

1997-2000

SECRETARIAL / CLERICAL EMPLOYEES

FOR SCHOOL YEARS

1997 - 1998

1998 - 1999

1999 - 2000

Terms and Conditions
of Employment

Mason Public Schools

MASON PUBLIC SCHOOLS
Mason, Michigan

Revised 09/27/97

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

EMPLOYEES COVERED	1
TRANSFER AND PROMOTION	1
SENIORITY	1
LEAVE OF ABSENCE	2
DISPUTE RESOLUTION PROCEDURE	3
DISCIPLINE DISCHARGE	4
HOURS AND WORK WEEK	4
SICK LEAVE AND FUNERAL LEAVE	5
SNOW DAYS	6
HOLIDAYS	6
VACATION	7
INSERVICE	7
PAYROLL DEDUCTIONS	7
INSURANCE	7
Hospitalization	7
Dental	8
Vision	8
Life	9
JURY DUTY	9
TERMINAL LEAVE PAY	9
WORK YEAR	9
High School	9
Middle School	10
Elementary	10
Special Education	10
Computer Services	10
Transportation	10
Athletic Department	10
Family Services	10
Alternative Education	10
LONGEVITY	11
SECRETARIAL SALARY SCHEDULE	12
Addendum #1	16

EMPLOYEES COVERED

The terms and conditions of employment described herein apply to all secretarial employees of the school system.

TRANSFER AND PROMOTION

Notice of vacancies and newly created positions will be posted (during summer months, notices will be mailed to all clerical staff.) Personnel shall apply in writing within five (5) calendar days from the published date of the vacancy notice. All internal candidates meeting the posting qualifications shall be granted an interview.

Transfers or promotions within the secretarial group will be considered on the basis of their ability to perform the job. If candidates are equally qualified, seniority shall rule. The aim of the Board is to secure the most highly qualified personnel for all positions and all applications will be given equal consideration.

The building or program administrator shall have the authority to determine the persons best qualified for the position.

Employees transferred shall be granted a twenty (20) working day period to determine; 1) the employees ability to perform on the job; and 2) the employees desire to remain on the job.

During the twenty (20) working day trial period, the employee shall have the opportunity to revert to the former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the administrator to the Assistant Superintendent for Human Resources and Operations with a copy to the employee. The employee may then be reassigned to the employee's former classification at the discretion of the District.

During the trial period, the employee will receive the rate of the job the employee is performing.

SENIORITY

- (a) A newly hired employee shall have a period of ninety (90) working days of probation.
- (b) An up-to-date seniority list shall be kept by the employer and shall be available to employees upon request.
- (c) Employees shall be laid off or recalled, according to their seniority and qualifications.

- (d) If an employee should terminate their employment, the employee's seniority shall terminate the same day. If two employees have the same number years of seniority, the employee with the longest continuous employment will be viewed as the most senior employee.
- (e) Seniority in the secretarial group can be accumulated only through service as a secretary. Credit may be given for service as a library or teacher aide for placement on the salary schedule but such time shall not count toward seniority in the secretarial group.
- (f) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. In the event that the employer hires two (2) employees on the same date the employee would then be placed on the seniority listed based on the flip of a fair coin.

LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Workers Compensation Law, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for up to one (1) year, provided the employee promptly notifies the employer of the necessity therefore and provided further that the employee supplies the employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employer.
- (b) Leave of absence without pay shall be granted for a period up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents.
- (c) Leaves of absence without pay may be granted for a period up to one (1) year for training related to an employee's regular duties in an approved educational institution.
- (d) An employee who becomes pregnant shall provide written notification to the Assistant Superintendent for Human Resources and Operations of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from the employee's physician verifying the fact that the employee is pregnant, that the employee is physically able to perform all the duties and functions of the employee's position, and the estimated date of delivery.

The employee shall furnish periodic written statements from the employee's physician indicating the employee's well-being and ability to perform all of the duties and functions of the employee's position. Such written statement by the physician shall be provided upon request.

The employee may continue in their position as long as the employee's physician continues certification of the employee's well-being and ability to perform the work required of the employee's assignment.

The employee shall be eligible to use any sick leave for the period of actual physical disability connected with pregnancy. Use of sick leave is limited to six (6) weeks after delivery unless a doctor's certificate of continuing disability is provided.

As an alternative to the procedure outlined above, the employee may request an unpaid general leave of absence for maternity purposes for a period not to exceed one (1) year, at any stage of pregnancy.

The employee requesting such leave of absence shall apply in writing to the Assistant Superintendent for Human Resources and Operations at least thirty (30) days prior to the anticipated date of the commencement of the leave and at the same time set forth the anticipated date of return after the termination of the pregnancy.

Prior to the return from a general leave of absence for maternity purposes, the employee shall present certification by the employee's physician of the employee's physical fitness to fully perform the employee's duties.

- (e) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the employer for reasons other than those listed above when they are deemed beneficial to the employer.
- (f) All secretarial and clerical employees who work a minimum of 1,250 hours per calendar year shall be entitled to the provisions of the Federal Family and Medical Leave Act.

DISPUTE RESOLUTION PROCEDURE

Any employee who believes that work rules and conditions have not been properly applied should initiate the following process in order to resolve and/or seek remedy of the problem:

- >**Step 1.** Discuss the matter informally with the supervising administrator.
- >**Step 2.** If the problem is not resolved, state the problem in writing. Submit the written statement of the problem and the remedy requested to the supervising administrator with a copy to the Assistant Superintendent for Human Resources and Operations.
- >**Step 3.** If the problem is not resolved within ten (10) working days of submitting the written statement of the problem, the employee should submit a written request for a meeting with the supervising administrator and the Assistant Superintendent

for Human Resources and Operations. The meeting shall be held within five (5) working days of the request.

- >**Step 4.** If the problem is not resolved within five (5) working days of the meeting specified in step 3, the employee may request a meeting with the Superintendent. This meeting will be held within ten (10) days of receipt of the written request. The Superintendent will give a written decision relative to the dispute within five (5) working days of the meeting with the employee.

DISCIPLINE DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

- (a) conduct unbecoming to a school employee such as intoxication, use of illegal drugs or inappropriate job behavior
- (b) stealing or dishonesty
- (c) falsification of time cards
- (d) failure to report for work for one day without good and sufficient cause and proper notification
- (e) incompetence
- (f) insubordination
- (g) excessive absenteeism
- (h) willful violation of employer rules

HOURS AND WORK WEEK

Section 1.

- (a) Unless otherwise specified, the regularly scheduled work week shall consist of forty (40) hours.
- (b) The normal work day shall be eight (8) consecutive hours.

- (c) Each employee shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.
- (d) Elementary secretaries work a continuous eight (8) hours (except as provided in paragraph "c" without a lunch break.) Lunch is to be eaten on the job.

Section 2.

Overtime rates will be paid or compensated as follows:

- (a) Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week in the form of comp time unless the Superintendent has approved monetary payment for overtime services in advance.
- (b) Hours worked on Sunday shall be considered overtime when more than five (5) days are worked in a work week.
- (c) Refer to Addendum #1 - memo dated 5/19/93 from Superintendent.

SICK LEAVE AND FUNERAL LEAVE

- (a) Leave with pay, to be used for sickness or death, injury, or serious illness in immediate family or personal business as specified below will be granted to each employee at the commencement of the work year. It is to be considered as granted on the basis of one day for each month of service during the year. In the event the employee does not serve the entire year, the employee's leave days will be one day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.

Sick leave days shall be granted according to the following schedule:

38-42 weeks	10 days
43-45 weeks	11 days
46-52 weeks	12 days

Part-time employees who work half time or more shall receive a pro-rated portion of this benefit. The amount to which the employee is entitled shall be determined by dividing the number of hours worked per day into eight (i.e. a four-hour per day employee would be entitled to half (50%) of the benefit).

- (b) Sickness, as used in this section, shall be construed as to include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, or serious illness or death in the employee's family. Funerals other than described above may be attended through use of a personal business day.
- (c) 1. Each year two (2) of the sick leave days shall be granted for personal business days to take care of urgent business that cannot be otherwise transacted. The employee shall notify the building administrator, in writing on the standardized form provided, at least 24 hours in advance, except in case of emergency. The building administrator shall not be obligated to accept more than one (1) application on any given day or days. The personal business day is not to be used the day immediately preceding or immediately following a vacation or holiday except in case of an emergency.
- Employees with twenty (20) or more days of accumulated sick leave by the close of the previous school year and at the time of request for personal business need not state the reason for the business request at the time of application.
2. Any employee drawing benefits under Workers Compensation may elect to be reimbursed the difference between that compensation which the employee is receiving and the employees regular salary to the extent of the monetary value of the accumulated paid leave days.
- (d) If at the close of the preceding school year an employee shall not have used more than two (2) sick leave days including personal business days and shall have accumulated thirty (30) sick leave days, then in the following year the employee shall be entitled to one earned day to be taken at the employee's discretion upon previous notification of 24 hours to the building administrator. If more than one (1) secretarial position exists in the building, the building administrator shall not be obligated to grant more than one (1) such application on any given day. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year.

SNOW DAYS

Employees are required to work on the first two (2) snow days per year. If the district has more than two (2) snow days in one year, the employee will not be expected to work and will not receive pay on those days unless a different arrangement is consented to by the building principal and payroll is notified of the arrangement. The work year will be extended by the number of snow days in excess of two (2). Employees will be paid for the extended work days.

HOLIDAYS

Employees will be paid for the following holidays:

- | | |
|--|--|
| Labor Day | New Year's Eve (<i>starting 1998-99</i>) |
| Thanksgiving Recess
(Thursday & Friday) | New Year's Day |
| Christmas Eve | Good Friday (<i>1/2 day if school is in session</i>) |
| Christmas Day | Memorial Day |

VACATION

Employees will be granted paid vacation days according to the following schedule:

<u>1997-98</u>	<u>Days</u>	<u>1998-99</u>	<u>Days</u>
Winter Recess	7 paid	Winter Recess	6 paid
Mid-Winter Recess	unpaid	Mid-Winter Recess	unpaid
Spring Recess	1 paid; 4 unpaid	Spring Recess	2 paid; 3 unpaid

<u>1999-2000</u>	<u>Days</u>
Winter Recess	6 paid
Mid-Winter Recess	unpaid
Spring Recess	2 paid; 3 unpaid

Additional vacation day(s) with pay will be earned on the following seniority schedule beginning with the 1996-97 school year:

After 5 years	1 day
After 10 years	2 days
After 15 years	3 days
After 20 years	4 days

These days are to be used upon consent of the building administrator/supervisor/director. Additional vacation days are to be used by July 1 of the current year.

INSERVICE

Upon approval by the supervising administrator, secretaries may attend inservice activities. Expenses, registration fees and other related costs will be paid or reimbursed by the district upon approval by the administrator.

PAYROLL DEDUCTIONS

As a service to employees, the District will make Credit Union, insurance or annuity deductions. Anyone desiring this service should contact the payroll office.

INSURANCE

(a) Hospitalization

The employer shall provide fully paid health insurance up to full family coverage for all full time employees (40 hours per week). Employees eligible for health insurance may enroll in insurance options and/or cash up to the value of a single subscriber premium in lieu of enrolling in the health insurance program.

Effective with the 1997-98 school year, the Board will pay the increase in the health insurance premium for participants up to a maximum of five percent (5%) over the premium amount in effect at the beginning of the 1996-97 school year. Any increase beyond the five percent (5%) shall be borne by the employee through a salary reduction agreement with the employer.

Effective with the 1998-99 school year, the Board will pay the increase in the health insurance premium for participants up to a maximum of three percent (3%) over the premium amount in effect at the beginning of the 1997-98 school year. Any increase beyond the three percent (3%) shall be borne by the employee through a salary reduction agreement with the employer.

Effective with the 1999-2000 school year, the Board will pay the increase in the health insurance premium for participants up to a maximum of three percent (3%) over the premium amount in effect at the beginning of the 1998-99 school year. Any increase beyond the three percent (3%) shall be borne by the employee through a salary reduction agreement with the employer.

(b) Dental

The employer shall provide fully paid dental insurance for each full time employee who subscribes.

(c) Vision

The employer shall provide fully paid vision insurance for each full time employee who subscribes.

(d) **Life**

The employer shall provide \$30,000 life insurance and \$30,000 accidental death and dismemberment insurance to each employee who subscribes.

JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the employer for such time lost as a result of such appearance for service, up to a period of thirty (30) days. Pay for jury duty will be forfeited to the school district.

TERMINAL LEAVE PAY

In recognition of service to the District, each employee upon leaving employment with the Mason Public Schools shall be paid a terminal leave payment of \$50.00 for each year of service to the District, provided the employee has been employed by the District for at least ten (10) consecutive years.

WORK YEAR

Work years for employees are as indicated on the following schedule except, that variance in the schedule may be made upon mutual agreement of the building administrator and the employee. Variances in the schedule shall not result in an increase in the total number of weeks worked in a year.

High School

Secretary to Principal (45 weeks)
38 weeks during school
4 weeks before school
3 weeks after school

Secretary to Assistant Principals (41 weeks)
38 weeks during school
2 weeks before school
1 week after school

Secretary/Registrar (43 weeks)
38 weeks during school
2 weeks before school
3 weeks after school

Secretary to Assistant Principals (38 weeks)
(Attendance Secretary)
38 weeks during school
2 days before

Secretary to Counselors (38 weeks)
38 weeks during school
3 days before school

Middle School

Secretary to Principal (42 weeks)
38 weeks during school
2 weeks before school
2 weeks after school

Secretary to Assistant Principal (41 weeks)
38 weeks during school
2 weeks before school
1 week after school

Part-time Secretary (38 weeks)
38 weeks during school
(6.5 hours/day - 32.5 hours/week)

Secretary to Counselors (40 weeks)
38 weeks during school
1 week before school
1 week after school

Elementary

Secretary to Principal (41 weeks)
38 weeks during school
2 weeks before school
1 week after school

Special Education

Secretary to Director (41 weeks)
38 weeks during school
2 weeks before school
1 week after school

Computer Services

Secretary to Director (41 weeks)
38 weeks during school
2 weeks before school
1 week after school

Transportation

Part-time Secretary (42 weeks)
38 weeks during school
4 weeks before school
(6.2 hours/day - 31 hours/week)

Athletic Department

Assigned Secretary (42 weeks)
38 weeks during school
4 weeks before school

Family Services

Secretary to Director (47 weeks)
38 weeks during school
9 weeks at director's discretion
(4.0 hours/day - 20 hours/week)

Alternative Education

Secretary to Director (40 weeks)
38 weeks during school
1 week before school
1 week after school
(4.0 hours/day - 20 hours/week)

LONGEVITY

Longevity pay shall be paid according to the following schedule, with each step based upon the employee's total years of seniority with the employer as of July 1. Employees having a seniority date falling between July 1 and January 31 shall be granted a full year experience for purposes of longevity pay; employees having a seniority date falling between February 1 and June 30 shall not receive credit for the fractional part of a year.

Longevity payments will be made in the first paycheck of December and the last pay of the fiscal year.

1997-2000

*After 5 years	\$.10
After 10 years	\$.30
After 15 years	\$.60
After 20 years	\$1.00

- * Secretaries with a hire date after August 1, 1992 **will not** qualify for this longevity. Secretaries with a hire date prior to August of 1992 will qualify for this longevity pay. This longevity pay (after five years) will be eliminated beginning in the 2001-02 school year.

**SECRETARIAL SALARY SCHEDULE
1997-98**

(4% Increase)

<u>Experience</u>	<u>Secretary to Principal/Director</u>		<u>Assigned</u>	
	<u>I</u>	<u>T-1*</u>	<u>II</u>	<u>T-II*</u>
0	11.23	9.59	10.69	9.06
1	11.48	10.07	10.94	9.54
2	11.73	10.55	11.19	10.02
3	11.98	11.03	11.44	10.50
4	12.23	11.51	11.69	10.98
5	12.48	11.99	11.94	11.46
6	12.73	12.47	12.19	11.94
7	12.97	12.97	12.43	12.43

Elementary Office Aides Rate: \$7.40/hr.
Substitute Rate: \$7.82/hr.

*All employees having employment dates after 3/1/94 will be compensated under the T-I or T-II schedules.

**SECRETARIAL SALARY SCHEDULE
1998-99**

(4% Increase)

<u>Experience</u>	<u>Secretary to Principal/Director</u>		<u>Assigned</u>	
	<u>I</u>	<u>T-1*</u>	<u>II</u>	<u>T-II*</u>
0	11.68	9.97	11.12	9.42
1	11.94	10.47	11.38	9.92
2	12.20	10.97	11.64	10.42
3	12.46	11.47	11.90	10.92
4	12.72	11.97	12.16	11.42
5	12.98	12.47	12.42	11.92
6	13.24	12.97	12.68	12.42
7	13.49	13.49	12.93	12.93

Elementary Office Aides Rate: \$7.70/hr.
Substitute Rate: \$8.13/hr.

*All employees having employment dates after 3/1/94 will be compensated under the T-I or T-II schedules.

**SECRETARIAL SALARY SCHEDULE
1999-2000**

(3% Increase)

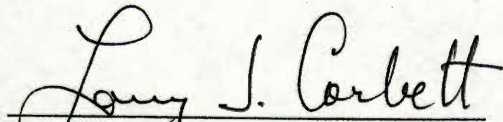
<u>Experience</u>	<u>Secretary to Principal/Director</u>		<u>Assigned</u>	
	<u>I</u>	<u>T-1*</u>	<u>II</u>	<u>T-II*</u>
0	12.03	10.27	11.45	9.70
1	12.30	10.78	11.72	10.22
2	12.57	11.30	11.99	10.73
3	12.83	11.81	12.26	11.25
4	13.10	12.33	12.52	11.76
5	13.37	12.84	12.79	12.28
6	13.64	13.36	13.06	12.79
7	13.89	13.89	13.32	13.32

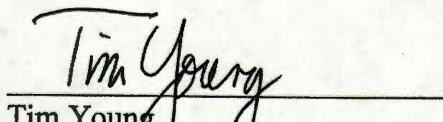
Elementary Office Aides Rate: \$7.93/hr.
Substitute Rate: \$8.37/hr.

*All employees having employment dates after 3/1/94 will be compensated under the T-I or T-II schedules.

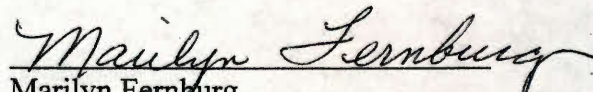
IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed:

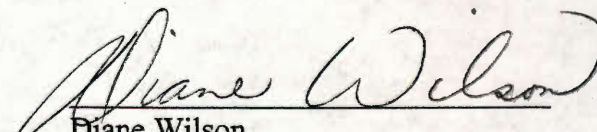
FOR MASON PUBLIC SCHOOLS

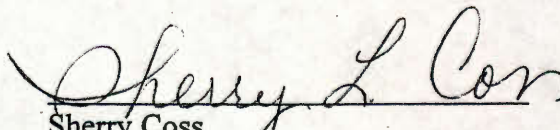

Larry J. Corbett, Ed.D.
Superintendent

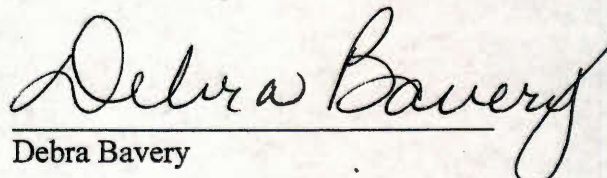

Tim Young
Assistant Superintendent
Human Resources and Operations

FOR SECRETARIAL GROUP


Marilyn Fernburg


Diane Wilson


Sherry Coss


Debra Bavery

9-30-97
Date

Addendum #1 (memo from the Superintendent dated 5/19/93)

TO: Administrative Council
FROM: Glenn R. Doran
RE: Secretarial Issues
DATE: May 19, 1993

On Tuesday of this week, I met with the secretarial group to discuss various issues of interest to them. The session was productive in clarifying many questions they had about application of their work agreement document and district practices. Two problems surfaced which may be resulting from a lack of awareness of state labor laws. They are as follows:

(1) It is the practice of this school district not to pay overtime. Instead, we compensate overtime by granting compensating time. Compensating is to be granted at the rate of one and one half hour for each hour worked beyond the normal work day.

The applicable state labor law requires that compensating time be taken within the pay period with which it is earned. Our practice on this matter has been to allow some flexibility on that issue. However there is no flexibility on the issue of actually granting and taking the compensating time.

Compensating time should be taken at a time which is mutually acceptable to the employee and the supervisor. However, the employer does not have the right to make any stipulations about how the compensating time must be used. It can be used in any way that the employee chooses to use it. It is my understanding that some of our secretaries still have compensating time accumulated from the computer training sessions which occurred last year. This compensating time should be taken before the end of the first semester of the next school year. In the future, you should adopt a standard that any compensating time earned in a given semester should be taken within the time-frame of that semester.

(2) The question was asked as to whether secretaries can be requested to work longer than an eight hour day without being compensated for the extra time. The answer to that question is no. You are free to make adjustments in the starting and ending times, however you are not permitted to lengthen the work day beyond the eight hours. If we are requesting people to work more than eight hours, they are entitled to compensating time for those extra hours. This standard applies to any hourly wage earner; it does not apply to salaried positions.

During our meeting, specific situations were not the focus of discussion. Rather we dealt with general concepts and practices. I would appreciate your reviewing your operation and making the necessary adjustments if you find that your practices are not in conformance with the above general practices and laws.

GRD:bn

