

MASTER AGREEMENT

between the

MADISON BOARD OF EDUCATION

and the

MADISON EDUCATIONAL SECRETARIES ASSOCIATION

1997-98

1998-99

Madison District Public Schools

AGREEMENT

This Agreement entered into this 23rd day of June 1997, by and between the Board of Education of Madison District Public Schools, County of Oakland, Michigan, herein called the "Board" and the Madison Educational Secretaries' Association, Madison Heights, Michigan, herein called the "Association".

ARTICLE I

Recognition

For purposes of collective bargaining and for the duration of this Agreement, the Board hereby recognized the Association as the sole and exclusive bargaining representative for all employees who belong to the Madison Secretarial Association.

The unit shall consist of all full time and regularly scheduled part-time clerks, typists, and secretaries, excluding the secretary to the Superintendent, secretary to the Board's Chief Negotiator, temporary or substitute employees, student help, and all others.

ARTICLE II

Holidays

Employees scheduled to work less than fifty-two (52) weeks per year shall not work, or receive pay, during the District's Christmas break, Easter break, or summer break, unless they are requested to work by the Superintendent, or his designee.

Paid holidays for fifty-two (52) week employees:

Labor Day	December 31
Thanksgiving Day	January 1
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	July 4

Paid holidays for less than fifty-two (52) week employees:

Labor Day	Christmas Day
Thanksgiving Day	January 1
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

Absences the day before, or after, a holiday are not reimbursable without submission of cause.

ARTICLE III

Leave Days

- A. Employees shall be granted sick leave at a rate of one half (1/2) a day per pay period for the first two (2) pay periods of each month that the employee works. Time granted shall be the same as that worked during the normal day. Sick leave accumulates to 180 days.
- B. Each employee shall be granted two (2) personal leave days per year: fifty-two (52) week employees, one (1) day in July and one (1) day in January; forty (40) to forty-six (46) week employees, one (1) day in September and one (1) day in February. New employees will be granted personal leave in proportion to time worked to the nearest half (1/2) day. Personal leave shall not be used the day preceding or following a paid holiday. Unused personal leave shall accumulate as sick leave. Sick leave days may be converted to personal leave days upon approval of the Superintendent or his/her designee.
- C. Employees using leave days shall report their absence to the Board Office receptionist and their immediate supervisor prior to the time that they would normally report to work. Failure to report said absences may result in the use of a leave day being denied and the employee being docked.
- D. Any employee having accumulated a minimum of forty (40) days in their sick leave bank, as of June 30th of the contract year, and having not used any leave days (sick or personal business) during said year, shall be rewarded with three (3) compensation days.
- Said compensation days must be used during the following contract year on days when the employee is normally scheduled to work, and must be approved in advance by their immediate supervisor.
- E. Each employee shall be granted up to three (3) days per year to attend the funeral of a member of their immediate family, nondeductible from their sick or personal day bank.
- F. Employees with a minimum of sixty (60) days in their sick leave bank, and having completed at least twenty-four (24) years of service to the District, may sell up to twelve (12) days per year of their sick bank back to the District at a rate of forty (40) dollars per day.

The request to sell said days must be made in writing to the Director of Human Resources by September 30th of the contract year.

ARTICLE IV

Vacations

Fifty-two (52) week employees shall receive the following vacation time based upon their length of employment with the District as of June 30 of each year:

Less than 1 year	- prorated
1 year	- 1 week
2 years thru 5 years	- 2 weeks
6 years thru 8 years	- 3 weeks
9 years thru 11 years	- 4 weeks
12 years or more	- 5 weeks

Less than fifty-two (52) week employees shall receive the following vacation time based upon their length of employment with the District as of June 30 of each year:

1 year	- 3 days
2 years thru 5 years	- 5 days
6 years thru 8 years	- 7 days
9 years thru 11 years	- 2 weeks
12 years or more	- 3 weeks

ARTICLE V

Retirement

- A. After fifteen (15) years of employment with the District, any member of the Association who terminates their employment and accepts retirement from the State Retirement Board shall be paid for one-half (1/2) their accumulated sick days times their daily rate of pay at the time of retirement.
- B. Members of the Association that qualify for, and take retirement benefits, and have at least fifteen (15) years of service with the District, shall receive \$2500 severance pay upon retirement.
- C. Any compensation due an employee, or their estate, from this Article, shall be payable during the month of January following the termination of employment.
- D. Any members of the Association that work four (4) hours per day, or less, shall only receive one-half (1/2) year credit for each full year worked toward eligibility for retirement benefits.

ARTICLE VI

Hours of Work

- A. The work week shall consist of seven (7) days, beginning immediately after 12:00 midnight on Saturday, and ending at 12:00 midnight the following Saturday.
- B. The maximum normal work week for all employees covered by this Agreement shall be deemed to be five (5) days of eight (8) hours of employment, per day, within the work week defined in Article VI, of Section A, above.
- C. Employees, with approval of their immediate supervisor, may elect to use up to thirty (30) minutes of the eight (8) hour work day as a paid uninterrupted lunch period. During this thirty (30) minute period, the employee must remain at the assigned work site and be available to his/her immediate supervisor in case of emergency.

Employees electing to leave the work site for their lunch period shall have up to one (1) hour, no portion of which is to be considered as part of their eight (8) hour work day.

- D. Employees working more than eight (8) hours during any one (1) day, Monday thru Friday, shall have their choice of the following forms of compensation:
 - 1. One and one-half (1 1/2) hours of compensatory time for each hour of employment exceeding eight (8) hours.
 - 2. One and one-half (1 1/2) times their normal rate of pay for each hour of employment exceeding eight (8) hours.

Employees working on Saturdays and Sundays shall have their choice of one or two above for all hours worked on said days.

Compensatory time may be accumulated.

All overtime hours worked must be with prior approval of their immediate supervisor.

- E. Employees called in at a time that they are not scheduled to work shall work and be paid for a minimum of two and one half (2 1/2) hours.

ARTICLE VII

Insurance

Members of the Association shall be eligible to receive the following benefits:

A. Hospitalization:

M-Care Point of Service Plan

B. Long-Term Disability:

66 2/3% of wages - 90 day waiting period.

C. Life Insurance:

Fifty-two (52) week employees, \$15,000 AD/D; less than fifty-two (52) week employees, \$12,000 AD/D.

D. Dental Insurance:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

E. Optical:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

General Insurance Provisions:

1. Failure of an insurance company to provide any of the benefits for which it was contracted, for any reason, shall not result in any liability to the Board.
2. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
3. The Board, by payment of the premium required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described.
4. New full-time employees' insurance shall become effective when they have completed their probationary period, and they have met the carrier's requirements.

5. There shall be no duplication of insurance. The employee must notify the personnel office of any personal insurance coverage or coverage on a spouse's or family's insurance plan. If the employee is covered by any other insurance, the Board's obligation under this provision shall be waived, and if any payments have been made by the Board, the employee shall reimburse the Board for said payments.
6. Any employee, who is eligible for health care benefits, and chooses not to participate in the health care program, shall receive seventy dollars \$70.00 per month additional compensation. If two or more employees, in this bargaining group, opt not to participate in the health care program, the amount of compensation shall be increased by ten dollars (\$10) per month for each additional employee who chooses not to participate.
7. Part-time secretaries (35 hours or less per week) will be provided premium payment in proportion to time worked.
8. Employees shall have the option to purchase, through payroll deduction, voluntary term life insurance and voluntary long-term care insurance.

ARTICLE VIII

Seniority/Lay-off/Recall

- A. As of July 1, 1993, seniority shall mean an employee's length of continuous service with the District within the bargaining unit, measured in calendar days from the first day the employee actually worked for the District on or after the employee's date of hire. Secretaries that have worked for the District prior to the July 1, 1993 date may count the time worked in the bargaining unit, even if it was not consecutive. If two or more employees have the same date of hire, the employee whose name appears earlier on the District's alphabetical listing of employees shall be deemed more senior.

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following:

- a. Discharge, retirement or resignation
- b. Failure to give notice of intent to return to work after recall
- c. Except for lay-off, time lapse of twelve (12) months, or for a period equal to the employee's seniority, whichever is less, since the last day of actual work for the District.
- d. Lay-off for a period of twenty-four (24) months.

Seniority shall not accrue to a probationary employee until completion of the ninety (90) calendar day probationary period. Nor, shall the Association represent a probationary employee in a predetermination hearing.

- B. The District shall determine the timing of lay-offs, and the number of employees to be laid-off. A uniform reduction in number of hours scheduled in a work week shall not constitute a lay-off.

If the District determines that one (1) or more employees shall be laid-off for more than five (5) consecutive work days, the District shall lay-off the most junior employee, providing that there are qualified employees not placed on lay-off to perform all job functions as determined by the District.

- C. An employee laid-off pursuant to this Article may bump the employee with the least seniority, in their same classification, or a lower classification, if they meet all qualifications for the position, and if they have more seniority than the employee bumped.
- D. If the District determines to fill a vacancy and there are employees laid-off, such employees shall be recalled in the reverse order of lay-off. Employees recalled must meet the qualifications for the position for which they are recalled.
- E. Employees wishing a voluntary transfer of assignments shall submit a letter to the office of the Superintendent or his/her designee, requesting said transfer. The letter shall state the location and position being sought, and shall be submitted by April 1, of the contract year. Said letter shall be kept on file for a period of one year.

Requests for voluntary transfers may be honored as vacancies occur.

ARTICLE XI

Training

With approval of the Superintendent, or his/her designee, employees may register for training classes, and upon successful completion, the District shall reimburse the employee for all fees.

Employees receiving reimbursement for said training shall sign a written agreement with the District not to voluntarily leave the District's employment for a period of one (1) year following such payment.

ARTICLE XII

Duration

This Agreement shall become effective July 1, 1997, and shall remain in full force until midnight June 30, 1999.

Board of Education

Madison Educational
Secretaries' Assn.

By _____ (Pres.)

_____ (Pres.)

By _____ (Sec.)

_____ (Sec.)

Date: _____

Date: _____

SCHEDULE A
SECRETARIES' SALARY SCHEDULE
1997-98

Steps	1	2	3	4	5	6	7	8	9
First Year (Base)									
Second Year									
Third Year									
Fourth Year									
Fifth Year									
Sixth Year									
11th-15th Year									
16th-20th Year									
21st Year									

Classification I
Clerk
General Typist
\$7.42 \$7.80 \$9.37 \$9.76 \$10.17 \$10.56 \$10.69 \$10.75 \$10.81

Classification II
General Secretaries
\$7.86 \$9.21 \$10.17 \$10.56 \$10.96 \$11.54 \$11.68 \$11.74 \$11.80

Classification III
Elementary Principal Secretaries
Middle School Principal Secretaries
High School Principal Secretaries
Assistant Principal Secretaries
Attendance Clerk
Counselor's Secretary (Secondary)
Special Services Secretary
\$9.01 \$10.49 \$11.49 \$11.89 \$12.28 \$13.12 \$13.24 \$13.30 \$13.36

Classification IV
Secretary to Director of Instruction
Secretary to Special Services Director
\$9.34 \$10.96 \$11.89 \$12.19 \$12.55 \$13.45 \$13.58 \$13.65 \$13.71

Classification V
Payroll Clerk
Data Processing Clerk
Accounts Payable Clerk
\$9.61 \$14.32
\$9.51 \$13.86
\$14.46 \$14.53 \$14.60
\$13.98 \$14.04 \$14.10

Any member of the Association that receives additional job duties/change in responsibilities, may submit, for evaluation, a request for reclassification to the Assistant Superintendent. Said request shall be made in writing, and shall include all rationale, and will be responded to in a timely manner.

APPENDIX B

1998-1999 SALARY SCHEDULE

For the 1998-99 school year total compensation for the unit (i.e. the cost of wages and fringe benefits including FICA and MPSERS costs) will be increased by adding 4.6% of the increase in state and local funding received by the District for said year to the total compensation paid to the membership in 1997-98. Should state and local revenue not increase for 1998-99 over 1997-98, the total compensation (as defined above) shall remain at the 1997-98 level, except for step increases which shall be paid.

EXAMPLE 1:

1997-98 funding as determined by the MDE is:

\$12,718,587

1998-99 funding as determined by the MDE is:

\$12,900,000

Difference is \$ 181,413

\$181,413 times .046 equals \$8345

\$8345 would be provided to pay any increased costs of paid benefits and salary increases for 1998-99.

EXAMPLE 2:

1997-98 funding as determined by the MDE is:

\$12,718,587

1998-99 funding as determined by the MDE is:

\$12,000,000

Due to a reduction in state and local revenue for 1998-99, the salary schedule and amounts paid for all benefits would remain at 1997-98 levels during 1998-99.

Step increases would be paid.

The parties shall meet the week of October 19, 1998, to determine the level of state and local funding for the 1998-99 school year, and to determine the appropriate allocation of said revenue. Any monies due employees retroactive to the beginning of the 1998-99 school year shall be paid by the first pay date in November, 1999.

