensatory time given at the same rate.

### B. Compensation for Special Duties

- I. The High School Assistant Principal Secretary shall receive compensation in the amount of One (1) week's pay for Athletic Director support duties.
2. The High School Counseling Secretary shall receive compensation in the amount of One (1) week's pay for the completion of student transcripts.
3. High School Secretary to Principal may receive up to one (1) additional week of pay at the end-of-the-year upon submission of an approved extra duties list not to exceed one week of pay.

## **ARTICLE VIII - LEAVES WITH PAY/RETIREMENT BENEFITS**

### A. Sick Leave

Secretaries may not accumulate more than sixty (60) sick days. Secretaries shall receive one (1) sick day per month worked maximum 9 per year. At the conclusion of each school year, the Board of Education will purchase any unused sick days over sixty (60) days no later than June 30th of the current school year for thirty (\$30.00) dollars per day. Thirty (\$30.00) dollars will be paid for each unused sick day maximum sixty (60) days at the termination date of the secretary. Termination is to be by mutual agreement or retirement.

### B. LTD Policy

Secretaries eligible for an LTD policy will have a sixty (60) day waiting period and pay sixty-six and two-third's (66 2/3's) of their salary up to a maximum of two thousand (\$2,000.00) dollars per month.

### C. Personal Leave

Personal leave with pay, shall be granted to employees for unavoidable personal business beyond the employee's control up to maximum of five (5) days per year. Personal days shall be non-accumulative. Unused personal days will be added to the employee's sick day total.

### D. Funeral Leave

Each secretary will be allowed a maximum of five (5) days off with pay per occurrence, to make funeral arrangements for a death in the employee's or employee's spouse's immediate family. One (1) day per

occurrence may be allowed with near relatives. An immediate family member includes spouse, parent, child, grandparent, grandchild, sister, brother, and respective step-relatives. A near-relative includes uncle, aunt and in-laws.

E. Vacation

A secretary shall be eligible to receive vacation pay after one (1) year of employment. These days will start from the date of employment but cannot be used until after one (1) year has been completed.

Forty-Four (44) Week or More Secretaries (To be taken during regular summer months. Paid for vacation weeks on the last pay in June.)

1 - 5 years ..... None  
6 - 8 years ..... 5 days  
9 or more years ..... 10 days

F. Jury Duty

The employer agrees to pay the difference between the witness fee and the employee's regular rate, provided the employee notifies the superintendent of schools upon receipt of the first notice of selection. It is the responsibility of the employee to collect jury duty pay and to show proof of the amount received in order to receive payment from the school district for these days.

G. Holidays

The following days are paid holidays at the regular pay rate for the scheduled number of hours worked in a day:

1. Labor Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Good Friday
9. Easter Sunday
10. Memorial Day
11. Fourth of July

**ARTICLE IX - LEAVES WITHOUT PAY**

A. Approval or Disapproval

1. Each secretary may, at the discretion of the Board, be granted leave without pay up to six (6) months.



2. Request for leave without pay should be in writing and should be signed by the person making the request. The leave request should be given to the immediate supervisor. Such request shall state the reason(s) for the leave and beginning and ending date of the leave. Approval or disapproval shall be given to the employee, in writing, by the Superintendent or designee.
3. No benefits will accrue or be provided to a secretary while on such leave except as otherwise state herein. Upon return of such leave, the employee's seniority which had been accumulated or earned at the time the leave commenced, will be restored to the employee.

B. Child Care

The Board shall grant a leave without pay, but with medical benefits for "child care" to any secretary up to and not to exceed six (6) months under the following conditions:

1. The secretary was not granted a leave under Section A above.
2. The secretary is not receiving sick leave benefits. For example, a pregnant secretary receiving paid sick leave shall not also be eligible to receive unpaid child care leave for the same time period.
3. The child to be cared for is a legal dependent of the secretary who is requesting such leave.
4. The secretary shall submit such request in writing to the Superintendent as soon as the secretary is knowledgeable of the need for the leave. The request shall indicate the beginning and ending date of the leave.
5. Early return from child care leave due to the verified death of the child by a physician shall be three (3) weeks after the Board's knowledge of the death or a mutually agreeable date.

C. Benefits While on Leave Without Pay

See Article X-E.

**ARTICLE X - FRINGE BENEFITS**

A. Eligibility

Employees must be employed at least twenty (20) hours per week to receive pro-rata benefits (50% of the premium cost) for which they are eligible. One hundred percent (100%) of the premium cost will be paid by the Board for full time employees (working 30 or more hours per week). Employees working at least twenty (20) hours per week, but less than 30 hours per week will receive full life insurance.

B. Insurance

Secretaries employed after January 1, 2005, are eligible only for the dental, vision, and life insurance provisions outlined in the contract and are not eligible for medical insurance. Full-time secretaries employed prior to the above date shall be eligible to receive the same medical, life, dental, vision, and LTD insurance as outlined in the contract between the Board of Education and the AEA. Secretaries eligible for medical insurance who elect not to take the plan shall receive cash in lieu of \$296.00 per pay. Should the AEA agree to any changes in the insurance specifications, costs, etc. during the term of this agreement, the changes shall take immediate effect for this contract. Beginning in 2013/2014 employees will pay any premium amount above the health insurance hard cap.

C. Termination/Retirement Pay

Upon mutual discontinuation of service or retirement after fifteen (15 years of consecutive service, a secretary will be paid 5% of his/her previous calendar year's earnings. Unused sick days will be paid according to Article VIII.

D. Longevity

Secretaries will be credited with longevity pay in accordance with the following schedule. Said payment is to be made in one (1) lump sum at the end of the last payroll for the fiscal year and pro-rated for part-time employees working twenty (20) hours or more per week.

	2011/2012	2012/2013	Frozen 2014/2015 & 15-16	2016/17	2017/2018
Completion of 5 years up to 9 years	\$ 216.48	\$ 216.48	\$216.48	\$220.81	\$225.23
Completion of 10 years up to 16 years	\$ 473.11	\$ 473.11	\$473.11	\$482.57	\$492.22
Completion of 16 years up to 21 years	\$ 591.67	\$ 591.67	\$591.67	\$603.50	\$615.57
Completion of 21 years up to 25 years	\$ 710.25	\$ 710.25	\$710.25	\$724.46	\$738.94
Completion of 25 or more years	\$ 851.01	\$ 851.01	\$851.01	\$868.03	\$885.39

E. Benefits While on Leave Without Pay

The Board agrees to continue the secretary's health insurance coverage for a period of six (6) months from the date of commencement of leave if the reason for the leave is child care or illness and/or injury to the employee or immediate member of the family.

## **ARTICLE XI - NO STRIKE**

In no event will the Association cause or authorize or permit its members or any of them to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, stoppage, interruption or impeding of work or curtailment of, or interference with any operation of the District during the term of this Agreement. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibilities set forth above, the Association shall immediately instruct the involved employees their conduct is in violation of this Agreement and continuance could be subject to disciplinary action by the District.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, to the Association any grievance presented to it.

- Step 1 - Any employee having a complaint shall present it to the Employer as follows:
- a) If an employee has a complaint, s/he shall discuss the problem with an administrator with or without an Association Representative(s).
  - b) If the matter is not disposed of, it will be submitted in written form by the Association to an administrator. Upon receipt of the grievance the administrator shall sign and date the employee's copy of the grievance.
  - c) The administrator shall give his/her answer to the Association in writing within five (5) working days after receipt of the grievance.
- Step 2 - If the answer is not satisfactory to the Association, it shall be presented in writing by the Association Representative(s) to the Superintendent or his/her designee within five (5) working days after the administrator's response is due. The Superintendent or his/her designee shall sign and date the Association's copy. The Superintendent or his/her designee shall respond to the Association in writing within five (5) working days of receipt of the grievance.
- Step 3 - If the grievance remains unsettled, it shall be presented by the Association Representative(s) in writing to the Board of Education or their official designee within five (5) working days after the response of Step 2 is due. The Board or official designee shall sign the Association's copy. The Board shall respond in writing to the Association within five (5) working days following the next official Board meeting.

**ARTICLE XIII - EFFECT OF AGREEMENT AND TERMINATION**

A. Effect

1. The parties mutually agree on the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
2. Each party, acknowledging it had full opportunity to propose whatever terms and conditions it desired during the negotiation of this Agreement, hereby waives any and all additional demands against the other for obligatory negotiations designed to alter, change, add to, delete from or modify the terms and conditions of this Agreement.
3. The Board shall remain fully vested with all rights not specifically circumscribed by this Agreement and wherever the Board's rights are restricted by the specific terms of this Agreement, the Board shall remain vested with the residual portion of such rights which are not expressly limited.
4. Should any Article, Section or Clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement.

B. Termination

1. The terms of this Agreement shall be effective July 1, 2016, and will continue through June 30, 2018.
2. On or before April 1, 2018, either party to this Agreement may give notice by certified mail to the other party of its desire to terminate, amend, or modify this Agreement.

D. Work Year

1. The following positions are classified as:

Principal's Secretary	44 weeks
Assistant Principal's Secretary	41 weeks
Counseling Secretary	41 weeks
Office Assistant Secretary	41 weeks
Transportation Secretary	41 weeks

- a. Employees classified as forty-one (41) week employees shall work teachers' work days plus a total of three (3) weeks before/after school as assigned by the building principal.
  - b. Employees classified as forty-four (44) week employees shall work teachers' work days plus three (3) weeks before and three (3) weeks after.
2. All secretarial work schedules will be determined by the administration. Secretaries may work with pay over the holiday breaks at the building principal's discretion. The principal must submit paper in advance to central office on the number of the days the secretary will work over the holiday breaks.

IN WITNESS WHEREOF, the Board has caused this instrument to be signed in its name by its accredited representatives and the Association has caused the same to be signed in its name by its accredited representatives on this date.

ALMONT COMMUNITY SCHOOLS

ALMONT EDUCATION  
SECRETARIES ASSOCIATION

BY: \_\_\_\_\_  
\_\_\_\_\_, President

BY: \_\_\_\_\_  
Representative

BY: \_\_\_\_\_  
\_\_\_\_\_, Secretary

BY: \_\_\_\_\_  
Representative