

MASTER AGREEMENT
BETWEEN
PORT HURON AREA SCHOOL DISTRICT
AND
PORT HURON ASSOCIATION OF
EDUCATIONAL SECRETARIES

2015/2016
2016/2017

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A G R E E M E N T

ARTICLE I

PREFACE

In a mutually desirable effort to promote the best interests of the Port Huron Area School District, hereinafter referred to as the "District", and the Port Huron Association of Educational Secretaries, hereinafter referred to as the "Association", and in recognition of their responsibilities to each other for negotiating in good faith, reaching an agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, this agreement is entered into as of the 28th day of July, 2015. It is mutually agreed as follows:

ARTICLE II

RECOGNITION

Pursuant to Act 379, Public Act of 1965, the District recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to hours, rates of pay, and conditions of employment for the entire term of this Agreement for all members of the Association.

"Education Secretary" as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:

- A. Executive Secretaries at each High School and Administration Building
- B. Secretaries I and II.
- C. Account Clerks I and II.
- D. Print Shop Machine Operators.

(Excluded personnel for this Article means Confidential Secretaries and Service Personnel.)

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association meetings, subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- B. Reasonable use of bulletin boards and inter-school mail shall be made available to the Association and its members for notices and news of Association business.
- C. Duly authorized Association representatives shall be permitted to visit work locations provided they do not interfere with or interrupt normal school operations.

If said visit is for observation only, the representative must register with the administrator, or leave a message for the administrator with the office. If the visit is to

engage the secretary or secretaries in Association business during normal working hours, the representative must first secure permission from the administrator.

- D. A paid leave of absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. All requests should be submitted prior to the date of the activity, not after the fact. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the secretary or the Association, except for a substitute, and shall be charged to the Association's fifteen (15) day allowance. A minimum charge of one-half (1/2) day will be used.
- E. Physical examinations as required by the District or by law shall be made at the District's expense by a physician appointed by the District, excluding pre-employment physicals.
- F. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all secretaries. No religious or political activities in the personal life of a secretary, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such secretary. The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- G. No secretary will engage in Association activities during the secretary's working hours that may interfere with normal school activity or her/his normal productivity. Permission based on the above considerations will come from the secretary's immediate supervisor (exclusive of Section C., above).
- H. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association mutually agree.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

- A. The Port Huron Area School District Board of Education, hereinafter referred to as "Board", retains all the rights, powers and authority exercised or held by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.
- B. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed on the District and the Association except as provided by law.
- C. Within thirty (30) days of ratification of this agreement by both parties, and receipt of all team member signatures, copies of this Agreement shall be prepared at the expense of the District and distributed to all secretaries now employed or hereafter employed by the District during the term of this Agreement.
- D. The District will develop job descriptions for bargaining unit personnel. The District will discuss changes with the Association prior to posting the job.
- E. The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies,

operations, schedules, discipline and layoff, for the orderly and efficient operation of the Port Huron Area School District.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition -

1. Any claim by a secretary or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement shall be a grievance and shall be resolved through the procedure set forth herein.
2. An aggrieved person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary secretaries. This article will not pertain to probationary secretaries whose employment is terminated.
3. A party of interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term "days" in this article shall mean working days, except where otherwise indicated.
5. Forms for filing and processing shall be designed by the District and the Association. They will make provisions for description of the alleged contract violation (time, place, circumstances, etc.), possible resolutions and other such information that both parties deem necessary. Such forms shall be prepared by the Association and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure (Exhibit D).
6. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Parties are encouraged to discuss issues with their principals and/or supervisors prior to filing a grievance. Both the Association and the District agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any secretary with a legitimate grievance to discuss the matter informally with her/his principal or supervisor, as described in Step One of the procedure.
7. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association, as the moving party, fails to comply with the time limit, the grievance shall be considered settled on the basis of the District's last written answer to the grievance. If the District, as the responding party, fails to comply with any time limit at any step, the grievance shall automatically pass to next step in the grievance procedure. The parties may, however, in writing mutually agree to extend the time limit at any step.
8. If the grievance is filed on or after May 15, every effort shall be made to process the grievance prior to the close of the school year, if filed by a less than fifty-two (52)

week secretary.

9. If any such grievance occurs, there shall be no stoppage or suspension of work because of such grievance.
10. If it is determined by the administrative staff or the Board of Education that a secretary has been unjustly discharged or suspended, she/he shall be reinstated without loss of pay.
11. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
12. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance to Step One.
13. The secretary has the right to request that she/he be represented at all steps and stages by an officer of the Association or a member of the grievance committee.

B. Procedure -

All grievances shall be presented within fifteen (15) working days of their occurrence and disposed of in accordance with the following procedures:

1. Step One: Each formal grievance shall be filed in writing and submitted to the secretary's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of the submission.
2. Step Two: Appeal from the determination at Step One may be made by presenting the grievance in writing to the Superintendent, or designee, within five (5) working days of the determination at Step One. The Superintendent, or designee, shall meet with the grievant and the Association representatives within five (5) working days from the date of receipt of the appeal and shall render a written determination within five (5) working days following the date of the meeting with the individual and the Association representatives.
3. Step Three: If the grievant and/or Association does not file a written notice of non-acceptance of the Superintendent's, or designee's, determination within ten (10) working days, that determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) working days that the determination at Step Two is not acceptable, and if such grievance is arbitrable as herein provided, the Association may then submit such grievance to grievance arbitration.

C. Arbitration Proceedings -

1. Demand for Arbitration:
 - a. The Association may appeal arbitrable grievances to grievance arbitration under, and in accordance with, the rules of the American Arbitration Association in effect

at that time. Notice of such appeal must be taken within ten (10) working days following the receipt of the District's determination at Step Three.

- b. Within twenty (20) working days following notice of appeal, demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) working days within which to reply to such submission by filing same with the American Arbitration Association.
- c. The Association or the District may not raise in any arbitration hearing any issue which was not previously submitted in writing, which defines the issue or issues to be arbitrated.

2. Powers of the Arbitrator:

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of the Agreement.
 - 1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) The arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
 - 3) The arbitrator shall have no power to rule on the following: the termination of services of, or failure to re-employ, any probationary secretary.
 - 4) The arbitrator's power shall be limited to deciding whether the District has violated the specific Article or Section of this Agreement as per Article V. It is agreed (except as to the provisions set forth in this Agreement) she/he shall have no power to change any practice, policy, or rule of the District.
 - 5) The arbitrator shall have power to make monetary awards, but not to award monetary damages.
 - 6) In rendering decisions the arbitrator shall give full recognition to the responsibilities of the Board which establishes the District's rights, powers and authority as that exercised or held by it by express provisions of this Agreement. The arbitrator's decision shall be consistent with the rights reserved to the District by this provision.
 - 7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the question of the arbitrability or procedure. Should she/he determine that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation as to its merits.
- b. Although the arbitrator may cite case law in making an award, the arbitrator shall have no power to interpret state and/or federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by

reason thereof.

- c. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration.
- d. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth herein, and it shall be final and binding on the Association, members of the bargaining unit, the secretary or secretaries involved, and the District.

3. Applicability and Duration:

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new agreement between the Association and the District.

4. Fees and Expenses:

- a. The arbitrator's fees and expenses, the costs of any hearing room and the cost of a reporter shall be shared equally by both parties.
- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.

5. Grievances concerning the following shall not proceed past Step Two of the grievance procedure:

- a. Individual grievances not appealed by the Association.
- b. Any matter involving secretary evaluation which is not procedural in nature.

6. Retroactivity:

- a. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one year prior to the date of the discovery or the fiscal year in which the claim was discovered, whichever is earlier.
- b. No decision in any one case shall require a retroactive adjustment in any other case.
- c. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.
- d. Notwithstanding the above provisions, any individual secretary may present a grievance and have such grievance adjusted without the intervention of an

Association representative, if such adjustment is not inconsistent with the terms of this Agreement, and if an Association representative has been given an opportunity to be present for such adjustment.

ARTICLE VI

PROBATIONARY PERIOD

- A. The District will provide, within thirty (30) calendar days from the date of hire, an orientation for each newly hired secretary. This orientation shall be conducted by the Human Resources Department and will address itself to such items as wages, benefits, and other conditions of employment.
- B. New secretaries hired into the bargaining unit shall undergo a probationary period of sixty (60) working days. Upon successful completion of the probationary period, as judged by not receiving any unsatisfactory rating on the evaluation, the secretary shall obtain seniority status and their name shall be entered upon the Seniority List as of sixty (60) working days prior to the date of permanent employment. Work days shall be interpreted as regular work days for unit members.
- C. Probationary secretaries shall be represented by the Association for all purposes under this Agreement during the probationary period except that the termination of such probationary secretary shall not be subject to the grievance procedure.
- D. All applicable insurance benefits provided in this Agreement shall be provided to the probationary secretary within the applicable time limits.
- E. Leave day credit and vacation time credit shall accrue during the probationary period. If a Holiday falls within a probationary period, the secretary shall be paid for such holiday.
- F. If the probationary secretary is absent due to an emergency such as accident, surgery, hospitalization or layoff, the probationary period shall be extended for the period of such emergency.

ARTICLE VII

SENIORITY

- A. A master, system-wide Seniority List showing name and length of service in years and months shall be compiled annually and sufficient copies for each member shall be provided to the President of the Association by the second Friday of October each school year. Length of service determines placement on the List.

All alleged discrepancies in the Seniority List must be in writing and on file in the Human Resources Department within twenty (20) working days from the date the List is provided to the Association President. This date may be waived by joint agreement between the Association and the District in the event of extenuating circumstances.

- B. Seniority credit shall be the length of service in the District. Completion of a secretary's assigned work year shall constitute a full year of seniority.
 - 1. For the purposes of seniority, the date of the first day of duty will be considered the starting date and used as a factor in determining such seniority.

2. If two (2) or more secretaries have the same first day of duty, the last four (4) digits of their social security number will be used to determine placement on the seniority list. Such employees will be placed with the lower number having the higher seniority.
3. Seniority shall freeze at such time as a secretary is granted a leave-of-absence pursuant to the provisions of this Agreement, Article XIII. Such secretary shall not gain additional seniority during such leave-of-absence. If such secretary returns to the District, her/his seniority shall continue with credit being given for the seniority earned until the date the leave-of-absence was taken.

C. Seniority shall terminate if:

1. The secretary resigns or retires.
2. The secretary is discharged for just cause.
3. The secretary is absent for twenty-four (24) hours without notifying the Human Resources Department or her/his immediate supervisor not later than the start of the shift on the second day, unless such absence is caused by a situation over which the secretary has no control. Such absences will be explained upon the secretary's return.
4. The secretary, in the event of layoff, fails to return to work within five (5) days after being notified to report to work by registered mail to the last address given to the District and does not give satisfactory reasons.
5. The elapsed time of layoff period exceeds the seniority at the time of layoff or two (2) years whichever is shorter, or if the elapsed time of absence from work because of illness for physical or mental disability exceeds two (2) years.
6. The secretary overstays a leave-of-absence granted for any reason, unless an extension has been granted or there are extenuating circumstances.

D. Secretaries on Worker's Compensation shall retain all seniority rights until leave time is depleted, at which time they shall be on an unpaid leave of absence to the extent of the act.

E. Secretaries who leave this bargaining unit for any other District position will retain their unit seniority credit upon return to the bargaining unit. No seniority credit will be accrued during the period of time she/he left and returned to the bargaining unit.

ARTICLE VIII

REDUCTION, LAYOFF AND RECALL

A. Seniority shall be the determining factor regarding layoff and recall.

1. Layoff is defined as a reduction of the number of personnel in this bargaining unit as a result of, as illustrated by, but not limited to:
 - a. Financial emergency

- b. Declining enrollment
 - c. Building closure
 - d. Adjustment of administrative staff
2. The District shall notify the Association of potential layoffs within five (5) days of the determination by the District that layoffs are necessary, with mutual agreement to extend, showing specific work station affected. Such notification shall be in writing. At the same time, least senior secretaries shall receive written notice of the potential layoff as well as the secretary whose work station will be affected.
 3. Whenever a secretary is transferred or displaced by staffing to a position different in hours per day, length of year, or a different classification from her/his previous position, the District shall discuss the changes and adjustments with the affected secretary.
 4. All new positions will be posted. New positions shall be considered to be any positions that involve changes in but not limited to the following:
 - a. Classification
 - b. Location
 - c. Special qualifications
 - d. Changes in hours of not more than 30 minutes one time only
 - e. Length of work year
 5. After all such new positions are filled, any resulting vacancies will be posted, and the displacement process, as outlined in Article IX., Section A., 6, will begin.
 6. In rotation by seniority, any secretary still displaced will be placed in the first available position that is the same in classification, work year, hours per day, to her/his previous assignment.

The placement procedure will begin with the most senior displaced person and continue down the list in order of seniority. If there is more than one displaced person in a position that is the same in classification, work year, and hours per day, then the most senior displaced person could request any of the least senior positions equivalent to the number of displaced persons provided that this does not create an unnecessary or additional layoff. If no comparable position exists, the District may place the secretary in a lesser position, if the secretary agrees and the provisions of Article IX., Section A., 6, b., are met. Option must be exercised within five (5) days of notification of available positions.

- a. Any displaced secretary refusing one of these available positions shall agree to accept layoff.
- b. A secretary accepting a position of lower classification at this point shall retain her/his current classification, title, wage, and all benefits accruing to that

classification for a period not to exceed twenty-four (24) months. This period becomes effective commencing with the date the secretary is placed in the position.

- c. During the twenty-four (24) month grace period, the secretary who has accepted a position of lower classification will be required to bid on positions equal to her/his higher classification as they become available. Failure to bid while on the twenty-four (24) month grace period may entail the liability of involuntary transfer and loss of the higher rate of pay.
 - d. The secretary who bids, but is not selected for the higher classification will retain her/his current status for the remainder of the twenty-four (24) months.
- B. If a posted position remains unfilled, qualified secretaries on the Layoff List will be offered this position beginning with the most senior person on the Layoff List. Should this position remain unfilled, the posting procedure will be followed. A secretary will remain on the Layoff List for the length of her/his seniority or two (2) years, whichever is shorter.
 - C. A secretary on the Layoff List may refuse to accept a position in a classification lower than the classification held at the time of layoff without penalty.
 - D. In cases where secretaries whose positions have been reduced have the same length of service in the District, the provision of Article VII., Section B., 1 shall apply.
 - E. Any position which becomes vacant or is created after the layoff and recall procedure has been completed shall be posted in accordance with the provisions of this Agreement.
 - F. Any secretary who is not recalled shall be eligible to sub within the District.
 - G. Recalls shall be by written certified notice, return receipt requested, to the secretary's last known address on file with the District and shall require that the secretary report to work five (5) work days after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the secretary by the District. The District will only be required to make notification by written certified mail if it is unable to contact the affected secretary by telephone.

ARTICLE IX

ASSIGNMENT, VACANCY, TRANSFER AND PROMOTION

A. Assignment -

All secretaries shall possess the skills and qualifications necessary for a specific position.

The District has the right to hire or rehire a new secretary at any step on the salary schedule it deems commensurate with her/his experience and/or training. Additionally, the District may adjust the scheduled step of the probationary secretary at the time it deems the step change is justified. It is understood that in case of rehiring someone previously employed by the District, previously accrued seniority, leave time, and vacation benefits will not apply.

B. Vacancies –

The placement of secretaries is the sole responsibility of the District, subject to the following:

1. All vacancies and new positions will be posted within the school system through written notice posted in each building and on the District's website for a period of five (5) working days. Once a posting is made, should any information in the posting be required to change, a new posting shall be made. The posting will include the following:
 - a. Title and classification
 - b. Location
 - c. Special qualifications
 - d. Hours and length of work year
 - e. Job description
2. Secretaries filing applications for such vacancies shall be notified within ten (10) working days of closure of the bid of the disposition of their applications. The President of the Association shall receive copies of the vacancy notice or the status of a known vacancy within three (3) working days if the vacancy will not be posted. The President shall be notified of the disposition of a posted vacancy.
3. Upon written request by the secretary, within ten (10) work days after receiving written notification, reasons will be given in writing stating the reasons the secretary was not selected for a position for which she/he applies. Such reasons shall be delivered to the secretary within ten (10) work days following receipt by the District of the request for such reasons. The parties may, in writing, mutually agree to extend the time limits cited above.
4. In the period between school closing for the summer and re-opening, the District shall publicize vacancies by:
 - a. Posting the vacancy or vacancies in all buildings, and on the District's website, in which secretaries are working. The vacancy will be posted for at least seven (7) calendar days.
 - b. Giving written notice to a designated officer of the Association.
 - c. Providing sufficient copies of the vacancy to the Association in the amount requested.
5. On occasion the District may employ non-classified personnel for temporary work as defined as less than full year employment, for a period not to exceed ninety (90) calendar days, with priority consideration given to secretaries on the Layoff List. These employees are intended to be temporary personnel only and not to fill a vacancy on a permanent basis. It is further recognized that in cases of maternity, this period may be extended at the discretion of the District to provide for the protection of the secretary's position.

C. Transfers -

1. A transfer is a lateral change within a job classification where there is no addition or

increase in compensation.

2. Transfers of seniority secretaries are to be based on seniority only within classification (i.e.: a Secretary II position to a Secretary II position). In the event a transfer is to a position within the salary classification (i.e.: Secretary I to Account Clerk II) the District may test on the particular skills required.
3. A secretary who is granted a transfer shall remain on the job for one year before she/he becomes eligible to request another transfer. Such restriction may be waived upon written request by the secretary and approval by the District and Association.
4. If a secretary requests a transfer to a lower classified position, her pay shall be adjusted accordingly.
5. If the District requests a secretary to transfer to a lower classified position, except as a part of layoff, her/his pay shall remain the same rate as in her/his classification until the pay of the lower classification increases to the same pay rate of the individual.
6. Other than layoffs, involuntary transfers shall be made only in emergency situations or to prevent undue disruption in the business of the District.

Whenever involuntary transfers are considered, the wishes of the affected secretary or secretaries will be honored to the extent that those considerations do not conflict with the best interests of the District. Secretaries so transferred shall be notified by the District as soon as a decision is made and shall receive the reasons for such a transfer in writing.

D. Promotions -

1. Promotions are defined as movements to a position in a higher classification.
2. A promoted secretary may not be placed at a step on the salary schedule lower than her/his current placement.
3. A secretary who is granted a promotion shall remain on the job for one (1) year before she/he becomes eligible to request another transfer or promotion. However, such restrictions may be waived upon written request by the secretary and approval by the District and the Association.
4. Promotion will be based upon seniority and qualifications listed in job description and as determined by the District. If a position changes, the District may test on the new changes in job duties.
5. Promoted secretaries will have a fifteen (15) working day trial period during which time the secretary may choose to return to his/her former assignment or the administrator may request that the secretary be returned to his/her former assignment. Prior to the District acting on a request by a secretary to waive any portion of the fifteen (15) working day trial period, the Association shall be notified.
6. The Master Agreement, for evaluation and appeal, will be followed for any secretary who is asked to return to her/his previous position as outlined above.

ARTICLE X

PROMOTION TO SUPERVISORY POSITIONS

The District shall have the sole responsibility of promoting secretaries to positions outside the bargaining unit as defined in the Recognition Article of this Agreement. The selection and promotion to these positions shall not be subject to the provisions of this Agreement. Secretaries within the unit may request consideration for non-unit positions.

ARTICLE XI

DISCIPLINE, DEMOTION AND DISCHARGE

- A. The District retains the right to discipline, demote, and discharge a secretary for just and reasonable cause and in accordance with the policies and provisions of this Agreement.
- B. The Association shall be notified in writing of any discipline, demotion or discharge action filed with the Human Resources Department within three (3) working days of date of such filing.
- C. Constructive criticism shall be utilized to attempt to correct any deficiency before disciplinary action is required.

The bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to a disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the District of the employee's right to representation.

In cases of disciplinary action, the following progressive discipline procedure shall be followed:

1. First offense - Conference

The purpose of the conference is for the immediate supervisor to apprise the secretary that some aspect of her/his job performance needs improvement. A secretary should be given an opportunity for improvement and this should not serve as a basis for documentation placed in the secretary's file. The Supervisors expectations are to be clearly stated.

The conference between the secretary and the immediate supervisor will occur in which the following will be discussed:

- a. The supervisor will explain his/her concerns over the secretary's performance. The secretary has the right to explain her/his action.
- b. The expectations of the supervisor will be clearly established.

2. Continuation - Verbal Reprimand

If the secretary fails to meet the expectations established in the conference, the supervisor may issue a verbal reprimand. A timeline may be applicable in certain

circumstances. Documentation that his/her reprimand occurred may be placed in the secretary's file.

3. Continuation - Written Reprimand

If the secretary fails to meet the expectations established in the Verbal Reprimand, the supervisor may issue a Written Reprimand. The Written Reprimand will state what the secretary is doing wrong and what the supervisor's expectations are.

4. Continuation - Disciplinary Layoff or Discharge of the Secretary

5. Exceptions to the above process will be those actions of the secretary that are severe enough to cause this sequence to be changed. Actions that are considered severe would be illustrated by, but not limited to, insubordination, theft, and verbal or physical assault.

D. Both parties mutually agree that with respect to discipline:

1. All disciplinary action will be private.
2. Every reasonable effort should be made mutually by the immediate supervisor and the secretary to resolve the deficiency before a written reprimand is issued.
3. A secretary subjected to disciplinary action may request that a member of the Association be present for further discussions.
4. The District agrees that, in the event of disciplinary layoff, the Association will be notified prior to, at the time of, or immediately after such penalty is imposed.
5. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the secretary. When such charges are made, the secretary has the right to respond to those charges in written form.
6. Reprimands for minor offenses may be issued by a secretary's immediate supervisor. Disciplinary layoffs shall be imposed for major offenses, or repeated offenses that have been discussed with the secretary and documented, but have not been corrected, and shall not be imposed unless authorized by the Superintendent, or in the event of his/her absence, a designee from the Human Resources Department.
7. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the District or any agent or representative thereof shall be subject to the grievance procedure previously set forth.
8. It is important that complaints regarding unjust disciplinary layoffs, discharges or suspensions be handled promptly under the Grievance Procedure.
9. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months for different or similar documented offenses. This does not apply to serious offenses.
10. All adverse material, including complaints, letter of reprimand, and evaluations, shall be removed from the personnel file four (4) years after their issuance unless removal

is prohibited by law specifically section 380.1230(b) of the Revised School Code.

ARTICLE XII

LEAVE OF ABSENCE

A. General Principles:

1. Leaves will be granted in accordance with specified provisions for each type of such leave as hereinafter provided.
2. All leaves shall be for a definite period with a specific termination date. Secretaries being granted such leave shall be required to report to duty upon the termination thereof.
3. Leaves of absence will be granted for up to one year or the length of seniority whichever is shorter, with extensions granted at the discretion of the Board. * (See below)

a. Short-Term Non-paid Leaves

Short-term non-paid leave is defined as a leave of absence up to sixty (60) calendar days with no loss of seniority or position.

b. Long-Term Non-paid Leaves

Long-term non-paid leave is defined as a leave of absence for sixty-one (61) days up to one year with the loss of position. Seniority would be frozen at this time.

* Persons on leave shall not seek or engage in other employment other than elected or appointed public office or non-bargaining unit positions with the District, unless granted specific permission by the Superintendent.

4. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the leaves as outlined herein. It is understood that any secretary found to have violated these restrictions will be exposed to possible disciplinary action.

B. Paid Leave Time:

1. All regular secretaries will be granted leave time as follows:
 - a. From one to five years = 6 days (.5 day or 3.75 hours leave time for each month worked)
 - b. From six to ten years = 10 days (.83 day or 6.25 hours leave time for each month worked)
 - c. After ten years = 12 days (1 day or 7.5 hours leave time for each month worked)

At the end of each fiscal year of the contract, the district will pay out unused leave days greater than ten days in an employee's leave bank at a rate of 60%. For

example, if an employee ends the previous year with 10 days in their bank, receives 10 days on July 1st and uses 2 days throughout the year, the employee will receive a payout of 8 days x 60% as a “bonus” (not subject to MPERS) in July of the subsequent year (10 + 10 – 2 = 18, 18 – 10 (days to keep in bank) = 8 days payout).

Leave time shall be allowed for and limited to the following reasons, such time to be charged against leave time:

a. Illness -

- 1) Personal illness.
- 2) Serious injury or illness in the immediate family with a limit of five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household and father, mother, son, daughter, and spouse, brother, sister, mother-in-law, father-in-law, son-in-law and daughter-in-law.
- 3) Illness in the immediate family: one (1) day. (Limited to making arrangements for care for the ill member of the family.)

b. Death -

- 1) Death in the immediate family with five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household, father, mother, spouse, son, daughter, father-in-law, mother-in-law, brother and sister, son-in-law, daughter-in-law, sister-in-law and brother-in-law.
- 2) Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, cousin, nephew, and niece.
- 3) Death of a close personal friend with a limit of one (1) day allowed per occurrence.

c. Routine Medical Attention -

- 1) When necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed.
- 2) Except in cases of illness, emergency, or graduation, absences with pay as defined herein will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.

d. Graduation -

Secretary, spouse, son or daughter: one (1) day in Michigan; up to three (3) days out of Michigan.

e. Required Appearances -

- 1) Court by subpoena or summons: as required
- 2) Income tax investigation: one (1) day

- 3) If a secretary is called for jury duty, a leave of absence with pay, not chargeable against the secretary's leave time allowance, shall be granted if such secretary cannot be excused from jury duty, or if such jury duty cannot be postponed until the secretary is not working. Upon receipt of the notice that the secretary is being chosen for the jury panel, such secretary shall immediately notify the Human Resources Department. The District shall pay the secretary his/her full current salary less deductions. In exchange, the secretary shall sign over his/her jury service payment to the District. If the jury service payment is more than the secretary's salary for the day missed, the secretary shall keep the amount greater than the day's gross salary.
- f. Household emergency: one (1) day. (Limited to an emergency of such a nature that previous knowledge of the problem was lacking to the extent that arrangements to handle the problem could not be handled in advance of the emergency.)
- g. The District shall provide each secretary with two (2) non-cumulative personal leave days each work year. Use of such leave shall be charged to the secretary's individual leave bank. The secretary planning to use such a day shall notify her/his immediate supervisor at least one (1) day in advance through WillSub or other process as designated by the District. In an emergency the one (1) day advance notification may be waived and notification through WillSub or other process as designated by the District carried out upon return to work. The following are restrictions upon the use of the personal business day:
 - 1) The day may not be used to seek other employment.
 - 2) The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the secretary or immediate family, moving or closing of a mortgage.
 - 3) In the event that the Superintendent declares an emergency situation in a building causing, or resulting from, student unrest necessitating that secretaries be on duty, then personal business days may, or may not, be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The secretary shall consult with her/his immediate supervisor in these circumstances.
 - 4) An employee injured on the job will supplement Workers' Compensation benefits by being paid the amount payable to her/him under the existing sick leave policy, less the amount of compensation payable to such employee under such Act. In no event shall the employee receive a combined total equal to more than her/his regular scheduled daily amount. If the employee has exhausted all sick leave, said employee shall be paid whatever Workers' Compensation benefits are allowed.

In the event an employee does not desire to supplement his/her Workers' Compensation benefits as stated above, such employee shall sign a written waiver. Such a waiver shall be made available to the employee at the beginning of each school year and shall remain in effect for that entire school year only.

- 5) Any secretary who willfully misuses leave time shall be subject to disciplinary action including discharge.

C. Paid Leave Time for Less Than Full-Time Secretaries:

Leave time will be pro-rated according to the proportion of a regular seven and one-half (7.5) hour day which the secretary is scheduled to work. For example, one-half day accumulates one-half day leave time.

D. Non-compensated leave:

1. Military leaves will be granted and re-employment will be governed by the provisions of the Military Training Act and other applicable federal and state laws.
2. Physical and mental incapacity:
 - a. Secretaries are responsible to inform the District of the health connected reason for any absence as promptly as possible. A secretary may, at any time prior to the expiration of the paid-for sick leave, request in writing, an extended leave of absence terminating at a specified date.
 - b. Should extension of a leave terminating at the end of the school year be required, a renewal application, along with the physician's certification, must be submitted before the close of the school year.
 - c. In the event a secretary, who is absent on leave which terminates at the end of the school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said secretary shall have to notify the Human Resources Department, in writing, of this intention to return. Such application must be supported by a report from the attending physician certifying that the secretary is fully recovered and capable of performing the functions and duties of her/his position. This notice shall be given as much in advance of the secretary's intended return as possible.
 - d. Upon the effective date of the physician's release, the secretary shall be placed for immediate appointment to the first available position for which she/he is qualified; or she/he shall be promptly referred to the District's selected physician for examination at the District's expense.
 - e. Secretaries who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave and do not report for duty upon such expiration shall be subject to termination as an employee of the District.
 - f. All of the above will be in accordance with FMLA.
3. Maternity leave:
 - a. Leaves of absence may be granted up to one (1) year. A secretary shall file a leave of absence request with the District. The date of expected delivery shall be certified by her attending physician at the time of filing the request.
 - b. The effective day of leave shall be agreed upon by the secretary and the

immediate supervisor based upon the best interests of the District and the secretary, provided the secretary is able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period or to the end of the semester. In the event agreement is not reached, the date of leave will be determined at the time of her filing the request, but the secretary is not entitled to remain on the job if unable to conduct all regular activities. The continuity of job performance as well as the health of the secretary are factors which will be considered in establishing the beginning date of the leave.

- c. An extension of a leave for post maternity purposes may be granted following a maternity leave, provided that the application for such leave is made before scheduled to return to work from the maternity leave. A written notification by the secretary of the intent to return to work shall be submitted to the Human Resources Department at least sixty (60) days prior to the expiration of the leave. Any combination of maternity and post-maternity leaves cannot exceed two (2) years. A secretary will not receive scheduled increases in salary or seniority credit during such leaves. No accumulated leave time will be granted during the leave of absence.
 - d. Return from maternity leave prior to the termination of the leave may be approved by the request of the secretary and requires the approval of the secretary's physician. After written approval of the secretary's physician, the secretary shall be placed for immediate appointment to the first available comparable position for which she is qualified if she is not contractually entitled to return to her previous position.
 - e. A secretary who indicates in writing, prior to the birth of a child, an interest in returning to duty within sixty (60) days following the birth of the child shall be assured that the position will be available upon return within, but not exceeding, the sixty (60) days.
 - f. A secretary adopting a child may receive a leave of absence under this provision which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parents.
 - g. In cases of adoptive leave up to sixty (60) days, the secretary will be guaranteed return to the position held at the time the leave was granted.
4. Forced leaves of absence:
- a. The Board of Education may, at its discretion, require any secretary to submit to a physical and/or psychiatric examination at any time. The District reserves the right to designate the physician or physicians administering such examination. The District shall pay the examination fees.
 - b. The District may, without the secretary's request, give the secretary a one (1) year leave of absence without pay, except for accrued sick leave time, upon the written recommendation of a school designated physician and/or psychiatrist. However, it shall be the right of the secretary involved to also select her/his own physician and/or psychiatrist at her/his own expense, and in the case of a conflict between the two reports, an additional professional opinion shall be sought at District expense before the District may enforce such leave of absence without pay.

- c. In case a secretary's record shows recurring illness, which appears to be the result of chronic illness, the District may require the secretary to visit her/his doctor at stated intervals.
5. A secretary on a non-compensated leave shall notify the Human Resources Department, in writing, of her/his intent to either extend her/his leave, return to work, or terminate her/his employment, at least thirty (30) days prior to the expiration of any leave other than those mentioned in Article XIII, Section A., 1., 2., and 3. Failure of the secretary to notify the District as outlined above may result in termination.

ARTICLE XIII

WORKING CONDITIONS

- A. When classes are not in session, and when conditions are such that a secretary may be subject to working in a building where there are no other District personnel present, the secretary's immediate supervisor shall make an adjustment of building personnel's schedules to preclude such an instance.

Whenever a secretary is performing an assignment for the District outside the secretary's regular assigned hours, the secretary shall have the option to request the immediate supervisor make arrangements to insure that the secretary is not alone in the building. If the secretary chooses to be in the building alone, the immediate supervisor shall insure the secretary is aware of all safety precautions and procedures to provide for the secretary's optimum safety.

- B. Any secretary who feels she/he has been unjustly treated with respect to any or all of the terms and conditions of this Agreement may seek redress under the provisions of the grievance procedure.
- C. Any secretary can refuse to perform job duties which would endanger health and well being.
- D. The District shall make available to bargaining unit members first aid kits, gloves and appropriate training in the handling of blood, blood products and other bodily products and policies as requested by MIOSHA and the Michigan Department of Public Health.
- E. Whenever a secretary is requested to do any school business requiring the use of her/his own automobile, reimbursement at the regular District rate will be allowed and paid.
- F. Inclement Weather/Emergency Days -
 - 1. It is recognized that during the course of the work year, scheduled work days may be canceled at the discretion of the District due to severe weather and/or emergency conditions. For the days allowed by state law for inclement weather in which the District is closed, no secretary shall be required to report to work. Such persons shall suffer no loss of wages or benefits for such days. Any such days which were scheduled days of pupil instruction may be made up during the work year in which they were missed without additional compensation to the bargaining unit members.
 - a. Bargaining unit members may be requested by the District to not report on

certain inclement weather/emergency days in addition to those described in Section F., 1, above. Such persons shall suffer no loss of wages or benefits for such days.

- b. If the District needs to cover an assignment:
 - 1) The District will initially contact the bargaining unit member who normally performs the bargaining unit duties, then the offer to perform bargaining unit duties will be offered to the most senior bargaining unit member within the department.
 - 2) If none are available, the District will offer the assignment to the most senior bargaining unit member within the building.
 - c. The bargaining unit member working the above assignment will be paid at a rate of double time, which means the person will be paid his/her base rate as though she/he were not at the work place, plus the person will be paid the regular hourly rate for the time she/he works.
2. Close-down during the duty day which requires early dismissal:
- a. No deductions by the District. Regular pay and benefits would be maintained.
 - b. Release of bargaining unit members in school buildings will be at the direction of the immediate supervisor no later than fifteen (15) minutes after the last grade level has been dismissed.
 - c. In case of a District-wide close down which requires early dismissal, all secretaries assigned to work places other than school buildings will be released fifteen (15) minutes after the last grade levels have been dismissed.
 - d. If the administrator requires overtime, the most senior secretary with a classification equal to or greater than the assignment in that department or building will first be offered the overtime. If no bargaining unit member is available in the department, the assignment will then be offered building-wide to the most senior bargaining unit member. If no bargaining unit member is available building-wide, then the assignment will be offered District-wide to the most senior bargaining unit member.
 - e. Overtime will be paid at a rate of double time, which means the person will be paid her/his base rate as though she/he were not at the work place plus the person will be paid the regular hourly rate for the time she/he works.
 - f. After implementation of the above, the District reserves the right to cover an assignment in any way deemed necessary.
3. A secretary who reports for work and cannot get into the building:
- a. Shall call the Human Resources Department to notify them that she/he reported to work but could not get into the building. She/he shall state the reason(s) why she/he could not get in, i.e. doors locked, lot not plowed, street not plowed, etc.
 - b. May go home without any deductions in pay or leave time being made.

- G. Secretaries will not be required to transport children but may accompany another individual in the transportation of the children.
- H. The employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such physical force with students as is permitted by law and under such conditions as is permitted under law.
- I. The District shall make available appropriate facilities (lunchroom, staff room and restroom) in each building for use by secretaries to the extent of the existing facilities.
- J. In the absence of the secretary's immediate supervisor, the secretary shall perform necessary duties as previously discussed with her/his supervisor with respect to procedures and emergency operations.

K. Notice of resignation -

When a secretary desires to terminate her/his employment, there must be at least ten (10) working days notice of resignation, in writing, given to the immediate supervisor. A secretary's resignation of shorter notice, unless a documented emergency, shall automatically cause forfeit of any and all benefits.

- L. The District shall allow any member represented by the Association and one (1) other person to attend all school sponsored functions held on or in school owned facilities, by showing her/his Identification Card or other suitable identification provided by the District.
- M. If a secretary's regular job duties include transporting District monies, the District will advise the Association of the insurance carrier providing liability coverage and the extent of such coverage. This notification, and any subsequent changes or modifications to the carrier or coverage, shall be made by letter to the Association.

ARTICLE XIV

WORKING HOURS AND WORK YEAR

A. Working Hours and Work Year -

Level I 201 plus 10 holidays = 211 paid days

Elementary	Secretary I
Elementary	Secretary II
High School	Secretary II
Food Service	Secretary I
High School	Athletic Secretary II

Level II 206 plus 10 holidays = 216 paid days

Middle School	Secretary I	
Middle School	Secretary II	
High School	Account Clerk II	
Administration	Secretary I	Special Education
Administration	Secretary I	Curriculum / Instruction
Administration	Secretary II	Student Records
Administration	Account Clerk II	Instruction and Grants

Level III 216 plus *11 holidays = 227 paid days

High School	Executive Secretary
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Level IV 52 weeks and *11 holidays = 261 paid days

Administration	Executive Secretary
Harrison	Secretary I
Administration	Secretary I
Operations	Secretary I
Print Shop	Secretary I
Print Shop	Machine Operator
Administration	Account Clerk I

**4th of July, if applicable*

START DATES:

Level I	10 business days prior to Labor Day.
Level II	12 business days prior to Labor Day.
Level III	17 business days prior to Labor Day.
Level IV	(52 weeks)

Principals or Program Directors may submit requests for exceptions to the above to the Assistant Superintendent.

1. A work day shall consist of seven and one-half (7.5) hours, not including lunch time. A work week shall consist of thirty-seven and one-half (37.5) hours.
2. The work schedule of all regularly assigned 52-week secretaries shall be determined by the days that the Administration Building is open.
3. The work schedule for all less than 52-week secretaries shall be as outlined in the calendar.

B. Lunch periods and breaks -

1. The starting, ending, and lunch times will be mutually agreed to by each secretarial employee and their supervisor within the confines of this agreement.
2. All secretaries will have an uninterrupted lunch period of not less than one-half hour. Secretaries will be provided a fifteen (15) minute relief time in the morning and in the afternoon.
3. When there is a permanent change in the work day beginning and ending times, including the normal lunch period schedule, the District will allow one weeks' notice and flexibility for the bargaining unit member to make alternate plans due to such change, when reasonably possible.

C. Overtime -

1. The purpose of the overtime policy is to provide additional services in emergency or overload work situations. Whenever such emergency or overload situations arise, the District may request a secretary or the secretary may request to work overtime. In such instances the following provisions will apply:
 - a. The secretary will be given at least twenty-four (24) hours notice of the overtime assignment where possible.
 - b. The District shall, wherever possible, take into consideration the factor of seniority in assigning overtime within the department or building by classification.
 - c. A secretary will not be expected to perform an overtime assignment in such instances where conditions exist over which she/he has no control. Such conditions might include, but are not limited to, a death in the family, an illness in the immediate family, a family emergency, or a commitment by the secretary made prior to the twenty-four (24) hours notification of overtime.
 2. All secretaries shall be paid time and one half (1 ½) of their base pay for all hours over forty hours in normal work week.
 3. Double time shall be paid for work performed on Sundays or holidays as listed in Article XXV, Section A., of this contract. Secretaries shall not be requested to take off for overtime worked or to be worked. There shall be no duplication of overtime payments for the same hours or work.
- D. If a secretary should assume the duties of a secretary in a higher classification for five (5) consecutive work days, exclusive of vacations, holidays, personal leave and sick days, she/he shall receive the pay of the higher classification beginning the sixth (6th) day, retroactive to the first (1st) work day, upon official notification by the supervisor to the Human Resources Department and approval from the Director for Human Resources or Designee.

ARTICLE XV

SUBCONTRACTING AND TECHNOLOGICAL CHANGE

The District agrees that it will not contract out work that could be performed by the bargaining unit members, if such contracting would result in the layoff of bargaining unit members.

ARTICLE XVI

EVALUATION

- A. Each secretary shall have the right upon request to review the contents of her/his own personnel file in the presence of the appropriate administrator.
- B. Materials which shall be identified, but not shared in totality, will include pre-employment credentials from educational institutions and previous employers.
- C. The District shall maintain complete cumulative files on all personnel, including up-to-date records pertaining to performance of duties.
- D. Each administrator may contribute to the cumulative file in accordance with his/her administrative duties:
 - 1. Records of positive nature, including supervisory reports, memos and letters to the secretary, plus other miscellaneous evidence of successful service.
 - 2. Records of unsatisfactory performance must be specific in content, signed by the administrator, with a copy furnished to the secretary. The secretary shall acknowledge receipt of the report by signing it within three (3) work days.
- E. The Association and the District profess and support the precepts, as stated in Exhibit C, upon which the Evaluation Form (Exhibit C-1) and its application are based. The committee composed of the District and Association will agree on the evaluation for Exhibit C-1.
- F. If a secretary's evaluation points out questionable characteristics of the secretary in any manner and the secretary does not agree with the evaluation, the secretary may attach written comments to her/his evaluation within ten (10) duty days of receiving her/his evaluation. A copy of the evaluation and her/his attached comments, if any, will be placed in the secretary's personnel file.
- G. The appropriate administrator shall be responsible for written evaluation at least once every two (2) years for non-probationary secretaries. The secretary may request, and be evaluated more than once every two (2) years. Written evaluation for all probationary personnel shall be done at least once during the year.
- H. The Division of Human Resources Department shall be responsible for acquainting new secretaries with the evaluative procedures during the first month of their employment.
- I. In the absence of an evaluation, a secretary's job performance shall be considered satisfactory.

ARTICLE XVII

DISTRICT IMPLEMENTATION MEETING

- A. Implementation meetings shall be held with representatives of the District and the Association present, as requested, during the school year. Additional meetings will be scheduled at the request of either party at a mutually agreeable time.
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. Upon request, the District or the Association will respond with its position on a specific issue within ten (10) working days following the date of the implementation meeting. The ten (10) day time-line may be extended by mutual consent.

ARTICLE XVIII

VACATIONS

- A. Newly hired secretaries and current District secretaries with less than one full year of service hired into a fifty-two week position shall earn vacation time at the rate of one (1) day per month. Vacation earned from hire date through December 30 must be used beginning January 1 through June 30 and may not exceed one (1) day per month for each month worked in the new position, up to a maximum of four (4) days. Vacation earned from January 1 through June 30 (not to exceed six (6) days) must be used beginning July 1 through June 30 of the following fiscal year. Secretaries will then receive vacation time based on years of service as established in Section C., below and shall be determined as of July 1.
- B. Current District secretaries with no less than one full year of service hired into a fifty-two week position will be given one (1) day vacation for each month worked in the new position during the first fiscal year (not to exceed ten (10) days). (Example: A secretary starting in August will be given ten (10) days. A secretary starting in March will be given four (4) days.) Those days must be used by June 30 of that year. Secretaries will then receive vacation time based on years of service as established in Section C., below and shall be determined as of July 1.
- C. Vacation shall be earned at the following rate:
 - 1 through 4 years: 10 days
 - 5 through 9 years: 15 days
 - 10+ years: 20 days
- D. Secretaries working less than seven and one-half (7.5) hours per day will accumulate vacation credit in proportion to the length of their work day. For example, a secretary who works one-half day will accumulate one-half day of vacation time per month.
- E. A secretary has the right to request a specific vacation period. Accumulated vacation time may be used in a block or divided into shorter periods. The timing of her/his vacation shall be subject to the approval of each secretary's immediate supervisor. Because of the necessity of avoiding undue interruptions of work, it is recognized that the District retains the right of final determination for all vacations.

- F. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, regularly assigned approved secretaries shall receive any unused vacation allowance at the rate of pay received by them at the time of said resignation, termination of service or transfer.
- G. A secretary reduced from a full-time, fifty-two (52) week position, due to staff adjustments, shall be paid for all unused vacation allowance in excess of their new vacation allowance at the rate of pay received at the time of transfer.

ARTICLE XIX

ATTENDANCE PROCEDURE

Secretaries are responsible for reporting their absence by calling as directed by their immediate supervisor; either, the immediate supervisor, the assigned building or department, or the Human Resources Department.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This 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 District and the Association. If any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction, such provision shall be void and inoperative. However, all other provisions of the Agreement shall continue in effect.

Nothing contained within this Agreement shall be constructed to deny or restrict to any bargaining unit member rights she/he may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

- B. The District may offer a secretary the opportunity to attend a District paid or unpaid training program which would allow her/him to improve her/his skills and improve her/his opportunity to qualify for existing or projected District opening. The District shall notify the Association of such programs.
- C. The District may involve members of the Association in student secretary training programs as work training experience for students. Such programs will be discussed with the secretary involved before implementation.
- D. Co-op students shall not be used to eliminate positions or hours or reduce secretarial overtime.

ARTICLE XXI

PAYROLL DEDUCTIONS

- A. All secretaries must have on file an exemption card for withholding tax as required by the IRS, State and City, in the Human Resources Department. Any secretary desiring a change in exemptions shall do so by filing a new form. Deductions are based upon a

schedule supplied by the Federal, State and City governments.

- B. Secretaries may request in writing, or by submission of a deduction authorization, that additional deductions be made from their pay for the following purposes:
 - 1. United Way
 - 2. Credit Union
 - 3. Tax Deferred Annuity Program
 - 4. United States Savings Bonds
 - 5. Health Insurance
 - 6. Dental
 - 7. Vision
 - 8. Other
- C. The District will mail the secretary's check to an address previously indicated by the secretary, provide for the deposit of the secretary's check to a banking or savings account as so indicated by the secretary, or provide for another person previously identified by the secretary to pick up the secretary's check. Arrangements for these provisions should be made with the Human Resources Department before the secretary begins her/his absence. The request must be made in writing.
- D. If a secretary so desires, she/he may have their choice of having their pay computed on a 24 or 20 pay plan by filling out the necessary Pay Option Election form supplied by the District.

ARTICLE XXII

NEGOTIATIONS PROCEDURES

- A. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any branch, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. At least ninety (90) days, and not more than one hundred fifty (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 secretaries employed by the District.

ARTICLE XXIII

PAID HOLIDAYS

- A. Holiday pay will be paid to all regularly assigned secretaries for the following holidays:
 - 1. Labor Day
 - Thanksgiving Day
 - Day following Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
 - New Year's Day
 - Good Friday

Easter
Memorial Day
Independence Day

2. The secretary must have been paid for the last scheduled work day prior to and the next scheduled work day after a holiday for her/him to be paid for such holiday.

ARTICLE XXIV

SICK LEAVE BANK

- A. The District agrees to establish a leave bank in the amount of one hundred fifty (150) days. Thereafter, the District agrees to replace days used from the bank so that at the beginning of each fiscal year, the bank will have a balance of one hundred fifty (150) days.

Those employees who do not qualify for STD/LTD could draw up to 15 work days pay at 60% of earnings.

- B. A sick leave bank committee shall be established composed of two secretaries appointed by the Association, two administrators appointed by the District, and the Director of Human Resources or Designee. The sick leave bank Committee's decision shall not be subject to the grievance procedure set forth in Article VI.
- C. In the event that the secretary has exhausted her/his individual sick leave bank and is certified by a physician to have a personal illness, injury or disability, the secretary may apply to the Human Resources Department for sick leave bank benefits.
 1. When a secretary has provided certification by a physician, notified the Human Resources Department and exhausted her/his individual sick leave, and been off fifteen (15) work days without pay, the secretary may be entitled to draw up to fifteen (15) days from the sick leave bank.
 2. During the paid leave time, the District agrees to continue and maintain all of the health and other fringe benefits to the extent permitted by the insurance carriers, provided the secretary has received pay for ten (10) days of each month.

ARTICLE XXV

INSURANCE

- A. Health Insurance -

1. Effective July 1, 2013, the District shall provide:

- MESSA ABC Plan 1
- Rx Saver
- \$10/25/50 office visit/urgent car/emergency

The Port Huron Area School District (District) and the Port Huron Association of Educational Secretaries (PHAES) agree that for the 2013/14 school year, effective July 1, 2013, the District agrees to pay no more of the annual costs as allowed by P.A. 152 of 2011, with a maximum starting July 1, 2013 of \$5,433.75 single,

\$12,008.59 two-person, and \$14,589.62 full family, of the total annual cost of a medical benefit plan, including premiums and payments into health savings accounts. The maximum the district will pay will be adjusted each January 1st based on the change in the medical care component of the United States consumer price index for the most recent 12 -month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

The above maximums (hard caps) are based on the premium rates for the MESSA choices ABC Plan 1 with deductibles of \$1250/2500 and related District HSA contributions and may be subject to change if the health insurance plan changes.

The District will partially fund a Health Savings Account (HSA) which will be administered by Health Equity. Beginning January 1, 2014, the District will contribute toward the deductible \$950 for single subscriber and \$1900 for two person and full family subscribers. These will be funded in two equal payments: half on January 2nd and half on July 1st. Upon request to the PHAES and the District, employees who experience financial hardship due to the high deductibles will be advanced the July 1 payment at the time the hardship arises.

The District will continue to make contributions to health savings accounts in the amount that keeps the gap between the plan deductibles and the District contributions for the 2013/2014 and 2014/2015 school years at \$300/\$600.

Effective August 1, 2015, the District will have the option to offer secretaries the current health insurance plan without a Health Savings Account (HSA) contribution in addition to the current plan with an HSA contribution. Total cost will be adjusted accordingly. The employee has the option of choosing the alternate plan.

2. Coordination of Benefits: The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit whether by the District or any other employer; if the concurrent carrier is Blue Cross/Blue Shield.
3. Secretaries who work less than full time will have the above insurance premium prorated to a rate equivalent to their work week; i.e., a secretary who works one-half (1/2) day will have one-half (1/2) the insurance benefit paid by the District and will have to pay one-half (1/2) herself/himself.
4. There shall be no interruption of coverage for those secretaries already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by such "Services".
5. A secretary desiring coverage as to the foregoing shall apply to the Human Resources Department for same on a form which the District will furnish for that purpose, it being understood that failure on her/his part to do so will relieve the District from any responsibility for lack of coverage resulting therefrom. A secretary desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover such costs, but the District shall not be responsible for lack of proper coverage resulting from errors or inability to make an authorized deduction.
6. To be eligible for inclusion under this plan, new secretaries must make application to the Human Resources Department within forty-five (45) days after employment or at

any open enrollment period prescribed by such "Services".

7. As to a secretary whose spouse is also employed by the District, either such employee may elect to have the District's cost of her/his contribution under the plan combined for purposes of obtaining some type of joint coverage, it being understood that the District shall not be required to pay more than the total cost of providing for separate coverage under the plan for such employee and spouse.
8. No contribution by the District will be made during leaves of absence and layoffs and upon termination of employment all contribution shall cease. A secretary may pay the premium for insurance coverage during her/his leave-of-absence to provide continuous coverage. Arrangement for such payment and/or payment schedule should be made with the Human Resources Department by the secretary at the time the leave is granted.
9. The agreement of the District to contribute toward the insurance premium is applicable with respect to secretaries who are employed forty (40) weeks or more in a particular school year. If a secretary works less than forty (40) weeks in a school year, the amount of the contribution shall be pro-rated.
10. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.
11. When an eligible secretary who formerly had another group Health carrier (Commercial) through her/his spouse and has lost that coverage, by death, divorce or legal separation, or when the spouse of an enrolled employee has lost his/her coverage, application for insurance enrollment can be made provided the following requirements are met:
 - Applicant must apply for transfer into our insurance group coverage within thirty (30) days of the termination from the former group plan.
 - The former group plan must be independent of any coverage now co-existing with the insurance in this group.
 - All applicants must be eligible for coverage as an employee of her/his group.
 - The applicant is entitled to all benefits under our present insurance group plan except Maternity coverage where a waiting period is a requirement under the terms of our program.
 - An application card must be completed on each individual applying for insurance coverage.
 - Completed application cards must be submitted with the Monthly Remittance Report in the same manner as New-Hire applicants.
 - Applicants will become effective with the first billing date following date of application if signed within thirty (30) days and submitted with the next available statement.

12. Insurance Cost Containment:

Co-pay reimbursement: The District shall reimburse any bargaining unit member for the actual cost of a name brand prescription in excess of the current top tier/dollar amount in the following circumstances: The member's physician has determined that the name brand drug is medically necessary where an equivalent generic drug exists, the member's physician has followed the BC/BS required procedures to obtain approval of the name brand drug and BC/BS has denied approval of a waiver of the generic drug requirement. In such circumstances, the member shall have the right to obtain the name brand drug and the District shall reimburse the member for the cost of the name brand drug in excess of the current top tier/dollar amount.

B. Vision and Dental Benefits -

1. The District shall pay the actual premium costs to provide Vision and Dental coverage. The District will provide SET, Inc. plan, whether single or full family, or equivalent coverage with carriers to be determined by the Board. The District will provide SET, Inc., whether single or full family, or equivalent coverage with carriers to be determined by the Board. With respect to Dental Insurance, the District will make available to the secretaries the opportunity for internal and external sub-grouping as it relates to other Dental coverage carried by the District or another employer. Vision coverage will increase to benefits similar to SET, Inc.

The sub-grouping coverage afforded would in no case be greater than that afforded to other non-sub-grouped members covered under this Agreement.

2. Additionally, secretaries who opt for SET, Inc. 75% (outlined in Paragraph A above) will not be provided SET, Inc. 50% also.
3. No contribution by the District will be made during leaves of absence and layoffs and upon termination of employment, all contributions shall cease.

C. Life Insurance -

1. The District shall pay the actual premium cost for \$15,000, of group term life insurance with A.D. & D. rider.
2. The carrier shall be selected by the District and the premiums thereon less any dividends that may be payable on said policies shall be paid by the District. Benefits shall be payable to the beneficiary designated by the secretary.

D. Short Term Disability -

District paid short term disability plan will provide the following:

- 26 weeks of coverage
- 1st day injury / 8th day illness
- 60% of earnings non-taxable (not to exceed \$750.00) per week

Employees working under 20 hours per week will be grandfathered into the Disability Benefits, however new employees hired after July 1, 2013, working under 20 hours

per week, will not be eligible.

E. Long Term Disability -

1. Upon submission of a written application, the District shall provide, without cost, to each full-time employee a salary replacement program in the event the employee is unable to perform his/her duties as a result of a disability occurring from illness or injury.
2. The program will provide the following:
 - a. Monthly benefit - 50% of the employee's base wages, not to exceed \$1,500. This amount will be reduced by other income to which the employee may be entitled from any of the following sources:
 - 1) Disability benefits and/or retirement benefits payable under the Social Security Act on the employee's behalf.
 - 2) Earnings continuation from any employer.
 - 3) Benefits payable under any other group insurance disability plan.
 - 4) Benefits payable under any government disability plan.
 - 5) Benefits payable under Worker's Compensation Act.
 - 6) Benefits payable under any group or individual no-fault plan of automobile insurance.
 - 7) Retirement benefits provided by an employer and/or the government.

The benefit calculation above will be reduced by the amount by which such benefit plus income benefits payable to the employee on behalf of his/her dependents exceeds 50% of his/her earnings at the date of disability.

The District Plan will reduce benefits by other income or increases in income to which the employee may be entitled by satisfactory application for benefits from any other source. Only income which commences coincident with or subsequent to the inception of the disability for which benefits are payable under this plan will apply. However, benefits will not be reduced by subsequent cost of living increases in income from any other source.

Subsequent changes to the initial Social Security award will not affect the benefit payable unless changes are the result of a change in dependent status or an error in the determination of the award.

In determining the amount of benefit payable under this plan, the District will use the monthly equivalent of any other income payable to the employee in a lump sum or on any basis other than a monthly basis. An estimate of the amount of any government plan award will be used prior to the advice of the actual award. This plan is not instead of, and does not affect, any requirement for coverage by any State Disability Benefits Insurance.

b. Definition of Total Disability:

Total disability means that the employee is unable because of sickness or accident to perform the duties of her/his normal occupation for any employer. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which the employee is fitted by training, education, or experience will constitute total disability.

c. Commencement of Benefits:

Benefits start after a qualifying period of one-hundred and eighty (180) days from the commencement of total disability, provided proof of disability is submitted within six (6) months following the qualifying period.

3. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the * **"at work requirement"**, with this employer before benefits are effective.
4. Employees newly hired by the District shall be eligible for District insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
5. District agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.

* **"at work requirement"** - must have been physically on the job for at least one (1) full work day following the signing of this Agreement.

ARTICLE XXVI

NO STRIKE - LOCKOUT

The Association agrees that so long as this Agreement is in effect neither the Association nor any of the secretaries covered by this Agreement shall engage in any strike, slowdown, stoppage of work, and disturbance on school property or other interference with work or threat or inducement of the same, for any reason whatsoever. Any secretary, who violates any of the provisions of this paragraph, participating therein, shall be subject to disciplinary action, including discharge. Secretaries may work additional days during a strike situation at the request of their Administrator and with the approval of the Human Resources Department. The District agrees that so long as this Agreement is in effect, there shall be no lockout.

ARTICLE XXVII

DURATION

- A. This Agreement shall be effective July 28, 2015, and shall continue in full force and effect until midnight on June 30, 2017, and from year to year thereafter unless, prior to ninety (90) days before expiration date, either party shall notify the other in writing of its desire to terminate upon the expiration date of the year in which the notice is given.
- B. It is further agreed that following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change, upon termination.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES

By: *Jeff Stout*
Jeff Stout, President of Board

By: *Deirdre M. Blake*
Deirdre Blake, President of Association

Date 10-27-2015

Date 11-3-2015

"DISTRICT"

"ASSOCIATION"

Tracie Esch
Chief Negotiator
Tracie Eschenburg, Exec. Dir. Empl. Svcs.

Deirdre M. Blake
Chief Negotiator
Deirdre Blake, President

Katherine Peternel
Team Member
Katherine Peternel, Exec. Dir. Finance

Susann Kamendat
Team Member
Susann Kamendat, Vice-President

Team Member

Myra L. Brennan
Team Member
Myra Brennan, Treasurer

Team Member

Lynn Butterworth
Team Member
Lynn Butterworth, Secretary

WAGE PROPOSAL

COMPENSATION

- A. All secretaries will move up one step on the revised salary schedule for the 2015-16 school year.
- B. All secretaries will move up one step on the revised salary schedule at the start of the 2016-17 school year.
- C. Any Executive Secretary hired after August 1, 2015, will be placed at Level III on the salary schedule.

HOURLY SALARY SCHEDULES

- I. Secretary II
- II. Secretary I, Account Clerk II, Print Shop Machine Operator
- III. Account Clerk I
- IV. Executive Secretary

2015/16 and 2016/17

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
I.	10.11	10.61	11.21	11.96	12.81	13.66	14.31
II.	11.10	11.75	12.50	13.35	14.20	15.25	16.01
III.	11.75	12.40	13.15	14.00	14.90	15.85	16.53
IV.	13.12	13.77	14.52	15.37	16.27	17.22	18.48

LETTER OF UNDERSTANDING - WORK YEAR

Secretaries may request a reduction of their work year by up to five (5) days with the permission of their administrator.

LETTER OF UNDERSTANDING - EVALUATION

The Association and the District profess and support the following precepts upon which this form and its application are based:

1. An evaluation of a secretary is intended to determine her/his strengths and weaknesses as they relate to her/his ability to perform her/his assigned job duties.
2. The primary intent of the determination of weak points is to provide a clear and constructive means for improvement.
3. If a secretary is rated less than satisfactory in any particular category the rating supervisor shall include the following:
 - a. A written statement or statements as to the nature of weaknesses.
 - b. A written recommendation or recommendations for improvement in the indicated area of weakness.
 - c. A written statement of the supervisor's expectations.
4. It is recognized that the evaluation form may be used by the District as part of the progressive discipline procedure.
5. This evaluation is to be completed at least once every two (2) years.

Port Huron Area School District
EVALUATION FORM (EXHIBIT C-1)
Port Huron Association of Educational Secretaries

(Name of Secretary)

(Classification)

(Date)

Purpose

The purpose of conducting an evaluation is to provide a time each year to discuss an employee's job performance. Feedback as to both strengths and opportunities can improve job efficiency, productivity, and relationships.

Process

The evaluation is to be completed by the employee's supervisor at least once every two years. The original will be placed in the employee's personnel file and a copy given to the employee.

A conference will be held in which the supervisor and the employee discuss the contents of the evaluation form. If the employee disagrees with the evaluation, he/she may attach a written statement to the evaluation form.

If the employee is checked under "Need Improvement or Does not meet expectations" the supervisor must include an explanation of his/her reason. The explanation should be a written statement to the nature of the opportunity, recommendations for improvement and the supervisor's expectation. (Supervisor's comments)

The following rating system is as follows:

- 1 - Exceeds Expectations
- 2 - Meets Expectations
- 3 - Needs Improvement
- 4 - Does not Meet Expectations
- N/A - Not Applicable

7. Quantity of work					
	Consider employee's volume of work output; meeting work schedules; performs extra work as needed.				
	1	2	3	4	N/A
8. Office equipment					
	Consider how proficiently employee uses and maintains business machines. (Fax, copier, computer, scanner)				
	1	2	3	4	N/A
9. Computer proficiency					
	Consider the ability to utilize (School District's) software and be proficient in the use of Microsoft Office and navigate internal and external District websites.				
	1	2	3	4	N/A

II. Relationships with Co-Workers/Students/Supervisor/Public

1. Ability to work with others					
	Consider how employee's cooperation, self-control, and ability to get along with others influences overall job effectiveness.				
	1	2	3	4	N/A
2. Telephone etiquette					
	Consider how employee handles telephone contacts.				
	1	2	3	4	N/A
3. Acceptance of constructive criticism					
	Consider employee's willingness to accept constructive criticism.				
	1	2	3	4	N/A
4. Diplomacy and discretion					
	Consider employee's tactfulness with others and is trustworthy in the confidential aspects of the position.				
	1	2	3	4	N/A

5. Relationship with students

Consider employee's ability to display self-control and respond to a frustrating situation; knowledge of school policy regarding discipline; sets a good example for students. Consider if employee treats students in a pleasant, respectful manner and always striving to help them.

1 2 3 4 N/A

III. Personal Qualities

1. Interest in job

Consider enthusiasm, productiveness, and willingness to carry out work assignments.

1 2 3 4 N/A

2. Initiative

Consider the ability to be self-starting, efficient, and resourceful toward job objectives. Shows desire for self-improvement and an ability to adapt to changes.

1 2 3 4 N/A

3. Attendance/Punctuality

Consider timeliness; reliability and dependability.

1 2 3 4 N/A

4. Professionalism

Consider whether the employee presents a professional appearance to parents, students and staff. Also consider qualities such as loyalty and commitment.

1 2 3 4 N/A

Supervisor's comments:

(Signature of Supervisor)

(Date)

(Signature of Employee)

(Date)

Note: The presence of the employee's signature shall indicate that the evaluation has been received by the employee. The signature does not necessarily imply agreement with the evaluation.

(Check here if an employee response is attached)

EXHIBIT D

Grievant: _____
 Number: _____

**PORT HURON AREA SCHOOL DISTRICT
 RECORD OF GRIEVANCE PROCESSING**

<u>Step</u>	<u>Required Action</u>	<u>Initiator</u>	<u>Time Limitations</u>	<u>Date of Action</u>
1.	File grievance	Grievant ⁽¹⁾	Within 15 days of alleged grievance ⁽²⁾	_____
	Grievance received	Administrator ⁽³⁾	Within 15 days of alleged grievance	_____
	Disposition made	Administrator	Within 5 days of receiving grievance	_____
	Disposition received	Grievant	Within 5 days of receiving grievance	_____
2.	Appeal Filed	Grievant ⁽¹⁾	Within 5 days of receipt of disposition	_____
	Appeal received	Superintendent	Within 5 days of receipt of disposition	_____
	Hearing held	Superintendent	Within 5 days of receipt of appeal	_____
	Disposition made	Superintendent	Within 5 days of hearing	_____
	Disposition received	Grievant	Within 5 days of hearing	_____
3.	Notice of non-acceptance of Superintendent's decision	Grievant	Within 10 days of Superintendent's determination	_____
	Applied for arbitration	Grievant/ Association	Within 20 days of Notice of Appeal	_____

Grievant prepares three (3) copies:

- | | |
|---|------------------|
| ⁽¹⁾ And/or Association | 1. Administrator |
| ⁽²⁾ All days are school days | 2. Association |
| ⁽³⁾ Line Administrator/Building Principals | 3. Secretary |

GRIEVANCE SHEET

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING: _____

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance; pertinent Article, Section, Paragraph and page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

VIOLATION:

RELIEF SOUGHT:

Date

Signature of Grievant

Association Participating _____

Association to be informed _____

Initials _____

Date _____

**ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR
ASSOCIATION POSITION SHEET**

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING: _____

DATE OF GRIEVANCE: _____

STATEMENT OF DISPOSITION OF: _____

(Statement of Disposition to be signed and dated by Administrator)

Date

Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO
DISPOSITION:

(To be signed and dated by grievant and/or Association)

Date

Signature of Grievant

PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES

SICK LEAVE BANK APPLICATION

I hereby apply for _____ days from the Sick Leave Bank of the Port Huron Association of Educational Secretaries. The reason for this request and the circumstances surrounding it are as follows: _____

Date

Signature

Do not write below this line. For committee use only.

_____	Date Received	
_____	Date of Committee Review	
_____	Request Granted	<u>Number of Days</u>
_____	Request Denied	

Reason for denial: _____

Committee Chairman

Association President

Administration

8/6

Davidson 8/6/13
Kate Paton 8-6-13
K. Jorgo 8-6-13
Dunche M. Blake 8/6/13

Addendum I-District's counter proposal

Secretary Negotiations 8/6/2013

Severance language change and provisions related to terminating the severance/accumulated leave time language

Article XIV - Remove entire article

1. Leave time will no longer be accumulated and paid out at retirement
2. Existing leave time (as of June 30, 2013) will be paid out as follows:
 - a. Payout days in bank greater than 10 to a maximum payout of 80 days
 - b. The remaining days will be paid out at the following rates:
 - i. Hire date before 12/31/1991 at 90%
 - ii. Hire date between 1/1/1992 and 12/31/1999 at 80%
 - iii. Hire date after 1/1/2000 at 60%
 - c. Examples:
 - i. Accumulated 100 days, max payout at retirement is 80, hired in 1990: leave 10 in bank and pay out 80 days at 90%
 - ii. Accumulated 65 days in bank, max payout at retirement is 80, hired 1998: leave 10 in bank and payout 55 days at 80%
 - d. If retire by June 30, 2014, current contract language for Accumulated Leave Time shall apply
3. Lump sum provision for terminating severance:
 - a. Paid to all members
 - b. 1% of base salary in year one and 1% of base salary in year two
 - c. Paid as a "bonus" (not subject to mpers)

Article XIII, B. Paid Leave Time – change to reflect the following:

1. From one to five years = **6 days** (.5 day or 3.75 hours leave time for each month worked)
2. From six to ten years = **10 days** (.83 day or 6.25 hours leave time for each month worked)
3. After ten years = **12 days** (1 day or 7.5 hours leave time for each month worked)
4. District paid short term disability plan
 - a. 26 weeks of coverage
 - b. 1st day injury / 8th day illness
 - c. 60% of earnings non-taxable(not to exceed \$750.00)
5. At the end of each fiscal year of the contract, the district will pay out unused leave days greater than ten days in an employee's leave bank at a rate of 60%. For example, if an employee ends the previous year with 10 days in their bank, receives 10 days on July 1st and uses 2 days throughout the year, the employee will receive a payout of 8 days x 60% as a "bonus" (not subject to mpers) in July of the subsequent year (10+10-2 = 18; 18-10(days to keep in bank) = 8 days payout).