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August 5, 1988

Lynda Goward
MEA Uniserve Director
1800 S. River Road
Saginaw, MI 48603

Joe D. Mosier, Esq.
Thrum, Maatsch and Nordberg, P.C.
501 S. Capitol Ave., Ste. 500
P.O. Box 40699
Lansing, MI 48901

RE: St. Charles Community Schools and
St. Charles Association of Office Personnel, MEA/NEA
MERC File No. L86L-1001

Dear Ms. Goward and Mr. Mosier:

I am enclosing herewith my findings under Article 312 on the above captioned matter for a hearing held on June 3, 1988 in the St. Charles Community Schools.

The issues which I have resolved are as follows:

Article VI - Board Rights
Article VIII - Work Year, Work Week, Work Day
Article X - Vacancies, Promotions & Transfers
Article XIV - Insurance
Article XVI - Vacation
Article XVIII - Leaves
Article XXII - Duration of Agreement
Appendix A - Wage Schedule

Thank you for allowing me to be of assistance to you in this matter. If there is any further information which you require, kindly advise in writing with a copy to the opposing party.

Very truly yours,

PAUL F. CARRIER & ASSOCIATES, P.C.


Paul F. Carrier

PFC/ml
encl.

ARTICLE VI - BOARD RIGHTS

Uncharged from draft agreement.

ARTICLE VIII

WORK YEAR, WORK WEEK, WORK DAY

G. (2) When school is cancelled due to inclement weather or other acts of God, less than year-round employees will not be required to report on days which will not be made up and shall be paid their regular pay for a maximum of two (2) days. For days cancelled due to acts of God which will not be made up beyond the two (2) days, less than year-round employees will be required to report and shall be paid their regular pay. On cancelled days which will be made up, less than year-round employees will normally not be required to report but will work on the make-up days with no additional pay. If required to report on a cancelled day which will be made up, the secretary will receive her regular pay.

ARTICLES X
VACANCIES, PROMOTIONS & TRANSFERS

- A. A vacancy shall be defined as a newly created position or a present position that has been permanently vacated and which will be filled.
- B. All bargaining unit vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) calendar days. During the summer, a copy of the posting will be mailed to the Association President at her address of record. Said posting shall contain the following information.
- type of work
 - location of work
 - starting date
 - rate of pay
 - hours to be worked
 - minimum requirements
- C. Interested bargaining unit members may apply in writing to the Superintendent or designee, within the ten (10) calendar day posting period.
- D. Vacancies will be filled with applicant from within or outside of the bargaining unit whom the Board considers to be the most qualified for the position.

ARTICLE XIV - INSURANCE

A. The Board will provide to each bargaining unit member who works at least thirty (30) hours per week her choice of:

1. Payment of the Full premium cost for hospitalization-medical coverage through a plan, program, or policy selected by the Board not to exceed the July 1, 1987 rates of MESSA Supermed II underwritten by Blue Cross and Blue Shield with the MESSA Care Rider for single, two person or full family as appropriate, provided the employee authorizes a payroll deduction for the balance.
2. An amount equal to forty dollars (\$40) per month for less than year-round employees and fifty dollars (\$50) per month for year-round employees applied toward the purchase of a Board approved annuity plan or a Board approved prescription drug plan.

B. The Board will provide to each bargaining unit member who works at least thirty (30) hours per week a dental program providing 70/70/70% coverage for less than year-round employees and 80/80/80% for year-round employees as determined by the Board. There shall be an Orthodontic maximum coverage of \$1,200. Internal and external co-ordination of benefits will be provided

ARTICLE XVI - VACATION

- A. After completion of one year of employment as a secretary, 12 month employees only will be eligible for vacation days according to the following schedule:
 - During the 2nd year - 5 days
 - During the 3rd through 9th years - 10 days
 - During the 10th year - 15 days
 - During the 11th year - 16 days
 - During the 12th year - 17 days
 - During the 13th year - 18 days
 - During the 14th year - 19 days
 - During the 15th and year thereafter - 20 days
- B. Vacation schedules must be approved in advance by the employee's supervisor.
- C. Vacation time will normally be taken during the summer recess.
- D. Employees shall be paid for vacation time at their regular rate of pay.
- E. Vacation time not taken during the year will not be accumulative and will be forfeited. Upon termination of employment a bargaining unit member shall receive vacation pay on a pro-rata basis for that school year.

ARTICLE XVIII - LEAVES

defined as a serious, emergency or life threatening condition requiring the presence of the employee.

C. Paid Leave of Absence Not Charged to Sick Leave

1. Necessary Business Leave

Each seniority employee may use up to three(3) days per fiscal year (July 1 to June 30) for necessary business. These days shall not be accumulative. The use of these days must be arranged in advance with the employee's immediate supervisor. A necessary business day shall only be used for necessary legal, business, or emergency matters or doctor's appointments that cannot be conducted outside of regular work hours and which require the presence of the employee. Necessary business leave cannot be used for social or recreational activities, travel, other employment, or other non-essential purposes. An employee planning to use a necessary business day shall submit her request to her immediate supervisor for approval stating the reason that she is requesting to use a necessary business day at least five (5) days in advance, except in cases of emergency. Necessary business days shall not be taken the day before or the day following a holiday or vacation.

2. Bereavement

- a. The employee will be granted three days leave, not charged to sick leave, in the case of a death in the immediate family. For purposes of this Section, the immediate family will be defined as parent, spouse, child. One day leave, not charged to sick leave, will be granted for the death of other family members, including sister, brother, grandparents, grandchildren (including in-law and step relatives).
 - b. Bereavement leave may be extended by use of up to five days of sick leave in the case of the death of a parent, child, spouse, sister, brother, grandparent, grandchild (including in-law and step relatives).
 - c. One day of sick leave may be granted by the Superintendent for the funeral of any relative not named above.
3. In-Service - A leave of absence with pay, not charged against the employee's sick leave, may be granted for such in-service activities as attending conferences, conventions, workshops and seminars, when such attendance is approved by the Board.
4. Witness - Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the

DURATION OF AGREEMENT - Issue #18

The duration of this agreement shall be for a period of three years namely from July 1, 1986 through June 30, 1989. Each fiscal year shall commence on July 1 of that year and end on June 30 of the following year. The three years shall be as follows:

July 1, 1986 through June 30, 1987

July 1, 1987 through June 30, 1988

July 1, 1988 through June 30, 1989

The secretarial positions shall continue as presently constituted with the same classifications.

APPENDIX A - WAGES Issue # 9

Bargaining unit employees shall receive, a 7% wage increase for the first year of the contract, commencing July 1, 1986 through June 30, 1987. They shall receive a 6% increase for the second year of the contract, namely from July 1, 1987 through June 30, 1988, and a 5% increase for the third and final year of the contract, namely July 1, 1988 through June 30, 1989.

CLASSIFICATION

These rates are based upon the original hourly rates and classifications in force on July 1, 1986. All other terms and provisions and classifications shall remain the same. The two Classifications shall be as follows:

Classification I:

Building Secretaries

Community Ed Secretary

Purchasing (Transportation) Secretary

Classification II:

High School Bookkeeper

Payroll & Financial Secretary

EXPERIENCE STEPS

Probationary Step

0-5 years

6-10 years

11-15 years

16+ years

LONGEVITY

The longevity schedule shall be:

5 years - \$350.00/year

10 years - \$450.00/year

15 years - \$850.00/year

ARTICLE X
VACANCIES, PROMOTIONS & TRANSFERS

Section G (Assignment and Transfer of Employees)

Employees are subject to assignment and transfer at the discretion of the Board.

ARTICLE XIV
INSURANCE

Section C (Life Insurance)

The Board will provide to each bargaining unit member who works at least thirty (30) hours per week \$15,000 term life insurance with AD&D for less than year-round employees and \$30,000 term life insurance with AD&D for year-round employees through a carrier selected by the Board.

Section D (Long-Term Disability Insurance)

The Board will provide to each bargaining unit member who works at least thirty (30) hours per week Long Term Disability Insurance through a carrier selected by the Board beginning on the 60th calendar day following the onset of disability; providing 50% of the employee's salary for less than year-round employees and 66 2/3 % for year-round employees.

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Section I (No Double Coverage)

The District will not be obligated to provide more than one Health Insurance program to a family unit. If the bargaining unit member's spouse is also an employee of the District; the bargaining unit member shall designate who is to be the carrier of health insurance and the other shall be eligible for the option. Employees receiving generally comparable insurance coverage through a spouse shall not be eligible for insurance coverage provided by the district. There shall be no double coverage.

ARTICLE XVIII - LEAVES

Section A-2 (Payment for Unused Sick Leave Days on Retirement)

Upon retirement from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Plan the bargaining unit member will be paid ten dollars (\$10) per day of unused accumulated sick leave.

Section D-1 (Leave of Absence Without Pay or Fringe Benefits)

A leave of absence of up to three (3) months shall be granted for the purpose of child care upon the request of the employee to care for a new born, newly adopted new born or critically ill child.

Section D-6 (Return from Leave)

An employee on approved leave of absence will be returned to a generally comparable position as determined by the Board.

Section F (Workers' Compensation)

Workers' Compensation will be the exclusive remedy for any work related injury or disability provided workers' disability compensation is available.