

MUSKEGON HEIGHTS PUBLIC SCHOOLS
AND
MUSKEGON HEIGHTS CLERICAL UNION
CONTRACT



Effective July 1, 2003 to June 30, 2009

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Muskegon Heights Clerical Union

SECTION 1.0 PREAMBLE

Section 1.1

This agreement entered into by the School District of the City of Muskegon Heights, Michigan, hereinafter referred to as the "Employer", and the Muskegon Heights Office and Clerical Employees Association MEA/NEA, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, wages, hours of work, and other specified conditions of employment as contained herein.

SECTION 2.0 RECOGNITION

Section 2.1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other specified conditions of employment during the terms of this agreement for those employees of the Employer in a bargaining unit consisting of all office and clerical employees and all full-time and regular part-time Adult Education secretaries and clerical employees employed by the Muskegon Heights Public Schools; excluding the secretary of the Superintendent of Schools, the secretary to the Director of Human Resources, administrative assistant to the Business Manager, supervisors, and all other employees.

The Adult Education Retention Clerk position, as configured on June 4, 1992 shall not be included in the bargaining unit. The Association, however, reserves its right to organize such position using the Michigan Employment Relations Commission's (MERC) election procedures.

Section 2.2

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his/her membership in the Union, or activity required by this agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

Section 2.3

The Board shall publish, and after publication enforce, work rules. All new employees shall receive a copy of the work rules upon entering employment.

SECTION 3.0 UNION SECURITY AND DUES DEDUCTION

Section 3.1

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit union membership and not to conduct activities, except as otherwise provided by the terms of the agreement, during working hours of the employees or in any manager that may interfere with employees engaged work.

Section 3.2

A. Each bargaining unit member shall, as a condition of employment: (1) within thirty (30) calendar days of the beginning of their employment or by October 1st of each year, whichever is later, shall have joined the Union and authorized deduction of membership dues, or (2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee, or may pay such fee in cash directly to the Association. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction as herein provided, the Employer shall, pursuant to MCLA 408.477; MSA 17,277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks to each bargaining unit member. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. Deductions shall begin with the first pay of October each year. The last deduction will be the first pay of June.

B. Pursuant to Chicago Teachers Union vs. Hudson 106 s CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and unless and until procedures, including any administrative or judicial review, there shall have been availed of and exhausted no dispute, claim, or complaint by an objective bargaining unit member concerning the application and interpretation of this section shall

be subject to the grievance procedure set forth in the agreement or any other administrative or judicial procedure.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. With respect to all sums deducted by the Board pursuant to authorization of the Employee, whether for professional dues or service, the Board agrees promptly to disburse said sums upon direction of the Association.

Section 3.3

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective bargaining agreement. The Association further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as the result of said suit or action, subject however to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action, whether or not to appeal the decision of any court or their tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

SECTION 4.0 ASSOCIATION RIGHTS

Section 4.1

Union employees shall select an active union representative who is an actively employed union employee (not on leave or retired) to represent them.

Section 4.2

Representatives of the Union may investigate and present grievances to the Employer, during regular working hours, without loss of time or pay, in accordance with the terms of this article; the Union's representative will be released by his/her immediate supervisor. The representative may be required to record time spent. All such representatives will perform their regular assigned work at all times except whenever necessary to leave their work to process a grievance as provided herein.

Section 4.3

The Union will furnish the Employer with the names of its authorized representatives and members of its committees who are employed within the unit, and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

Section 4.4

In addition to the above representatives, office and clerical employee members may be represented by the Grievance Chairperson, who will be elected by the Office and Clerical Employees Association, and will have the necessary time to act in his/her Union capacity without loss of pay. The Director of Human Resources shall be notified as necessary after the first hour of the day.

Section 4.5

The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as well as assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievances or complaints.

Section 4.6

The Union and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge will be made for use of school rooms when special custodial service is not required.

SECTION 5.0 SPECIAL CONFERENCES

Section 5.1

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his/her designated representative upon the request of either party.

Section 5.2

Such meetings shall be between not more than two (2) representatives of the Employer, and not more than two (2) representatives of the Union.

Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose pay for the time lost in such special conferences.

Section 5.3

Special conferences shall be scheduled within ten (10) days after request is made unless otherwise agreed.

SECTION 6.0 GRIEVANCE PROCEDURE

Section 6.1

It is mutually agreed upon that all grievances, disputes, or complaints arising under and during the time of this agreement shall be settled in accordance with the procedure herein provided. For the purposes of this section, days shall be defined as employee working days.

Step 1.

Any employee having a complaint in connection with his/her employment shall present it to the Employer with the following understanding: before initiating a grievance, the employee must first discuss the matter orally with his/her immediate supervisor or his/her designee within ten (10) work days following the date upon which the grievance occurred. However, the employee may request to have his/her representative present during this discussion.

Grievances involving more than one employee shall be filed with the Director of Human Resources.

Step 2.

If the grievance is not resolved at Step 1, it shall be reduced to writing on the regular grievance form provided by the local union, signed by the employee, and presented to the employee's immediate supervisor within five (5) work days after the initial discussion at Step 1. The immediate supervisor shall answer the grievance within five (5) work days of the date it is presented.

Step 3.

If the grievance is not settled at Step 2, the Union may request a meeting between active Union representatives and the Superintendent of Schools and/or his representative to review the matter by submitting the request in writing within five (5) work days of the Employer's Step 2 answer. The meeting will be held within ten (10) days of receipt of the written request. The Superintendent of Schools and/or his representative shall answer the grievance within five (5) days of the date of the meeting. The Employer and the Union may, in mutual agreement, extend the time limits of the grievance procedure.

Step 4.

If the grievance is not settled at Step 3, the Union may request a meeting between Union representatives and the Board of Education's Personnel Committee to review the matter by submitting the request in writing within five (5) work days of the Step 3 answer. Such meeting will be held within ten (10) working days after the date of the written request. The Board of Education's Personnel Committee shall render its decision within five (5) work days after the meeting.

Step 5.

If the grievance is not settled at Step 4 of the grievance procedure, the Union only, and not an employee or group of employees, may submit the matter to arbitration by submitting a written demand to the Superintendent of Schools within ten (10) work days of the date of the Step 4 answer. If the parties cannot agree on an arbitrator within ten (10) work days of the date of the demand for arbitration, the grievance shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations, and such rules shall govern the arbitration hearing.

The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this agreement, or to make recommendations with respect thereto. Both parties agree to be bound by the award of the arbitrator, and that the costs of any arbitration hearing under this provision shall be borne equally between the parties, but the fees and wages of representatives, counsel, witnesses, and other persons attending the hearing shall be borne by the party incurring them.

The arbitrator shall have no right to accept evidence that is new and was not submitted at a previous step of this grievance procedure. Days shall be defined as employee's working days.

SECTION 7.0 EMPLOYEE RIGHTS

For the purpose of Section 7.1 and 7.2 below, discipline shall mean written reprimand, suspension, or discharge.

Section 7.1

A disciplined employee will be allowed to discuss his/her discipline with his/her representative, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discipline with the employee and representative.

Section 7.2

If the disciplined employee and the representative consider the discipline to be improper, a grievance shall be presented in writing within five (5) working days of the date of the discipline through the Grievance Chairperson to the employee's immediate supervisor.

The immediate supervisor shall answer the grievance in writing within three (3) work days of the date of the written grievance and, if the answer is unsatisfactory, the Union shall, within three (3) work days of the answer, move the written grievance, which shall begin at Step 3 of the grievance procedure.

Section 7.3

The Board agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, or physical characteristics.

Bonds

Section 7.4

Should the Employer require any employee to be bonded, the Employer shall pay any premium involved.

Section 7.5

The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon the request in the presence of the Employer, have access to his/her personnel file.

Probation

Section 7.6

During the first thirty (30) working days of continuous active employment, an employee shall be on probation. There shall be no responsibility of said Board to

continue in employment or to re-employ any probationary employee who is discharged or otherwise terminated during the probationary period. The probation period may be extended an additional thirty (30) working days by mutual agreement between the Union and the Employer.

SECTION 8.0 BARGAINING TEAM

Section 8.1

The bargaining team shall consist of four (4) active Union officers and two (2) elected members-at-large. The bargaining team will be compensated at their regular rate for time lost from work during their regular working hours while in negotiation with the Employer and without being required to make up said time.

SECTION 9.0 SEPARABILITY

Section 9.1

If any contract condition should be found to be invalid or inoperative, the parties agree to meet and to bargain for the purpose of arriving at a mutually satisfactory replacement.

SECTION 10.0 SENIORITY

Section 10.1

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day in the bargaining unit position. In the event that more than one bargaining unit member begins working in the bargaining unit on the same date, positions on the seniority list shall be determined by drawing lots. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of working in the bargaining unit. In the event an employee works thirty (30) continuous days in a clerical classification, he/she may be signed up for the Union.

Section 10.2

The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of the agreement, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list, and subsequent revisions, shall be furnished to the Association. State and Federal statutes and regulations shall be observed, where applicable, for specifically funded programs except where prohibited by law or regulations.

All bargaining unit members shall receive seniority rights as provided in this agreement. Commencing July 1, 1992 there shall be the following seniority lists:

- A. There shall be a main list consisting of all bargaining unit members employed as of July 1, 1992, which shall include Adult Basic Education bargaining unit members. The Adult Basic Education bargaining unit members who were eligible to vote in the accretion election, conducted by the Michigan Employment Relations Commission (MERC) on June 4, 1992, shall be inserted into the seniority list with the date of October 1, 1990. The names shall be in the same order as they will be on the Adult Basic Education bargaining unit members only seniority list. Any additional Adult Basic Education bargaining unit members shall be added to the main list only.
- B. There shall be a seniority list consisting of only the Adult Basic Education bargaining unit members that were eligible to vote in the June 4, 1992 MERC election referenced above. The seniority date of those employees on this list shall be the bargaining unit member's first date of work as an Adult Basic Education employee. Seniority shall continue to accumulate as long as the bargaining unit member is providing service in Adult Basic Education. In the event the bargaining unit member transfers to a regular education/central office position, his/her seniority on this list shall be retained (frozen).

Section 10.3

Employees promoted within the bargaining unit shall continue to accumulate seniority in their former classification until they have accumulated thirty (30) days in their new classification.

Section 10.4

An employee may lose his/her seniority for the following reasons:

- a. the employee quits or retires from employment of the School District of the City of Muskegon Heights in any capacity.
- b. the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- c. if the employee does not notify the Employer within five (5) days after receipt of a certified written notification to return to work, as the date he/she will return, which must be within ten (10) working days after the delivery of such notice to his/her last known address. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return to work.

- d. if the employee is laid off during the term of the agreement for a continuous period equivalent to his/her seniority, under this section, all employees shall retain their seniority during the first twenty-four (24) months of continuous layoff, and shall not retain their seniority following twenty-four (24) months of continuous layoff.

Section 10.5

If a Union member requests a leave of absence to pursue other employment within the district, but outside of the bargaining unit, his/her seniority shall freeze at the beginning of the leave.

SECTION 11.0 LAYOFF AND RECALL

Section 11.1

During a layoff, it may be necessary for the employee to work in other classifications provided they are qualified.

Section 11.2

Bargaining unit employees will not be laid off as the result of their work being performed by non-bargaining unit personnel.

Section 11.3

If there is a reduction in the work force, the following procedure shall be followed:

Seasonal, temporary, and substitute employees will be laid off first. Probationary employees will be the next to be laid off. Regular full-time employees will be laid off according to seniority. Laid off employees may bump the lowest seniored person within the same classification or lower classification, provided the employee has more seniority and is qualified to perform the work. Employees to be laid off will be given at least fifteen (15) working days notice of layoff. The president shall receive a list from the Employer of employees being laid off on the same date the notices are issued to the employees.

Section 11.4

When the work force is to be increased after a layoff, employees will be recalled according to seniority and ability to perform the work. Notice of recall shall be by telephone call and confirmed by certified mail to the employee's last known address. Employees will be granted, upon receipt of certified mail, five (5) working days to notify the Employer as to the date he/she will return to work. The employee will return to work within five (5) working days after notifying the Employer of their return. Employees will be granted up to five (5) additional working days to return to work upon request.

Section 11.5

The employee's right to recall will not be affected by the refusal of acceptance of a position that is less than comparable in hours and/or compensation to the position previously held at the time of layoff. (Comparable shall be defined as within 10% of the hours and/or compensation.)

Section 11.6

Notwithstanding their position on the seniority list, the president and grievance chairperson shall, in the event of a layoff of any type, will continue to work as long as there is a job in their classification which they can perform, and shall be recalled to work in the event of a layoff on the first open job in their classification which they can perform.

Job Performance

Section 11.7

A non-bargaining unit member, otherwise employed by the district, shall not be transferred or assigned to a position within the bargaining unit.

Section 11.8

Any bargaining unit member who accepts another position within the district, but outside of the bargaining unit, must apply for a leave of absence from their position within the bargaining unit. Seniority shall not accrue during such leave.

SECTION 12.0 PROMOTIONS, TRANSFERS, AND VACANCIES

Section 12.1

A temporary vacancy shall be defined as a position which is not filled for sixty (60) calendar days. After sixty (60) days, the position shall be considered a permanent vacancy.

A lateral transfer shall be defined as movement within the same classification. A lateral transfer within the same classification is not a promotion.

The Employer will make all promotions within the bargaining unit available on a seniority basis to those employees who possess the qualifications for the job under consideration. All promotions within the bargaining unit shall include the following factors:

- a. a promotion shall be on a competitive basis.
- b. employees shall be given thirty (30) work days to attain training and knowledge to perform the job/work in question.

- c. skill assessment methodology will be utilized to measure employee's ability.
- d. skill assessment examinations will be based on the positions classification to be filled.
- e. work record and personality trails shall apply to new hires only.
- f. vacancies must be filled within thirty (30) working days of occurrence.
- g. in the event all qualifications are equal, seniority shall be the governing factor.
- h. lateral transfers of members within the same classification shall not be tested.

Section 12.2

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. Said postings 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 requirements

Section 12.3

Interested bargaining unit members may apply in writing to the Superintendent or designee within the ten (10) work day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July and August) by sending notice of it to the president.

Vacancies shall be filled with the most senioered applicant from within the affected classification with proper qualifications. If a bargaining unit member from the affected classification does not apply, a qualified applicant from other classifications shall then fill the vacancy with the most seniority.

Section 12.4

The employee having the highest passing cumulative score from the testing procedure shall be promoted/hired. Upon request by the Union or employee, the Union and/or employee shall be immediately given the results of the/their test. A minimum of 70% is passing.

Testing for job openings will be related to the skills necessary to adequately perform the job applied for. Test results shall be valid for one year, and an employee may only be tested once a year on the same skills. An applicant must pass the test with a minimum of 70%.

Section 12.5

The promoted member with three (3) years or better seniority will receive the pay rate of Step 2.

Section 12.6

In the event of a promotion in the Union or transfer from one classification to another, the Union member shall be given a thirty (30) day trial in which to show his/her ability to perform on the new job. The employer may request an additional thirty (30) days. The Employer shall give the promoted or transferred Union member reasonable assistance or referrals to training to enable him/her to perform up to the Employer's standard on the new job. If the Union member is unable to demonstrate the ability to perform the work required during the trial period, or at the option of the affected Union member, the Union member shall be returned to his/her previous assignment. During this trial period, the Union member shall have the opportunity to revert back to his/her former classification. If the Employer feels that the employee is performing unsatisfactorily in the position, the Employer shall submit notices and reason to the Union, in writing, and a copy to the Union member. The matter may then become a proper subject for the second step in the grievance procedure.

Section 12.7

Any temporary summer office or clerical position shall first be offered to a Union member who is a ten (10) month employee. If additional summer office or clerical work is needed for an eleven (11) month employee, the position shall first be offered to the incumbent member; afterwards, it must be offered to other bargaining members.

SECTION 13.0 NEW CLASSIFICATION

Section 13.1

The Employer agrees that if duties and responsibilities are increased on existing classifications, or if the Employer adds new classifications not contained herein, the rate of pay established shall take into consideration these added duties and responsibilities and shall be paid in relationship with other classifications contained in this agreement. The Union may challenge such rates through the grievance procedure.

SECTION 14.0 HIGHER CLASSIFICATION

Section 14.1

If a Union member is required to work in a higher classification in excess of two (2) consecutive days within the bargaining unit, he/she will receive the higher rate of pay for that classification.

Section 14.2

If a Union member is required to work in more than one classification for two (2) consecutive days, he/she shall receive compensation of an additional 1/6th of the effected position.

SECTION 15.0 JOB DESCRIPTIONS

Section 15.1

The Employer shall provide the Union with job descriptions upon request.

SECTION 16.0 MEDICAL LEAVE

Section 16.1

Medical (including pregnancy) leave of absence for periods up to four (4) months may be requested in writing by full-time regular and part-time regular employees. If an employee is to be absent for more than five (5) consecutive work days as a result of an illness, injury, or disability (including pregnancy), the employee must provide a written request for medical leave to his/her immediate supervisor as far in advance of the anticipated leave date as practicable on NCT forms, to be provided by the district. If the absence is due to an emergency, the employee or member of the employee's immediate family must inform the supervisor or head of the employee's department as soon as practicable; this should be followed up with a written request, normally submitted within three (3) days of the beginning of the leave. All medical leave requests must be accompanied by an appropriate medical certification from the employee's physician indicating the condition necessitating the leave request and the projected date of return to work.

If the leave request is granted, the employee is required to provide the district with additional physician statements at least once every thirty (30) days or more frequently if requested, attesting the employee's continued disability and inability to work. The employee may be required to submit to an examination by a physician designated by the district should information from the employee's physician be inclusive, incomplete, or has not provided an examination under this section, and shall be at the sole expense of the district. The employee shall execute all necessary releases in order for the Board's designated physician to review all pertinent medical records.

The employee may apply in writing for an extension of the leave, which shall be granted at the discretion of the Board. But in no event shall the total of original leave and any extensions be greater than one (1) year. During the first thirty (30) working days the district will use a substitute to fill the employee's position. However, the district shall fill the position at the expiration of thirty (30) work days. Any employee returning prior to the expiration of thirty (30) work days shall be restored to his/her former position. If the employee does not return to the position within thirty (30) work days, the position shall be considered vacant.

Before being permitted to return from medical leave, the employee is required to present the district with a note from his/her physician indicating that the employee is capable of returning to work.

All district benefits operate on an accrual basis (e.g., vacation and paid sick days) and will continue to accrue only during the first thirty (30) days of the medical leave period. All district group health benefits (e.g., hospitalization and major medical insurance) will continue during the employee's leave to a maximum of one year.

SECTION 17.0 UNPAID LEAVE OF ABSENCE

Section 17.1

Unpaid leave of absence shall be granted for a period of time not to exceed one (1) year upon request to the Employer. An additional one (1) year leave may be granted by the Employer upon request of the employee. During the leave of absence, the employee shall continue to accumulate seniority. Upon return from said unpaid leave of absence, the employee shall be placed in the position (or similar position) held immediately prior to the commencement of said leave of absence. The employee will accumulate seniority for a period of one (1) year. The employee shall inform the Union of their request for a leave.

SECTION 18.0 PAID LEAVE OF ABSENCE

Section 18.1

- a. Paid sick leave allowance will be earned at the rate of one (1) day per month of employment. Clerical personnel will be paid only for sick leave for which they have accumulated.

Unused sick leave may be accumulated up to a limit of two hundred (200) days. The employee shall, upon the request of the Superintendent or his designee, present a medical doctor's certificate of the proof of illness or satisfactory recovery covering the period of absence.

- b. An employee who remains off work and who has exhausted the sick leave entitlement must, within the ten (10) days, apply for an unpaid sick and medical leave of absence, which will not exceed one (1) year.
- c. Once an employee exhausts his/her sick leave under Section 18.1-b, the Employer shall notify said employee, in writing, regarding his/her obligation to apply for a leave. Said notice shall be sent via Certified Mail, Return Receipt Requested, with a copy to the Union president.
- d. Employee will have the option to use or not to use their paid sick leave for any period of eligibility. In the event the employee chooses not to use his/her paid sick leave, he/she shall be granted a leave of absence without pay.

Bereavement Leave

Section 18.2

When death occurs in an employee's immediate family (i.e., mother, father, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the employee's household, the employee shall be allowed five (5) working days for each death. Each employee is allowed one (1) day with pay to attend the funeral of a relative (i.e., brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or cousin).

Bereavement leave, as herein described, shall not be deducted from sick leave.

Personal Leave Days

Section 18.3

All employees shall be granted two (2) personal leave days per annum. Personal leave days shall not be deducted from any other benefit allowable under this contract.

Union Leave

Section 18.4

An employee who is designated by the Union to serve as a delegate or representative for Union conventions or conferences shall be granted up to five (5) working days with pay, and five (5) working days without pay to discharge the duties assigned. Upon return, the employee shall be assigned to the same position to which the employee would be entitled had the employee remained at work.

Jury Duty

Section 18.5

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for the time necessary spent in the jury service.

Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

SECTION 19.0 FRINGE BENEFITS

Section 19.1

The Board shall provide, without cost to the employee, the Priority Health Plan described below for a full twelve (12) month period for each year of this agreement for the employee and his/her eligible dependents as defined by Priority Health.

Bargaining unit members electing health insurance shall receive the Priority Health Plan, which shall include the following benefits:

- The Preferred Benefits level applies when using an in-network service.
- The Alternate Benefits level applies when seeking medical services outside the network.
- \$15 co-pay on office visits
- \$10/\$30 Rx benefit
- Dental
- Vision
- Long-term disability, 66 2/3rd of monthly pay subject to \$5,000 maximum, 90-day waiting period.
- Short-term disability, 66 2/3rd of weekly pay to maximum of \$1,000/week, 7-day waiting period, 13-week maximum benefit period.
- Term life insurance in the amount of \$45,000.
- Accidental Death & Disability

It is expected that once the total number of lives covered by Priority Health reaches 100 people, that the Employer will endeavor to, with the assistance of the unit, purchase a plan that provides more comprehensive coverage with fewer deductibles and co-pays for the employees, resulting in less cost-shifting to the employees. It is further agreed that any changes negotiated with the Priority Health Plan or its agents will include members of this bargaining team on the team that will explore options for better coverage.

The Employer shall adopt and implement a qualified plan document that complies with Section 125 of the Internal Revenue Code.

Section 19.2

In the event an employee dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through the following September 30th. If the employee dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through September 30th of that year.

Section 19.3

The open enrollment period shall be established by the Board, the Union, and Priority Health, including opportunities for summer pre-enrollment and fall open enrollment, and whenever group or individual subsidy amount increase or decrease affecting the benefit package.

Section 19.4

When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section 19.5

The Board shall be responsible for providing insurance information including applications and claim materials.

Section 19.6

Payroll deduction shall be available for all MEA Financial Services, and MEA programs.

SECTION 20.0 LONGEVITY

Section 20.1

- A. All employees having ten (10) years of continuous service with the Board of Education shall be entitled to longevity payments of 2% of the employee's annual rate, paid in lump sums on the first pay period of December each year and thereafter. Such amount shall be paid and taxed separately from the employee's regular pay.
- B. All employees having thirteen (13) years of continuous service with the Board of Education shall be entitled to longevity payments of 4% of the employee's annual rate, paid in lump sums on the first pay period of December each year and thereafter. Such amount shall be paid and taxed separately from the employee's regular pay.

SECTION 21.0 WORKER'S COMPENSATION

Section 21.1

All members of the bargaining unit shall be covered by all applicable Workers' Compensation laws.

SECTION 22.0 RETIREMENT

Section 22.1

All members of the bargaining unit shall be covered by the Michigan Public School Employees Retirement System as prescribed by law.

Accumulated sick and emergency leave shall be forfeited upon resignation or discharge of an employee. All employees who retire at anytime, if at retirement such employees qualify for and receive retirement benefits under the Michigan Retirement System of Public Schools Employees Act, shall be entitled to be paid for this unused sick leave allowance as follows:

Employees shall be entitled to receive one-half (1/2) of all unused sick leave days at the per diem rate of twenty dollars (\$20.00) per day.

SECTION 23.0 HOURS OF WORK AND OVERTIME

Section 23.1

The regular work day shall be defined as eight (8) continuous hours, exclusive of a forty-five (45) minute meal period and two (2) fifteen minute breaks; one in the morning and one in the afternoon.

Time and one-half (1½) will be granted under any of the following conditions:

- A. Daily: all secretaries, all work performed in excess of eight (8) hours in a twenty-four (24) hour period.
- B. Daily: for elementary secretaries, all work performed in excess of an 8-hour period.

For all other classifications, all work performed in excess of eight (8) hours in a twenty-four (24) hour period.

- C. Daily. elementary secretaries, all work performed in excess of eighty (80) hours in a biweekly pay period. For all other classifications, all work performed in excess of eighty (80) hours in a biweekly pay period.

- D. Any employee who must work on a designated holiday shall be paid two (2) times their regular hourly rate.
- E. Employees of the bargaining unit will be paid a minimum of two (2) hours at the rate of pay and one-half (1½) of their appropriate hourly rate if called in to work at times other than their regularly scheduled work time.
- F. Employees who are scheduled for work and are permitted to report for work without having been notified that there will not be work, shall be credited with two (2) hours pay.

SECTION 24.0 JOB CLASSIFICATIONS

Section 24.1

Classification 1

1.	Accounts Payable Secretary	12 months
2.	Payroll Secretary	12 months
3.	Accounting Secretary	12 months
4.	Data Entry Secretary	12 months
5.	Insurance Secretary	12 months
6.	Purchasing Secretary	12 months
7.	Middle School Principal Secretary	12 months
8.	Senior High School Principal Secretary	12 months
9.	Receptionist/Sub-Finder Secretary	12 months
10.	State and Federal Secretary	12 months
11.	Departmental Secretaries*	
	a. Pupil Services Secretary	12 months
	b. Special Education Secretary	12 months
	c. State and Federal Secretary	12 months
	d. Curriculum Secretary	12 months
	e. Adult/Alternative Education Secretary	12 months
	f. Building, Grounds, and Transportation Secretary	12 months
	g. Food Service Secretary	12 months
	h. Business Manager Secretary	12 months
	i. Grants Assistance Secretary	12 months
12.	Management Information Specialist (MIS)	12 months
13.	Floater	12 months

Classification 2

1.	Elementary School Principal Secretary	10 months
2.	Assistant Principal Secretary	12 months
3.	Assistant Secretary	11 months
4.	Counseling Department Secretary	12 months
5.	Adult/Alternative Education Secretary	12 months
6.	Head Start/Pre-School Secretary	10 months

*The Board reserves the right to restructure its management organization, which may result in additional or fewer positions in this category.

SECTION 25.0 WORKING CONDITIONS

Section 25.1

Work schedules may be changed by mutual consent of the Employer and the Union.

Equipment

Section 25.2

The Employer shall furnish all equipment deemed necessary to perform the duties assigned their classification and keep same in safe operating conditions. Furthermore, anytime a new piece of equipment is introduced, the effected Union member will be trained in its use.

Building Secretaries

Section 25.3

The work year for a building secretary shall commence no less than ten (10) working days prior to the first day that all teachers report, and shall end no less than five (5) working days following the last teacher work day of the school year.

Training

Section 25.4

The Board encourages bargaining unit members to upgrade their skills and proficiencies whenever possible. Therefore, the Board shall reimburse the bargaining unit member for tuition, books, and fees upon satisfactory completion of courses related to the job, provided the employee attains a "C" or better grade for the course(s).

SECTION 26.0 HOLIDAYS

Section 26.1

The following days shall be recognized as holidays:

1. Day before Labor Day
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Christmas Eve
6. Christmas Day
7. New Year's Eve (1/2 day)
8. New Year's Day
9. Martin Luther King, Jr.'s Birthday
10. Good Friday (1/2)
11. Memorial Day
12. July 4th (11-12 month employees, also, active union member working summer position)
13. Floater
14. Floater

Section 26.2

Whenever a legal school holiday falls upon Sunday, the next Monday following shall be deemed a holiday. A holiday falling on Saturday shall be observed the Friday prior or Monday following. All employees shall be excused from work one-half (1/2) hour ahead of quitting time on the last scheduled full work day in a calendar week immediately prior to a holiday in that week.

SECTION 27.0 VACATIONS

Section 27.1

- A. Paid vacation time for all regular full-time clerical personnel covered under this agreement shall be computed as follows:

Twelve Month Employees (12)

1 to 9 years	= 12 days
10 to 16 years	= 15 days
17 plus years	= 20 days

Eleven Month Employees (11)

1 to 9 years	= 11 days
10 to 16 years	= 14 days
17 plus years	= 18 days

Ten Month or less (10)

1 to 9 years = 10 days

10 to 16 years = 13 days

17 plus years = 16 days

- B. Eleven (11) and twelve (12) month employees may take vacation at any time, but must arrange their vacation time with their immediate supervisor.
- C. Vacation time shall be taken within one (1) year after June 30th of the school fiscal year when designated as earned. Unused vacation time may not be carried over into future years unless approved in writing by the Superintendent for specific and unusual cases.
- D. Employees who normally work ten (10) months or less will receive pay for Christmas vacation and spring break vacation days to the extent of days earned, which are now designated holidays and must take their said vacation at this time. Unused vacation days earned will be included in the employee's final pay at the end of the regular school year.
- E. If a holiday falls within the vacation period, an employee shall be given an additional day off with pay or may, if the employee chooses, be given an extra days pay.
- F. If during a vacation period an employee becomes eligible for bereavement leave or for sick and medical leave by reason of hospitalization, the employee's unused vacation time may be rescheduled.
- G. An employee's right to vacation with pay, which becomes vested as provided by this Article, shall be paid to the employee upon termination or to the employee's beneficiary or estate in the event of death of an employee.

SECTION 28.0 COMPENSATION

Section 28.1

- A. Classification 1 and Classification 2

See Appendix C

- B. The following additional wage rates shall be paid for education credits:

20 semester hours	\$.20
40 semester hours	\$.40
Associates Degree/60 semester hours	\$.50

C. Mileage Reimbursement

When an employee is directed by their immediate supervisor to use his/her vehicle for school purposes, he/she shall receive business mileage reimbursement at the allowable rate of the Internal Revenue Service. This shall include any travel between buildings. Verifying documentation signed by the supervisor will be necessary prior to payment being made.

In no event shall supervisors require Union members to transport school children under this provision.

D. A secretary providing training assistance to new employees or transferred employees will be paid at the rate of pay and one-half (1½) for the period spent engaged in training.

SECTION 29.0 DURATION OF AGREEMENT

Section 29.1

This Agreement shall be effective on the 1st day of July 2003, and remain in full force and effect through the 30th day of June 2009. This Agreement shall remain in full force and be effective during the period of negotiations. All wages shall be fully retroactive to July 1, 2003.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of _____ 200__.

FOR THE UNION
Muskegon Heights Clerical Education
Support Personnel Association MEA/NEA

FOR THE EMPLOYER
Muskegon Heights Board of Education

President

President

Vice President

Superintendent or Designee

APPENDIX A: GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Employee

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance (attach additional sheet if necessary)

2. Relief Sought (attach additional sheet if necessary)

Signature Date

C. Disposition by Principal/Supervisor _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

E. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date received by Board or Designee _____

B. Disposition by Board

Signature Date

APPENDIX B: REQUEST FOR LEAVE FORM

MUSKEGON HEIGHTS PUBLIC SCHOOLS

Request for Leave Form

1. Prepare in duplicate.
2. Submit both copies to the Superintendent of Schools

Date: _____

I, _____, hereby request a leave of absence as an employee in the Muskegon Heights Public Schools for the reason indicated below:

I further request that this leave of absence begin _____ and terminate on _____
(Month, Day, Year)

(Month, Day, Year)

If for any reason it is my decision not to return to the School District, I will notify the School District of the same in not less than 60 (sixty) days prior to the beginning of the next school term semester.

If the request for a leave of absence is approved and does not exceed one (1) year in duration, the requesting individual will be entitled to his/her previously accumulated sick days upon active reinstatement. No credit is granted on the wage schedule for an approved leave of absence unless stated otherwise.

Signature of Employee

Date

Superintendent of Schools

Date Received

Date Approved

APPENDIX C: COMPENSATION TABLE

Muskegon Heights Office and Clerical Association Compensation per Article 28.1

2003-2004 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$11.86	\$12.30	\$12.75	\$13.31	\$13.94	\$14.36	\$14.79
Secretary I	\$9.77	\$10.21	\$10.68	\$11.23	\$11.85	\$12.20	\$12.57

2004 – 2005 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$12.16	\$12.60	\$13.05	\$13.61	\$14.24	\$14.66	\$15.09
Secretary I	\$10.07	\$10.51	\$10.98	\$11.53	\$12.15	\$12.50	\$12.87

2005 – 2006 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$12.46	\$12.90	\$13.35	\$13.91	\$14.54	\$14.96	\$15.39
Secretary I	\$10.37	\$10.81	\$11.28	\$11.83	\$12.45	\$12.80	\$13.17

2006 – 2007 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$12.76	\$13.20	\$13.65	\$14.21	\$14.84	\$15.26	\$15.69
Secretary I	\$10.67	\$11.11	\$11.58	\$12.13	\$12.75	\$13.10	\$13.47

2007 – 2008 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$13.11	\$13.55	\$14.00	\$14.56	\$15.19	\$15.61	\$16.04
Secretary I	\$11.02	\$11.46	\$11.93	\$12.48	\$13.10	\$13.45	\$13.85

2008 – 2009 School Year

Classification	Starting	6 months	1 year	2 years	3 years	4 years	5 years
Secretary II	\$13.51	\$13.95	\$14.40	\$14.96	\$15.59	\$16.01	\$16.44
Secretary I	\$11.42	\$11.86	\$12.33	\$12.88	\$13.50	\$13.85	\$14.22

Any bargaining unit member currently employed by the district for less than four (4) years shall progress to the next step on the salary grid above based upon his/her anniversary date.