

MASTER AGREEMENT

*between the*

BOARD OF EDUCATION OF  
THE SCHOOL DISTRICT  
OF THE CITY OF BATTLE CREEK

*and the*

BATTLE CREEK EDUCATIONAL SECRETARIES,  
MEA/NEA



July 1, 2021 to June 30, 2022

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## **PREAMBLE**

This agreement is entered into effective 1st day of July, 2021, by and between the Board of Education of the School District of the City of Battle Creek, Michigan, hereinafter called "the Board" and the South Central Unified Bargaining Association, Battle Creek Educational Secretaries, MEA/NEA, hereinafter called "the Association."

## **Witnesseth**

Whereas, the parties have a mutual statutory obligation pursuant to Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, as amended, to bargain with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **Article I - Recognition**

- A. The Board hereby recognizes the Association/Michigan Education Association /National Education Association as the exclusive negotiating representative for all twelve (12), eleven (11), and ten (10) month full and part time secretaries with the following exclusions:
1. Executive Assistant to the Superintendent and Board of Education
  2. Administrative Assistant to the Executive Director for Human Resources
  3. Payroll Supervisor
  4. Human Resources Specialist to the Human Resources Department
- B. The term "secretaries" as hereinafter used in this contract shall include all secretaries, bookkeepers, clerks, and all other such personnel.
- C. The Board agrees not to negotiate with any organization other than MEA/NEA for the duration of this Agreement.

## **Article II Board of Education Rights**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, the statutes and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the foregoing: the selection,

direction, transfer, promotion or demotion, discipline or dismissal of all secretaries.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and/or prohibited subjects of bargaining under the Public Employment Relations Act.

### **Article III Secretaries' Rights, Payroll Deductions, Paychecks and Discipline**

- A. Secretaries and the Association, as the exclusive bargaining representative of the secretaries, shall have and enjoy all the rights and privileges granted to them by MCL 423.201 *et seq.* and by other applicable Michigan statutes now or hereafter enacted.
- B. Secretaries shall be entitled to full rights of citizenship and no religious or political activities of any secretary or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such secretary.
- C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to disability, race, creed, religion, color, national origin, age, sex, gender, familial or marital status, height, weight or membership in, or association with, activities of any employee organization.
- D. **Payroll Deductions:** The Board shall also make payroll deductions upon written authorization from secretaries for the following and any other programs jointly approved by the Association and the Board.
  - 1. Credit Union or other financial institutions
  - 2. Tax-Sheltered Annuities from Board approved vendors
  - 3. Supplemental Life Insurance Opportunities available in the District
  - 4. United Way
- E. **Paychecks:** Secretaries will be paid in accordance with the hourly pay schedule.

F. **Notice of Return to Work:** Each secretary working less than twelve (12) months a year shall be sent a return to work notification letter by July 1.

G. **Discipline:**

1. **Discipline Defined:** The Association and the Employer subscribe to the principles of progressive corrective discipline. The Employer will utilize discipline defined as counseling, oral warning and/or written reprimands to correct an employee's misconduct or misbehavior unless the Employer determines that the misconduct or misbehavior calls for discipline consisting of suspension or discharge. However, the Employer will not use discipline or discharge to circumvent the layoff and recall provisions of this Agreement and will upon request inform the Association of any discipline or discharge.
2. **Just Cause:** No secretary shall be disciplined without just cause.
3. **Rights to Association Representation:** Any discipline shall be done privately and the secretary shall be entitled to Association representation. The secretary shall be informed of the reason for disciplinary action and shall be provided any documentation used as a basis for the action. Any secretary who is disciplined shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.
4. **Initiation of Grievance Due to Receiving Discipline:** A grievance which concerns discipline may be initiated at one step higher than the person issuing the discipline.

**Article IV Concerted Action Prohibited**

The Battle Creek Educational Secretaries and/or any individual member of the Association shall not engage in or encourage concerted action of any type against the organization or the school district during the life of this contract.

**Article V Employment**

Secretaries with five (5) or more years of service with the Battle Creek Public Schools may be given a full salary schedule credit for previous experience should the secretary be re-employed by the Board within two years of resignation.

**Article VI Job Placement**

A. Secretaries shall be assigned within their area of competence and experience, and assignments shall be determined without regard to disability, race, color, national origin, religion, age, sex, gender, familial, marital status, height or

weight, or association with any employee organization.

- B. At the time of employment each secretary shall be given a copy of the Master Agreement by the employer, a placement letter indicating current location, salary, current hours and name of immediate supervisor.
- C. There shall be three categories of employees. They shall be:
  - 1. Full-time: An employee assigned to a forty (40) hour per week position. It is understood that a full-time employee can be assigned to two (2) or more different assignments.
  - 2. Part-time: An employee assigned to a twenty (20) hour, twenty-five (25) hour, or thirty (30) hour per week position.
  - 3. Probationary: A new employee assigned to a full or part-time position for a probation period of ninety (90) work days.

The Board may extend the above probationary periods an additional forty-five (45) work days for reasons, which are neither arbitrary nor capricious. The Association President shall be notified if an Employee's probationary period is extended.

- D. The Association shall represent probationary secretaries for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharge and discipline.

## **Article VII Work Schedules**

- A. The individual schedules resulting from 1.-5., below, will be discussed with the secretary and the immediate supervisor subject to approval of the Executive Director of Human Resources. The immediate supervisor has the right to schedule a secretary's work schedule within the above time constraints if agreement cannot be reached.
  - 1. Work Year: The standard work year for full year secretaries shall be twelve (12) months, July 1 through June 30. The standard work year for eleven (11) month secretaries shall exclude the month of July. The standard work year for ten (10) month secretaries shall be the school year.
  - 2. Work Week: The standard work week for all secretaries is Monday through Friday.
  - 3. Workday: The standard workday for employees is determined according to the needs of the position as determined by the administrator, including

a fifteen (15) minute paid break during each four (4) hour work period and an unpaid lunch period of between thirty (30) minutes at the minimum and sixty (60) minutes at the maximum at or near the midpoint of the scheduled work day.

Part-time secretaries shall have their work schedules arranged by their respective supervisor.

4. Alternate Daily Work Schedules: Work day schedules varying from the above and occurring during a two (2) week pay period or longer may be requested if there is a reasonable business need of the District. Such alternative work schedules may not start earlier than 5:00 a.m. and may not continue beyond 9:00 p.m. and shall include unpaid lunch periods.

5. Flex Day Schedule: A secretary's work schedule may be altered on any one work day to accommodate an occasional medical or dental appointment or other similar need which cannot be scheduled outside of the secretary's established work schedule. For example, if a normal daily work schedule is 8 a.m. to 5 p.m. the schedule could be changed to 7 a.m. to 4 p.m. The timelines in this section do not affect the scheduling of required overtime work per Article XXL The modified work schedule may not begin earlier than 5:00 a.m. or continue beyond 9:00 p.m.

B. A secretary shall not be required to work in a work site when temperatures are extreme. The building administrator or designee shall make the determination that the work area is extreme.

C. Secretaries may leave one-half hour early the working day before a holiday and the last day before a break period.

D. Any secretary working on a non-student day with their supervisor's approval may flex their workday schedule by working during their afternoon break and being released from work fifteen (15) minutes early.

## **Article VIII Vacancies and Transfers**

### **A. Posting and Filling Vacancies:**

1. A vacancy shall be defined as an unoccupied bargaining unit position in a new job classification or an unoccupied bargaining unit position in an existing job classification. When it is necessary to fill a vacancy a notice, along with a statement of qualifications required for the performance of the job, shall be posted for a period of six (6) work days. In addition to the minimum qualifications the posting shall contain the following information:

- (a) Type of work
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum ability requirements measured by a standardized test if said ability is a qualification for the position.

Vacancy postings shall be e-mailed to all bargaining unit members. Vacancy postings shall be available on the district's electronic web page and can be accessed via email accounts, and/or the school messenger.

2. During the posting time employees may bid for a vacancy by completing the online Employer application system for such job or vacancy. In filling the vacancy between equally qualified applicants who possess the appropriate qualifications, the Board agrees to give preference to current employees. When two (2) or more bargaining unit employees are equally qualified (considering merit, capacity and ability) for the position, preference will be given to the secretary with the greater seniority. This procedure shall not be required with respect to transfers or changes in work schedules, employee status, etc.
3. In order to be interviewed for a vacancy that is being filled through the posting and bidding process rather than through the transfer process a secretary must meet the minimum core qualifications as written in the job description and job posting. The Personnel Manager will notify a secretary not selected for an interview prior to the interviews. The affected secretary may meet with the Personnel Manager to discuss why an interview was not granted.
4. The Board agrees to make reasonable effort to complete the job interviews and job placements for vacancies within twenty (20) working days but in no event more than forty-five (45) working days after bid is closed.

Employees will have a trial period of not more than thirty (30) work days in which to demonstrate the knowledge, skills and ability in the new position. At the end of such time the employee must have achieved efficiency. Employees who cannot meet the standards for the position may have their trial period extended by an additional thirty (30) work days. If during the trial period the Employer or the employee determines that the employee cannot qualify within such stated time, the employee shall be reassigned. The Board agrees to meet with the Association to review the



reason for the reassignment. Placement of the employee to another assignment will occur by returning the employee to the previous position, without prejudice.

**B. Transfers Within the Bargaining Unit:**

1. Applying for Transfer: The Employer shall continue to have the right and discretion to assign employees.

At least once per contract year during the term of this Agreement, the Employer will give employees an opportunity to submit written requests to be considered for transfer to fill future job openings. Such written expressions of interest will be considered by the Employer when determining to post or assign jobs. If the Employer determines to utilize the transfer process, no employee shall have a right to such transfer on the basis of seniority or otherwise.

2. Transfer Trial Period: A transferred employee will have a trial period of not more than sixty (60) working days in which to qualify. At the end of such time the employee must have achieved efficiency. Employees who have so qualified after the sixty (60) day trial period may not bid on or be transferred to any other job opening for a period of six (6) months from the end of the trial period. If during the trial period the Employer or the employee determines that the employee cannot qualify within such stated time, one of the following four actions will occur in this order:
  - (a) return to the previous position, without prejudice; or
  - (b) be assigned to an existing vacant position provided the employee is qualified;
  - (c) be assigned to cover a long-term leave of absence of a bargaining unit member; or
  - (d) displacement.
3. Rate of Pay in Position Transferred To: An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is lower than or the same as the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new job classification pay range at the pay rate step which coincides with the pay rate the employee was at in the employee's former job classification. Thereafter, the employee shall progress within the established pay range in accordance with the procedures established under this Agreement.

An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is higher than the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new classification pay range at the pay rate step that will increase the employee's wage by at least ten (10) cents per hour. Thereafter, the employee shall progress in pay rate within the established pay range in accordance with the procedures established under this Agreement.

- C. **Temporary Transfers:** An employee who, due to a temporary job transfer for an entire payroll period, is assigned to perform all of the duties of a different job classification which has an established pay range which is higher than the established pay range in the employee's regular job classification, shall receive the regular straight-time rate of pay in the new classification pay range at the lowest pay rate step that will equal or exceed the employee's regular rate. In all other cases of temporary transfer, the employee shall continue to be paid at the employee's regular rate of pay.

#### **Article IX Staff Reductions**

Article IX does not apply to situations where the reclassification of a position does not result in an elimination of all or part of a position.

- A. **Displacement:** In the event it is necessary to eliminate all or part of a bargaining unit position, the Board agrees to meet with the Association at a Conference Committee meeting to discuss the reason for the elimination of all or part of a position and which employee will be affected. If a position is eliminated or partially eliminated because the number of hours assigned to the position during a fiscal year is reduced, the employee assigned to that position is considered to be displaced. No employee shall be displaced without a written notice to the employee and the Association at least as soon as practicable prior to displacement, but no less than ten (10) work days. Displaced employees may be reassigned or laid off pursuant to the language found below in Sections B. and C. of this Article.
- B. **Reassignment of Displaced Employee:** The Employer shall continue to have the right and discretion to assign employees. A displaced employee will be notified if there is a potential of being reassigned because there is or may be a job vacancy or vacancies for which the employee is qualified.
1. An employee who becomes displaced due to his/her position being partially eliminated may, within three (3) workdays of written notice of displacement, opt to remain in the reduced position rather than being reassigned.

2. Upon receiving a notice of possible reassignment the employee will be considered to have executed a timely transfer request for all jobs that he or she is qualified to perform and will be transferred to a job assignment or assignments by the District subject to the language found in Article VIII, Section B., Paragraphs 1. and 3., as noted above with the understanding that all qualified non- displaced employees who have properly submitted a letter of transfer for the vacant position shall be considered in the transfer process along with displaced employees. Language found in Article VIII, Section B., Paragraph 2. is not applicable to the job reassignment of an employee pursuant to this Section.
3. An employee who becomes displaced due to his/her position being partially eliminated and who opted to remain in the reduced position or was reassigned for a portion of his/her position shall be reassigned to that original full-time position if subsequently the original position is expanded to full-time and the employee remains qualified for the position.
4. If there is not a vacant position which the displaced person is qualified to perform, a reassignment will not occur and the District may proceed pursuant to Section C. of this Article.

C. **Layoff:** A layoff is the elimination of part or all of a bargaining unit position(s) which results in a temporary or indefinite termination of employment for an employee(s) . When layoffs are to occur, they shall be on the basis of seniority according to the following provisions::

1. An employee(s) whose current position is eliminated or reduced during a layoff process shall receive a layoff notice as soon as practicable, but no less than ten (10) work days.
2. During layoff an employee who has received a layoff notice or who has been bumped shall have the following rights:
  - (a) First, to accept the layoff notice or to bump any less senior employee within the same job classification provided the employee possesses the necessary ability to perform the work adequately with minimal instruction and training. The newly assigned employee will have not more than sixty (60) working days to qualify. If, during the sixty (60) working days, the Employer or Employee determines that the Employee cannot qualify within such stated time, one of the following four actions will occur in this order: (i) return to the previous position(s) without prejudice; (ii) be assigned to an existing vacant position, provided the employee is qualified; (iii) be assigned to cover a long-term leave of absence of a bargaining unit member; or displacement.

- (b) Second, in the event the employee is unable to bump within the same classification, then the employee shall have the right to bump the least senior employee in the next lower paid or equally paid classification, if 1) the employee possesses the necessary ability to perform the work adequately with minimal instruction and training and 2) the employee identified for layoff has more seniority than the least senior employee in the next lower classification. The newly assigned employee will have not more than sixty (60) working days to qualify. If, during the sixty (60) working days, the Employer or Employee determines that the Employee cannot qualify within such stated time, one of the following four actions will occur in this order:
    - (i) return to the previous position(s) without prejudice;
    - (ii) be assigned to an existing vacant position, provided the employee is qualified;
    - (iii) be assigned to cover a long-term leave of absence of a bargaining unit member; or displacement.
  - (c) Third, the method of bumping as set forth in (b) above may be repeated at each succeeding lower level of classification. Any employee who is bumped may use the above noted rights in the same way.
  - (d) In no case shall a new employee be hired into a bargaining unit position while there are laid off employees who possess the necessary ability to perform the work adequately with minimal instruction and training.
  - (e) Ten (10) and eleven (11) month employees will not bump into positions that require a greater number of months worked per year unless a similar position relating to the number of months worked is not available.
  - (f) A part-time employee will not bump into a position that has a greater number of hours assigned per week than the position held by the employee prior to the layoff process unless no other position is available.
3. **Seniority:** is defined as the length of continuous service within the bargaining unit from the last date of hire. Leaves of absence granted pursuant to this contract and layoffs shall not constitute an interruption in continuous service. An Employee shall forfeit seniority for the following reasons: (1) Employee resigns; (2) Employee is discharged; (3) Employee does not return to work when recalled from layoff as set forth in the recall procedure; (4) Employee fails to return from leave of absence without notifying Employer.

A seniority list will be provided to the Association on October 1 of each year. In the event of equal seniority, all employees so affected will participate in a drawing to determine placement on the seniority list. The Association and employees so affected will be notified in writing of the date, place, and time of drawing.

4. **Recall:** Recall from layoff shall be in the inverse order of layoff for vacancies and/or new position openings with the following understandings:

- (a) Laid off Employees shall be placed on a lay-off recall list for up to eighteen (18) months. A laid-off employee's name shall be removed from the recall list if the employee has not been recalled to a position within eighteen (18) months of the date of lay-off.

Removal from the recall list means that an employee(s) placed on the layoff recall list due to the complete termination of employment with the District no longer has recall rights nor rights to employment with the District. An employee who was placed on the recall list due to the elimination of a portion of the employee's bargaining unit position(s) shall not have rights to employment with the District altered by the employee's name being removed from the layoff recall list.

- (b) The District shall send recall notices by certified mail to laid-off employees at their last known home address. It is the responsibility of the laid-off employee to keep the District informed of a current home and email address. The laid-off employee shall be considered to have resigned if, within five (5) working days from the date the certified letter was received, the employee does not respond or if the laid-off employee declines to return to a comparable position with the District.
- (c) If the District decides to recall employees on the recall list to vacant positions the language found in Sections A. and B. of Article VIII shall be followed. The District may assign laid off employees to fill positions on a temporary basis while the recall process is taking place. The District may place recalled employees into the positions that remain vacant at the end of the selection process.

## **Article X Termination of Employment**

- A. Secretaries wishing to terminate employment shall give two (2) weeks advance notice, in writing, to the immediate supervisor of the department and the Executive Director of Human Resources, and shall be entitled to all benefits accrued up to termination date.
- B. Any secretary terminating without notice as stated in "A" above shall forfeit any and all vacation credit and other benefits.

## **Article XI Conference Committee**

- A. This committee shall consist of three (3) representatives of the Board, the Association President and two (2) representatives of the Association excluding witnesses should their attendance be mutually agreed upon.
- B. The Conference Committee shall meet to keep both parties to this agreement informed of changes and developments; to attempt to solve problems caused by conditions other than covered by this agreement; to confer over other problems in an effort to keep such matters from becoming major in scope; to review and discuss job descriptions; and to confer and consult on work rules.
- C. A conference meeting may be requested by the Association President or by representatives of the Employer. If such meeting is scheduled during a normal working day, persons involved shall be released from regular duties without loss of salary and an agenda shall be submitted with the request. Unless otherwise mutually agreed upon, matters taken up at the conference shall be limited to those included in the agenda.
- D. It is expressly understood that this Conference Committee provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure nor shall participation in a conference obligate either party to negotiate, modify or otherwise change the terms of the Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties' interpretation and enforcement of this Agreement.

## **Article XII Grievance Procedure**

### **A. Definition:**

- 1. A "grievance" is defined as a misapplication or misinterpretation of the agreement or an action that violates the specific terms of this agreement.
- 2. A grievance, to be a proper grievance, shall cite the article the grievance

is based on and demonstrate the violation.

3. "Days" is defined as working days designated in a twelve (12) month secretary's work year.
- B. The purpose of this procedure is to secure equitable solutions to grievances which may arise from time to time. All arbitration hearings shall be held at District buildings.
- C. **Level One:** A secretary with a grievance shall first discuss it with the immediate supervisor within ten (10) days of the alleged violation of contract. The secretary shall be offered the opportunity for Association representation at this LEVEL ONE discussion with the object of resolving the matter informally.

**Level Two:** If the grievance is not resolved to the satisfaction of the aggrieved secretary, the secretary may submit the grievance in writing to the Secretaries' Negotiating Committee. The committee may, within ten (10) days, submit the written grievance to the Superintendent of Schools citing and demonstrating the contract article which is alleged to have been violated. The Superintendent, or his designee, will meet with the aggrieved secretary and up to three (3) members of the Association within ten (10) working days of receipt of the grievance with the object of hearing arguments from the secretary and the supervisor and resolving the matter. After this LEVEL TWO hearing, the Superintendent, or his designee, will answer the grievance in writing within five (5) working days.

**Level Three:**

1. In the event the Superintendent's decision is not acceptable, or if no decision is rendered, the Association may submit the grievance to advisory arbitration within fifteen (15) days from receipt of the decision or the date the decision should have been rendered. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the employer and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in the award.
2. The Arbitrator's findings and award shall be reviewed by the Board of Education at its next regularly scheduled meeting following the receipt of said findings and award. The Board of Education will issue its decision as to whether or not the award will be implemented to the President of

the Association no later than five (5) days from the date of the meeting at which the findings and award was reviewed.

- D. No reprisals of any kind shall be taken by either party to the grievance or by any other member of the Administration or the Association against participants in the grievance procedure.
- E. A grievance may be withdrawn at any level without prejudice or record.
- F. Time limits may be extended by mutual consent.

### **Article XIII Negotiations Procedure**

- A. Beginning not later than March 15 of the year this Agreement expires, the Association and the Board agree to begin negotiations of a successor agreement.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.
- C. When it is mutually agreed that negotiations referred to in paragraph "A" between the Board and the Association shall take place during the school day, secretaries so engaged shall be released from regular duties without loss of salary.
- D. The employer will not aid, promote or finance any group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

### **Article XIV Leaves of Absence**

#### **A. General Conditions:**

1. Unpaid Leaves: Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, vacation, holidays, insurance coverage, etc.) shall not accumulate or remain in effect during any unpaid leave of absence, except as expressly provided in this Agreement. All accumulated benefits shall be frozen at the beginning of an unpaid leave of absence and shall be available upon return.
2. Paid Leaves: Seniority and all other benefits shall continue to accumulate or remain in effect during any paid leave of absence.



3. Requests for Leave: Written requests for leave of absence shall be approved or denied within five (5) workdays after they are received by the Employer. Leave requests that are not supported by required documentation will be denied, but may at the Employer's option be considered requests for leave under other applicable sections.
4. Returning From Leave as Planned: When returning from any leave of absence the secretary shall be placed in the same building and position held prior to the leave providing the position is still in existence and subject to the following:
  - (a) The leave is not for more than one (1) year.
  - (b) Return from leave does not supersede the lay-off provisions of Article IX of this contract.
  - (c) If the position no longer exists, the secretary shall be returned to a position of like nature and as nearly comparable as is possible.
5. Early Return From Leave: There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this agreement unless the employee gives a written notice to the Employer of a desire to return to work ten (10) days prior to the employee's desired date of return to work. If such notice is given, the employee will be assigned to the position held when the leave began or such other substantially equivalent position on or soon as possible after the requested date of return subject to the provisions of this agreement pertaining to reduction of staff or layoff.
6. Return From Sick or Injury Leave: After an illness or injury leave of absence, the Board may also request that the secretary present medical documentation from a physician certifying that the secretary is able to perform the essential functions of the position with or without reasonable accommodation on the date of return.
7. Bargaining Unit Status of Substitutes: Should a substitute be employed by the Board during a secretary's approved leave of absence, the substitute shall not be eligible for benefits provided through this contract or be represented by the Association.

**B. Unpaid Leave for the Employee's Family and Personal Illness:** Upon written request, an employee may be granted a leave for illness in the immediate family, without pay or benefits, not to exceed one (1) year in

duration. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, or relative residing in the secretary's household, shall be included in the secretary's "immediate family." Upon request of a secretary, the employer may grant leave allowance even though the person who is injured or illness not within the secretary's immediate family. Requests shall be forwarded to the Executive Director of Human Resources and shall include the reason for the leave and the beginning and ending dates of such leave.

**C. Unpaid Administrative Leave of Absence:** The Executive Director of Human Resources may authorize an employee to take an administrative leave of absence, without pay or benefits, where such leave would benefit the employee or the Employer. Each request for administrative leave of absence will be considered on its individual merits. The Employer, with the understanding that its decision will in no way establish a precedent, will review the particular circumstances surrounding each request for a leave of absence. The decision of the Employer to grant or deny a leave of absence is final and not subject to the grievance procedure.

**D. Paid Bereavement Leave:**

1. If a death occurs among the members of a secretary's family the secretary shall be granted up to five (5) days of bereavement leave with pay. (Definition of immediate family to be wife, husband, partner, son, daughter, brother, sister, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, grandparents or grandchildren.) Additional bereavement leave may be granted in special cases, without pay such as for travel time, subject to the approval of the Administration.
2. If a death occurs among other relatives of a secretary, the secretary shall be granted one (1) day of bereavement leave with pay (definition of other relatives is aunt, uncle, niece, nephew, brother-in-law and sister-in-law). Additional bereavement leave may be granted in special cases, without pay, such as travel time, subject to the approval of the Administration.
3. Secretaries who wish to attend the funeral of a former employee, who the secretary worked with, will be granted up to four (4) hours of paid bereavement leave to attend the funeral.

**E. Paid Sick Leave:**

1. Crediting of Sick Leave:

- a. Secretaries Reporting to Work or on Paid Leave at the Beginning of Their Contract Year: Each secretary covered by this Agreement shall be credited with one (1) day of paid sick leave for each month of work.

Secretaries covered by this Agreement who qualify to receive paid sick leave days shall be granted one (1) day of sick leave allowance for each month the Secretary receives pay in the position. Unpaid leave days will result in a proration of monthly sick leave allowance. Sick leave days will be credited at the beginning of the employee's work year.

- b. Secretaries on Unpaid Leave at the Beginning of Their Contract Year: Secretaries who are on unpaid leave at the beginning of their contract year, shall have one (1) day of paid sick leave credited to their personal sick leave accumulation for each month remaining in their contract year upon reporting for work. Effective July 1, 2009 secretaries, who are on unpaid leave at the beginning of their contract year, shall be eligible to accrue paid personal sick leave based on the number of months remaining in the secretary's work year.
- c. Secretaries who regularly work less than full time shall accumulate paid sick leave days, pro-rated according to the number of regularly scheduled hours and months worked. Effective July 1, 2009 secretaries who regularly work less than full time shall accrue paid personal sick leave, pro-rated according to the number of regularly scheduled hours and months worked.
- d. Paid Sick Leave Accumulation Limit: Personal paid sick leave shall accumulate to a maximum of one hundred (100) days. Unused sick leave allowance shall be designated as "personal accumulated sick leave allowance." Bargaining unit members who have more than one hundred (100) days accumulated as of June 30, 2017, will retain those sick days greater than one hundred (100) days, but shall not accumulate more days until such time as the accumulation of days falls below one hundred (100) days.

2. Requesting and Reporting Paid Sick Leave:

- a. Secretaries must report the need for sick leave on a daily basis to their immediate supervisors prior to their starting time, if at all possible. The Employer may, as a condition of the employee receiving payment for the usage of paid sick leave, require a completed disability claim form and/or FMLA medical certification.
- b. During any sick leave of more than three (3) consecutive workdays, the secretary must provide the supervisor with medical status updates as reasonably directed by the supervisor.

3. Granting Paid Sick Leave: A secretary's available paid sick leave shall be granted when requested by the secretary in increments of one-half hour

(30 minutes) when:

- a. The secretary is disabled from safely performing the essential functions of the secretary's regular job or any other job offered by the Employer which the secretary is otherwise qualified to perform, because of illness, injury, quarantine and/or pregnancy. Such leave shall be taken and exhausted concurrently with a leave under the Family and Medical Leave Act.

A secretary shall not be granted paid sick leave for minor personal ailments which would not affect the safety of the secretary or of other persons or of property, except when, the secretary is entitled to FMLA leave due to the "serious health condition" of the secretary.

- b. It is established to the satisfaction of the Employer or, if the Employer is not satisfied, a qualified physician selected by the Employer that a secretary has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible the therapy will be scheduled outside the secretary's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
- c. It is necessary for the secretary to go to a medical doctor or dentist appointment during the secretary's work hours.
- d. Illness or injury in the immediate family (immediate family to be interpreted to mean spouse, children or parents residing in the same household). If there is reason to suspect misuse of sick days, a doctor's statement may be required by the employer.
- e. Five (5) sick leave days annually may be used for illness or injury for children or parents not residing in the same household.

When appropriate, the District will coordinate with the requirements of the Family Medical Leave Act. If the leave used is three (3) or more days please contact Human Resources for specific documentation and/or procedures for this leave request.

- F. **Paid Personal Leave:** Each contract year a regularly employed employee is eligible to receive paid personal leave equivalent to the number of regularly assigned work hours in three (3) of the employee's work days. An employee's workday is defined as the number of regular work hours assigned to that employee. The reason(s) for requesting personal leave need not be stated except as noted below for emergency, illness and injury use. Any request

must be made to the employee's immediate supervisor in writing on the appropriate leave form at least forty-eight (48) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required written notice. Illness, injury and emergency use of paid personal time is conditional upon the employee providing advance notice to the immediate supervisor, if possible, and providing a written statement documenting that giving forty-eight (48) hours advance written notice was impossible.

Use of paid personal leave shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

The use of paid personal leave, which is not authorized in advance, shall not insulate an employee from disciplinary action.

Requests for use of paid personal leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed.

Paid personal leave must be used in increments of one (1) hour and shall be paid at the employee's regular straight time hourly rate, exclusive of premium pay.

At the completion of the yearly personal leave cycle, a secretary may convert any unused personal leave hours into personal sick leave hours. These hours will then be placed in the secretary's personal sick leave bank.

Effective July 1, 2003 a bargaining unit member who has three (3) or more years of seniority, has accumulated twenty (20) or more personal sick leave days and on June 30 has used one-half or less of their personal sick leave allotment for the current fiscal year, may convert one (1) personal sick leave day to one (1) personal leave day which may be utilized in the subsequent fiscal year (between the following July 1 and June 30).

**G. Paid Sick Leave Bank Leave:** A sick leave bank designed to provide secretaries with income protection due to a long-term major physical or mental disability is established as follows:

1. Each unit member secretary when hired will contribute one (1) sick leave day to the sick leave bank.
2. Secretaries will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability and after the expiration of the greater of (1) the secretary's accumulated sick leave or (2) a waiting period of sixty (60) work days during the calendar year.

3. The maximum withdrawal for a twelve (12) month secretary cannot exceed two hundred (200) sick days for a single disability. The maximum withdrawal for a ten (10) month secretary cannot exceed one hundred and eighty (180) sick days for a single disability. The maximum withdrawal for an eleven (11) month secretary cannot exceed one hundred ninety (190) sick days for a single disability.
4. When a secretary returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the secretary's return to work. In addition, if a waiting period is interrupted due to a return to work and the secretary is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted.
5. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank drops below 50 days, each secretary will be assessed one (1) day and the Board shall contribute enough days to bring the bank to 200 days.

If the secretary has no accumulated sick days at the time of the assessment, the one (1) day will be deducted from the employee's sick leave at the beginning of the next fiscal year.

6. Secretaries who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Personnel Manager for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

7. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of up to three (3) Association representatives appointed by the Association and up to three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board. Sick Leave Bank Committee decisions are not subject to the grievance procedure in this Agreement.
8. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

**H. Workers' Compensation Leave:** An employee shall be granted Worker's Compensation leave and benefits due to being disabled through job-related illness or injury arising out of employment with the Employer which qualifies under the Michigan Workers' Disability Compensation Act.

When the employee qualifies for Workers' Compensation leave the Employer shall pay a salary supplement equal to the difference between the Workers' Compensation benefits received by the employee and the Employee's regular "take home pay" with the following understandings:

- a. The Employer shall have no obligation to pay such supplement unless the employee has filed required accident report forms concerning the work-related disability, illness or injury in a timely manner.
- b. No worker's compensation shall be paid for any injury that does not incapacitate the employee for a period of at least seven (7) calendar days. During the first seven (7) calendar days of disability the employee may use available accumulated paid leave. The Employer is under no obligation to restore paid leave used during the first seven (7) calendar days of disability. If the employee elects to continue use of available paid leave past the seven (7) calendar day waiting period, the Employer is under no obligation to pay the supplement.
- c. This salary supplement shall continue for the duration of the injury or illness or for one hundred eighty (180) days, whichever comes first with no subtraction from the employee's paid sick leave accumulation.
- d. The Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 or the Workers' Disability Compensation Act against any Workers' Compensation benefits paid to the secretary.

**I. Military Leave:**

- a. Active Duty: Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions Sections 4311- 4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC § 4301, *et seq*, and the Michigan Public Employees Entering Armed Forces Act (MCL 35.351, *et seq*).
- b. Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference

Between regular pay and military pay, for the time which would have been regularly worked, to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the employee whole.

**J. Paid Jury Duty Leave:** A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

**K. Court Appearance Leave:** Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of the employee's job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

**L. Unpaid Public Office Leave:** A leave of absence without pay may be granted to an employee with at least one (1) year of seniority, for purposes of seeking or filling an elective or appointive public office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

**M. Child Rearing/Unpaid Family/Medical Leave:**

a. Granting of FMLA Leave: A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any employee in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:

- a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
- b. Because of a serious health condition of an employee's spouse, child or parent; or



- c. Because of the employee's own serious health condition.
  - d. Care for a covered service member with a series illness or injury.
  - e. For qualifying exigencies related to the foreign deployment of a covered service member who is the Employee's spouse, child or parent.
- b. FMLA Regulations: FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA - "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, ' such as, but not limited to:
- a. The right to substitute all paid leave benefits for unpaid FMLA leave except an employee may choose to reserve up to ten (10) days of the employee's paid sick and/ or vacation leave;
  - b. To require medical verification of illness;
  - c. To require a certificate of fitness as a condition for the employee's return to work;
  - d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for employees who are married; and
  - e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.
  - f. An intermittent and/ or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster or newborn child is not eligible for intermittent leave.
- c. Eligibility for FMLA Leave: In order to be eligible for a FMLA leave of absence the employee must meet the eligibility requirements set forth in the FMLA and FMLA regulations. For instance, an employee must have worked for the Employer for at least one (1) year and worked at least one thousand two hundred and fifty (1250) hours in the previous twelve (12) consecutive months prior to the date the leave is requested.
- d. Health Benefits: In accordance with the FMLA, the Employer shall

continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the employee was not on FMLA leave.

- e. The Family Medical Leave Act (FMLA) has been amended by Section 585 of the National Defense Authorization Act for FY 2008, Public Law [110-181] §825, to allow eligible employees under certain circumstances to take up to twenty-six (26) work weeks of leave in a single twelve (12) month period.

Please contact Human Resources for specific documentation and or procedures for this unpaid leave request.

**N. Association Leave :**

- a. Unpaid Elected Officer Leave: Secretaries that are elected officers of the State or National Association or its Affiliates may be granted a leave of absence without pay and not to exceed one (1) year for the purpose of performing duties of the Association or its Affiliate.
- b. Paid Association Business Leave: Paid Association leave will be granted upon request for official Association business not to exceed ten (10) days per contract year.

- 1. Paid Representation at Conference and Meeting Leaves: The Board may grant secretaries time off with or without pay to attend conferences or meetings when the Board recognizes a benefit to the district by having secretaries attending meetings or conferences. The Board will pay per diem and travel for those granted.

**Article XV Vacations**

- A. All Secretaries shall earn and accumulate paid vacation upon their return to work in the fall. Vacation days shall be awarded based upon the table below.

Seniority Required	Paid Time Off
6 months- through 1 year	5 days vacation
1 through 6 years	10 days vacation
7 through 12 years	15 days vacation

13 years and after

20 days vacation

Up to 9 days of vacation may be assigned for all secretaries each year based on the District and student calendars. Any days beyond those assigned shall be a "floating" vacation day to be scheduled upon the agreement of the secretary and his/her supervisor.

<b>Year Employed</b>	<b>Vacation Days Available to Use</b>	<b>Vacation Days Earned For Use in Next Milestone/ Anniversary Year</b>
0-6	0	5
6 - 1	5	10
1	10	10
2	10	10
3	10	10
4	10	10
5	10	10
6	10	10
7	10	15
8	15	15
9	15	15
10	15	15
11	15	15
12	15	15
13	15	20
14	20	20
15+	20	20

- B. 10 and 11 month Secretaries employed before July 1, 2013 on a less than 12 months schedule shall earn and accumulate paid vacation leave benefits in accordance with the schedules set forth below.

10 and 11 month secretaries hired after July 1, 2013 shall earn and accumulate up to 9 days of paid vacation.

Up to 9 days of vacation may be assigned for all secretaries each year based on the District and student calendars. Any days beyond those assigned shall be a "floating" vacation day to be scheduled upon the agreement of the secretary and his/her supervisor.

1. Eleven Months before July 1, 2013

<u>Years of Service in Bargaining Unit From Last Date of Hire</u>	<u>Vacation Days Earned</u>
0 years	9 days assigned
1 through 6 years	9 days assigned
7 through 12 years	13 days vacation
13 years and after	18 days vacation

<b>Year Employed</b>	<b>Vacation days Available to Use</b>	<b>Vacation Days :Earned For Use in Next Anniversary Year</b>
0	0	9
1	9	9
2	9	9
3	9	9
4	9	9
5	9	9
6	9	9
7	9	13
8	13	13
9	13	13
10	13	13
11	13	13
12	13	13
13	13	18
14	18	18
15+	18	18

2. Ten Months before July 1, 2013

<u>Years of Service in Bargaining Unit From Last Date of Hire</u>	<u>Vacation Days Earned</u>
1 through 6 years	9 days vacation
7 through 12 years	12 days vacation
13 years and after	17 days vacation-9 days assigned

<b>Year Employed</b>	<b>Vacation Days Available to Use</b>	<b>Vacation Days Earned For Use in Next Anniversary Year</b>
<b>0</b>	<b>0</b>	<b>9</b>
<b>1</b>	<b>9</b>	<b>9</b>
<b>2</b>	<b>9</b>	<b>9</b>
<b>3</b>	<b>9</b>	<b>9</b>
<b>4</b>	<b>9</b>	<b>9</b>
<b>5</b>	<b>9</b>	<b>9</b>
<b>6</b>	<b>9</b>	<b>9</b>
<b>7</b>	<b>9</b>	<b>12</b>
<b>8</b>	<b>12</b>	<b>12</b>
<b>9</b>	<b>12</b>	<b>12</b>
<b>10</b>	<b>12</b>	<b>12</b>
<b>11</b>	<b>12</b>	<b>12</b>
<b>12</b>	<b>12</b>	<b>12</b>
<b>13</b>	<b>12</b>	<b>17</b>
<b>14</b>	<b>17</b>	<b>17</b>
	<b>17</b>	<b>17</b>

- C. Secretaries employed less than eight (8) hours per day or forty (40) hours week will receive vacation time on a pro-rated basis in proportion to time worked per day and years of seniority.
- D. One (1) to five (5) days of accumulated vacation may be held over to be used during the next seniority year, by a twelve (12) month secretary only, upon approval of a written request to the Personnel Manager between 1-30 days before the secretary's seniority anniversary date.
- E. A secretary who was hired prior to July 1, 2013, resigns and also gives the Employer two (2) weeks or more notice shall be paid for any accumulated vacation leave.
- F. Cash In-Lieu of Taking Vacation: During any one (1) anniversary year a secretary may elect to be paid in-lieu of taking vacation days. The maximum number of vacation days that may be paid in-lieu of taking vacation during any one (1) anniversary year is capped at five (5). Under no circumstances may a secretary receive pay in-lieu of vacation days during one (1)

anniversary year for more than five (5) vacation days when utilizing one or both of the options below.

- a. Effective July 1, 2007 a secretary may elect to have pay in-lieu of vacation days issued on the first payroll date after the secretary's anniversary date or the last workday of the fiscal year. In order to elect this option the request to be paid in-lieu of taking the vacation days must be submitted to Human Resources between thirty (30) calendar days and one (1) calendar day prior to the secretary's anniversary date. Pay in lieu of vacation days will be issued no later than thirty (30) calendar days after the secretary's anniversary date.
- b. Effective February 1, 2008 a secretary may elect to have pay in-lieu of vacation days issued on the last payroll date in June. In order to elect this option the request to be paid in-lieu of taking the vacation days must be submitted to Human Resources by June 1.

#### **Article XVI Use of School Facilities**

- A. The Association shall have the right to use school buildings, if available, after working hours, and for evening meetings, without cost, subject to the rules and regulations governing such use.
- B. The Association may use the school mails and email for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated. The Association shall have the right to use email through the District's online connections, but such use shall not violate the Campaign Finance Act. The use of email and internet resources is subject to the District's Acceptable Use Policy and there shall be no expectation of privacy.
- C. Except as provided elsewhere in this contract, the Association agrees not to conduct Association business during work time.

#### **Article XVII Insurance -**

- A. The District will pay the statutory cap in effect as of July 1 each year for the cost of medical insurance for all eligible bargaining unit employees. Employees will pay any cost greater than the statutory cap of their annual medical premium based on their insurance coverage status (i.e., single, two-person, or full family), which amount shall be deducted from the employee's compensation on a 24-pay basis. The Board's medical benefit plan contribution shall not exceed the maximum amounts per plan year as provided in the Publicly Funded Health Insurance Contribution Act, MCL 14.451 et seq. and adjusted annually by the State

Treasurer.

To the extent allowed by law, the health insurance cap shall first be applied to medical premiums, then next to any payment made by the Board, if any, during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts for health care costs, health insurance related taxes or fees, and any other payments required to be accounted for under the Publicly Funded Health Insurance Contribution Act. At no time will the District contribute more than allowed by Michigan law.

Medical coverage benefits: Employees will have a choice of one of the following five (5) plans:

1. MESSA Choices \$500/\$1,000 with 0% co-insurance, Saver Rx Drug Card
2. MESSA Choices \$500/\$1,000 with 20% co-insurance, 3Tier Drug Card
3. MESSA ABC HSA Plan 1 \$1,350/\$2,700, ABC Rx Drug Card
4. MESSA ABC Plan 2 \$2,000/\$4,000, ABC Rx Drug Card
5. MESSA Essentials \$375/\$750 with co-pay, 20% co-insurance, EbM Drug Card

Additional benefits: The following additional benefits will be provided at no cost to the employee:

MESSA Life Insurance	\$15,000
MESSA AD&D coverage	\$15,000
UNUM Group Life	\$10,000
MESSA/ Delta Dental Plan	80/ 80/ 80 - \$1,000 annual max Ortho - 80% and \$1,500 annual max VSP3G
MESSA Vision Service Plan	

Employees who do not elect medical coverage shall receive the additional benefits at no cost and will be eligible for a cash payment in lieu of medical coverage in the amount of \$204 per month for 10 months and additional \$5,000 of life insurance.

The District also offers employees the ability to participate in flexible spending accounts for qualified health and dependent care expenses.

Dual Coverage: The parties agree that dual coverage of medical insurance is prohibited. Employees who are covered by another employer's (i.e., spouse's employer) medical plan shall not be eligible for the Board provided medical coverage.

Bargaining unit members who are discovered to have provided false information shall immediately be removed from the Board's medical coverage for the remainder of the fiscal year.

Persons working 20, 25 or 30 hours will have their benefits prorated based upon their assigned status. Should an employee work less than the assigned time, benefits will not be diminished. Should an employee work twenty-two days or more over the assigned status category, within a thirty (30) day period, the employee shall be moved to the next higher category for the next thirty (30) days. Employees not enrolled in healthcare will receive a prorated cash in lieu benefits.

The Board has adopted a qualified plan pursuant to Section 125 of the Internal Revenue Code. The plan is designed to allow secretaries receiving the additional benefits to receive the cash options which are part of those plans. The cash option received by the secretaries may be utilized to purchase a tax deferred annuity. (All costs relating to the implementation and administration of tax deferred annuity benefits under the plan shall be borne by the Board). To purchase a tax deferred annuity, the secretary shall enter into a salary reduction agreement.

- B. **Tax Deferred Annuities:** The Board will make available payroll deduction for secretaries who wish such a service for tax deferred annuity plans. Companies qualifying for payroll deduction must meet the specifications determined by the Battle Creek Public Schools Business Office.

### **Article XVIII Retirement**

- A. The Board of Education shall pay its portion of the cost of each secretary's retirement as required by law.
- B. If a bargaining unit member is at least 50 years old by December 31, 2018 and has at least 30 years of district employment by June 30, 2018, then they receive a 100% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.

If a bargaining unit member is at least 50 years old by December 31, 2018' and has at least 20-29 years of district employment by June 30, 2018, then they receive a 75% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.

If a bargaining unit member is at least 50 years old by December 31, 2018 and has at least 15-19 years of district employment by June 30, 2018, then they receive a 50% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.



If a bargaining unit member is at least 50 years old by December 31, 2018 and has less than 15 years of district employment by June 30, 2018, then they receive a \$1500.00 payout upon retirement.

An employee taking advantage of this provision must have taken care of all necessary paperwork to make the retirement official, including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit within two (2) weeks of the effective retirement date to ORS.

An employee who qualifies shall have a lump sum payment of accrued sick leave benefits deposited into a Special Pay Plan Account in the name of the employee within two (2) pay periods following the employee's retirement.

An employee who wishes to use all or a portion of the lump sum payment to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPSERS or to purchase some other retirement credit allowed by MPSERS rules may do so by providing the Business Office with a billing statement from MPSERS and written directions as to what portion of the employee's lump sum payment is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year. Any remaining funds will be deposited into a Special Pay Plan Account in the name of each employee. Any employee taking advantage of this provision must have taken care of all necessary paperwork to retire including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the employee's name, prior to January 22 or June 22 of any year.

C. Employees not eligible for the retirement benefits as above shall be paid a stipend of One Thousand Five Hundred Dollars (\$1,500) provided they have been employed with the District for twenty (20) or more consecutive years, resign and can immediately receive benefits from the Michigan Public School Employee Retirement System.

### **Article XIX Miscellaneous Provisions**

A. The Board agrees to reimburse the secretary for tuition expenses for accredited classes taken and successfully completed, providing the class is relevant to job duties and has been approved in advance by the secretary's immediate supervisor and the Personnel Manager and pursuant to the District's tuition reimbursement program.

Secretaries who attend mandatory or voluntary in-service or training as approved by the Administration shall receive their current rate of pay.  
(Explanation of pay:

The member who attends a mandatory three (3) hour training session will receive three (3) hours of pay).

Secretaries attending in-service or training on a voluntary basis, and as approved by the Administration, shall receive a \$42/day stipend based on seven (7) hours/day of training.

- B. The Board of Education shall be notified of the members of the Negotiating Committee at all times.
- C. All documents, communications, grievances or records dealing with the Association shall be filed separately from the personnel files of the participants.
- D. Assault and Battery; Assault and battery upon an employee is to be reported immediately to the supervisor or principal by the employee. Upon request of the employee the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.
- E. If an Emergency Manager is appointed by the State of Michigan under the Local Financial and Stability Choice Act, 2012 PA 436, the Emergency Manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion.

**Article XX Contract Printing and Distribution**

Copies of the master agreement for secretaries shall be emailed and will be available on the district's web site to all secretaries now employed or hereafter employed.

**Article XXI Compensation**

- A. Compensation:

Administrative Salaries		
Years 1-2	\$	18.03
Years 2 +	\$	19.06
Program/Facility Salaries		
Years 1-2	\$	17.51
Years 2 +	\$	18.54

**B. Longevity:**

Effective July 1, 2007 a longevity schedule shall be implemented as follows:

- a. 10 to **14** years of service within the bargaining unit – payment of \$100
- b. 15 to 20 years of service within the bargaining unit – payment of \$200
- c. 21 plus years of service within the bargaining unit – payment of \$300

Secretaries who qualify for the above stipends during any fiscal year will be issued the stipend on the last payroll date **in** June each year. The above amounts shall be reduced on a prorated basis if the employee is on unpaid leave or layoff during the current fiscal year for more than ninety (90) work days.

**C. Overtime Work:**

1. Scheduling of Overtime: The District reserves the right to require employees to work a reasonable amount of overtime in a manner which is advantageous to the District and its service to the public. Notice of required overtime must be given to employees required to work such overtime at least twenty-four (24) hours **in** advance, when possible. While economy, efficiency, and safety of operations will generally be the controlling factors in scheduling work on holidays and weekends, the District will consider the secretary's stated preferences in scheduling such work. Overtime requests by the Secretary must be approved prior to performing the work by the secretary's supervisor and the Personnel Manager. A Secretary who works overtime without advance supervisory approval may be subject to progressive discipline.

In compliance with the Fair Labor Standards Act, the District requires overtime pay earned during one (1) pay period must be submitted for approval and payment by the end of following pay period. A Secretary who fails to submit his/her timesheets in a timely manner may be subject to progressive discipline.

2. **Premium Pay:** Overtime pay shall be paid at the rate of one and one-half (1112) the secretary's regular hourly pay for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one week. Paid hours not actually worked such as vacation, sick or holiday pay cannot be used for computing overtime pay. For payment of overtime pay, overtime hours worked must be submitted on a time sheet for payment by the Tuesday prior to the payday week.
  3. **Compensatory Time Off Work:** In lieu of receiving premium pay a secretary may request to schedule compensatory time off work. Hours that are actually worked in excess of forty (40) hours in one work week may be scheduled as compensatory time off at the rate of one and one-half (1112) hours off work for each such hour worked. Compensatory time off must be used within the next bi-weekly payroll period after which it was earned. Paid hours not actually worked such as vacation, sick or holiday pay cannot be used for computing compensatory time off. Compensatory time off work scheduled in lieu of premium pay shall only be allowed if the secretary, the supervisor and the Personnel Manager mutually agree. Without such mutual agreement the District shall issue premium pay for any hours qualifying for compensatory time off. Overtime hours used as compensatory time off must be submitted on a time sheet which shows when the overtime hours were earned and compensation time to be used.
- D. **Work Week:** For purposes of computing premium pay or compensatory time off work, a work week is defined as a seven (7) day period beginning on a Monday and ending on a Sunday.
- E. **Payroll Period:** For purposes of scheduling compensatory time off work and turning in time sheets a payroll period is defined as a fourteen (14) day period beginning on a Monday and ending on a Sunday. The Business Office shall designate pay periods.
- F. **Job Descriptions:**
1. Job descriptions will include a minimum of:
    - Job title and description
    - Minimum requirements
    - A specific statement of required tasks and responsibilities
    - Classification and rate of pay
  2. Any evaluations of a secretary's work performance shall be based upon said job description.

3. Changes in job description shall be referred to the Conference Committee.
4. Secretary Classifications Defined:

- a. Administrative: A secretary who reports directly to an administrator(s) who has major district wide, and/ or beyond, management responsibilities.
- b. Program / Facility: A secretary who reports directly to an administrator who is responsible for a facility, district program and/ or business function of limited scope not necessarily district wide. ~~Secretary~~

- G. **Holiday Schedules:** Secretaries shall be granted paid holidays as described below.

Independence Day: If occurring during Secretary's Work Year. If Independence Day falls on a Saturday, the holiday will be scheduled on the Friday before the Saturday. If Independence Day falls on a Sunday, the holiday will be scheduled on the Monday after the Sunday.

Labor Day

The Day before Thanksgiving, Thanksgiving Day and Following Day

Winter Break: Seven (7) Paid Holidays during the student break identified in the Secretaries Work Calendar. Additional days off at Winter break shall be assigned vacation days.

Good Friday

Memorial Day

1. An employee will not receive holiday pay if absent without pay the scheduled work day preceding and/ or following the holiday period.
2. A secretary who works on a scheduled holiday shall be able to choose to be paid premium pay at one and one-half (1.5) times the employee's hourly wage for time worked or if mutually agreed by the secretary and his/her supervisor paid personal leave equal to one and one-half (1.5) times the secretary's time worked or if mutually agreed by the secretary and his/her supervisor paid personal leave equal to one and one-half (1.5) times the secretary's time worked.
3. When a holiday is observed by the employer while a secretary is on

Approved paid leave, the holiday will not be charged against the secretary's paid leave.

H. **Emergency Conditions on Instructional Days:** According to state law student instruction time canceled due to inclement weather, fires, epidemics, health or other emergency conditions may need to be rescheduled. Accurate information regarding cancellations and the requirement to report to work can be obtained through employer approved radio and television media or accessed after six o'clock in the morning (6 a.m.) by calling the District's main switchboard number.

1. Secretaries : When secretaries are required to report to work when student instruction days are canceled and administrators are required to report to work unless notified otherwise by utilizing the District's inclement weather procedures.
  - a. When secretaries are required to report to work and student instruction has been canceled, secretaries may, with the approval of their supervisor, opt to use vacation days and/or personal leave days if they are unable to report to work as a result of the emergency condition.
  - b. On days that instruction is canceled and administrators are not required to report to work secretaries need not report and will suffer no loss of pay or deduction of leave days.
  - c. Ten (10) month secretaries will be required to work or be granted paid leave by their immediate supervisor on any student instruction day that is rescheduled due to previously scheduled student instruction having been canceled. If a student instruction day is rescheduled the secretary shall be paid for working such day.
  - d. Eleven (11) and twelve (12) month secretaries will not make up any canceled student instruction days.
2. Exception to Paragraph H 1. Above: Secretaries Directed to Report to Work When Other Secretaries Are Not Required to Report to Work: On days that instruction is canceled and secretaries are not required to report to work as described in paragraph H 1. Above some secretaries may be directed to report to work by their immediate supervisor due to critical business needs of the Employer.

In such cases, a secretary who reports to work after being directed to do so by their immediate supervisor shall be granted, in addition to regular pay, additional paid personal leave equal to the time worked. This paid personal leave is in addition to paid personal leave referred to in Article

XIV, Section F. of this Agreement. If the secretary is unable to utilize the additional paid personal leave hours by the end of the secretary's work year, the unused personal leave hours shall be converted to sick leave and added to the hours in the secretary's individual sick leave bank.

3. **Secretaries:** Any secretary required to report to work when a student instruction day is canceled and if the following conditions are met 1) there are students present; and 2) the student instruction day, is identified as a day that the secretary is scheduled to report to work. Secretaries may, with the approval of their supervisor, opt to use 1) work remotely, 2) use vacation days and/ or personal leave days if they are unable to report to work, or work remotely as a result of the emergency condition. If secretaries are assigned to programs other than they are required and reports to work as outlined in above he/ she shall be granted, in addition to regular pay, additional paid personal leave equal to the time worked. This paid personal leave is in addition to paid personal leave referred to in Article XIV, Section F. of this Agreement. If the secretary is unable to utilize the additional paid personal leave hours by the end of the secretary's work year, the unused personal leave hours shall be converted to sick leave and added to the hours in the secretary's individual sick leave bank.

a. Accurate information regarding cancellations at non- residential programs and the requirement to report to work can be obtained through employer approved radio and television media or accessed after six o'clock in the morning (6 a.m.) by calling the District's main switchboard number.

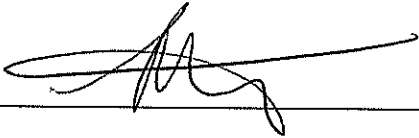
l. 1. **Calendar Length:** Ten (10) month secretaries who work a full year with no unpaid absences shall be scheduled and paid for 217 days. Eleven (11) month secretaries who work a full year with no unpaid absences shall be scheduled and paid for two hundred thirty-eight (238) days or two hundred thirty-nine (239) days during a leap year.

2. **Initial Day for Reporting (Ten [10] Month Secretaries):** The District may schedule up to three (3) mandatory training days immediately prior to the initial duty day. Notice of any mandatory training days will be given to ten (10) month secretaries by the District on or before June 1 of the prior school year.

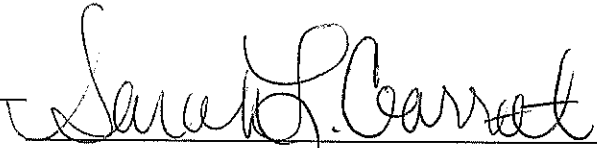
**Article XXII Duration**

This Agreement: supersedes all previous agreements between the parties and shall become effective July 1, 2021 and shall remain effective until the 30th day of, June, 2022.

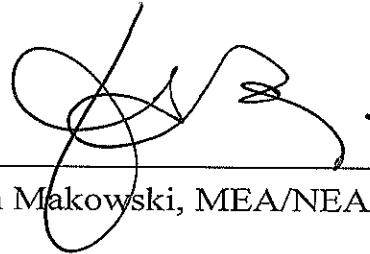
For the Battle Creek Board of Education    For the BCES, MEA / NEA



Kimberly Carter, Superintendent



BCES President



Brian Makowski, MEA/NEA

2021-  
2022





**Letter of Agreement  
Between the Board of Education of  
the Battle Creek Public Schools  
and  
the Battle Creek Educational, Secretaries, MEA/NEA**

This Letter of Agreement (the "Agreement") is entered into between the Board of Education (the "Board") of the Battle Creek Public Schools (the "District") and the Battle Creek Educational Secretaries, MEA/NEA (the "Association") as follows:

1. This Agreement only affects Article XVII (Insurance) of the parties' current collective bargaining agreement, specifically Article XVII, A.
2. Effective January 1, 2021, the District and the Association agree to offer the following MESSA plans, instead of the plans currently listed in Article 11.A:
  - A. Choices \$1000/\$2000; 0% coinsurance; \$20/\$25/\$50; Saver Rx Drug Card
  - B. Choices \$500/\$1000; 20% coinsurance; \$20/\$25/\$50; 3 Tier Rx Drug Card
  - C. ABC Plan 1 \$1400/\$2800; 0% coinsurance; 3 Tier Rx Drug Card
  - D. ABC Plan 2 \$2000/\$4000; 0% coinsurance; 3 Tier Rx Drug Card
  - E. Essentials by MESSA \$375/\$750; 20% coinsurance; \$10/\$25/\$50/\$50/\$200; EbM Rx Drug Card
3. In accordance with Article XVII., the District establishes the following open enrollment dates for these MESSA plans: November 2, 2020 – November 20, 2020.
4. No precedent, custom, or binding past practice is established by this Agreement.
5. This Agreement constitutes the entire agreement between the parties, and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter.
6. This Agreement is effective through December 31, 2021.

**Board of Education of Battle Creek Public Schools**

By: Kim Carter

Its: Superintendent

Dated: October 25, 2020

**Battle Creek Public Schools Educational Secretaries, MEA/NEA**

By: Sarah L. Carreel

Its: President

Dated: October 23, 2020