

6/30/2002

106

Contract

between

Marysville Public Schools

and

Marysville Association of
Educational Secretaries

for

1999-00

2000-01

2001-02

11 pages in all (including cover)

Marysville Association of Educational Secretaries

Contract
for

1999-02

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AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 1999, between MARYSVILLE PUBLIC SCHOOLS DISTRICT, hereinafter referred to as the "District", and MARYSVILLE ASSOCIATION OF EDUCATIONAL SECRETARIES, hereinafter referred to as the "Association".

The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE I

Recognition

A. The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as defined in Section II of Act 379, Michigan Public Acts of 1965, for all full-time and permanent part-time secretarial and clerical personnel, excluding Central Office secretaries and bookkeepers.

B. All full-time and part-time secretarial and clerical personnel shall be defined as any permanent employee regularly employed on a continuing basis.

C. The District agrees not to negotiate with any other representative of personnel described in B above, so long as the Association shall be certified as the exclusive bargaining agent for personnel covered by their unit.

Employee Rights

The private and personal life of any employee is not usually within the appropriate concern or attention of the Board.

ARTICLE II

Salary & Paid Holidays

A. The salary schedule which shall be effective for the duration of this Agreement is contained in Exhibit "A" hereto attached as a part of this Agreement.

B. Non-52-week employees (full-time and permanent part-time) shall be granted the following holidays without loss of pay: (1) Labor Day, (2) Thanksgiving Day, (3) the Friday after Thanksgiving, (4) Christmas Eve, (5) Christmas, (6) New Year's Eve, (7) New Year's Day, (8) Good Friday, (9) Memorial Day, (10) Easter Monday, if school is not in session.

C. 52-week employees shall be granted the following holidays without loss of pay. In years when Independence Day falls on Saturday or Sunday, it shall be celebrated on the Friday preceding or the Monday following as determined by the Superintendent of Schools. (1) Labor Day, (2) Thanksgiving Day, (3) Friday following Thanksgiving, (4) Christmas Eve, (5) Christmas, (6) New Year's Eve, (7) New Year's Day, (8) Good Friday, (9) Memorial Day, (10) Independence Day, (11) Easter Monday, if school is not in session.

D. The employee shall be eligible for holiday pay only if employee works the day prior to the holiday and the next scheduled work day after such holiday. An employee shall not forfeit her holiday pay if absent due to the following conditions:

1. An employee is absent from work due to a verified personal illness and on paid sick leave.
2. An employee is on vacation prior to or following such holiday.

ARTICLE III

Hours of Work

- A. The normal workday and normal workweek for full-time employees shall consist of up to eight (8) and forty (40) hours respectively as determined by the Superintendent of Schools, not including lunch time. The hours of the work day shall be determined by the Superintendent of Schools.
- B. An employee that works less than seven and one-half (7 1/2) hours per day regularly employed on a continuing basis will be considered a permanent part-time employee.
- C. The work years shall be as follows per classification:
1. Secretary to High School Principal and Secretary to the Director of Building and Grounds - Fifty-two (52) weeks per year.
 2. Secretary to High School Assistant Principal, Secretary -Bookkeeper, Secretary to Elementary Principal, Office Clerk, and Secretary to Director of Special Education - Ten (10) work days previous to the day teachers report and shall work the same days as teachers except that she shall also work five (5) additional days at the end of the school year unless otherwise notified.
 3. Secretary to Intermediate School Principal - Ten (10) work days previous to the day teachers report and shall work the same days as teachers except that she shall also work ten (10) additional work days at the end of the school year unless otherwise notified.
 4. Secretary to Athletic Director and Counselor's Secretary - Five (5) work days previous to the day teachers report and shall work the same days as teachers except that she shall also work five (5) additional work days at the end of the school year unless otherwise notified.
 5. Library clerks will report five (5) days previous to the day that students report and if needed to complete library work at the end of the school year will work an additional five (5) days at the end of the school year. If library work is completed at the end of the school year clerk may work in the office the additional five (5) days if asked to do so and the clerk volunteers such service.
- D. If school is called off because of inclement weather, etc., and the State requires the day be made up at a later date, the employee will not be required to report on the day school is closed. Less than 52-week employees will not be paid for that day, but will report and be paid for the rescheduled day. If the make-up day is on a scheduled work day or holiday, the employee will

be paid for that day and a paid work day will be scheduled at the end of the work year in June. 52-week employees will call their principal for direction on any day school is called off. In the event a 52-week employee does not report for such day, they shall have the option to apply their vacation days, if available, for such day, or may elect to take such day without pay.

If school is called off because of inclement weather, etc., and the day does not have to be made up (current law - 2 days), then the employee will not have to report, but will be paid for the day.

If a regular school day starting time for students is delayed due to inclement weather, secretaries are to report at regularly-scheduled time. However, if an employee is tardy due to weather conditions, such tardiness will not cause the employee to suffer loss of pay.

E. A list shall be compiled of all regularly-assigned employees who may be available for extra clerical work. It shall be the responsibility of each employee to notify the Superintendent's office if they wish their name to be included.

F. All employees shall be paid time and one-half of their base pay for all hours in excess of the normal work day.

G. Secretaries and clerks will be provided a fifteen (15) minute relief time during the work day. This relief time shall not be used at the beginning or end of the work day.

ARTICLE IV

Work Loads and Assignments

When a change of required work load takes place, an employee may request an evaluation of the added work load in relation to the employee's capabilities of handling the added assignment to determine the need of assistance and/or authorized overtime, however, the Superintendent of Schools or his designee's decision will be final.

ARTICLE V

Vacancies

- A. If additional positions (not existing at the present time) in the bargaining unit are to be proposed by the Board, the Association shall be informed in writing of the new position(s), including a job description, prior to the announcement and/or posting of said position. If a new position is being created, the District shall give written notice to the Association of the position and the classification the District intends to create and the pay rate for said classification. If the Association disagrees with the classification and/or pay rate proposed by the District, it shall notify the District in writing within ten (10) days of the date of the notice sent by the District. If the Association objects to the classification and/or pay rate in writing, said rate shall be negotiated by the Association and the District.
- B. All vacancy notifications shall include the job description, the qualifications, the wage range, the location and department assigned.
- C. New positions and job vacancies, full-time and permanent part-time, along with a job description, shall be sent to each association member. No vacancy shall be filled, except in one of an emergency on a temporary basis, until such vacancy has been posted for at least ten (10) working days. The posting period may be shortened if mutually agreed upon by the District and Association.
- D. Any employee may apply for such vacancy. In filling such vacancy the Board agrees to give due consideration to the employee's qualifications, skills, ability to perform the job and seniority. In the event the District offers testing to assess the skills and/or qualifications of applicants for a vacancy, the District agrees to ensure that the material on the test(s) relates to the qualifications and skills that are required and/or preferred for a vacant position. If proficiency on a specific computer program is a subject matter of such test, the District will specify in the job posting the type of the program. In all cases of filling vacancies, this does not prevent the Board from filling the position with a new employee not within the schools' clerical staff.
- E. If a secretary substitutes in a higher classification, she will receive the rate of pay assigned to that position if she remains in that position for over five (5) consecutive work days.

ARTICLE VI

Discharge, Lay Off, or Termination of Employment

A. In the event of reduction of staff, the following procedure will be followed:

1. Lay off will be according to seniority within the bargaining unit.
 - a. Probationary employees will be laid off first.
 - b. Following the layoff of probationary employees, the least senior employees will be laid off.
 - c. An employee whose position has been eliminated due to reduction in work force shall have the option to accept layoff or to assume a position, held by the least senior employee, regardless of classification, if they are qualified as determined by the Board. The employees qualifications shall be evaluated based on the skills necessary for the job as described in the job description. An employee who elects to bump shall notify the Superintendent of Schools within five (5) days, in writing.
2. Any employee who is going to be laid off shall be notified at least two weeks in advance in writing by the Board or its designate.

B. When laid off employees are recalled, they will be recalled in order of seniority, with the most senior being recalled first to any position for which they are qualified (qualifications to be determined as in section A.1.c. above). Notice of recall shall be sent to the employee's last known address by registered mail. It shall be the responsibility of the employee to keep the District informed of their address. If an employee fails to notify the District within five (5) days after receipt of recall notice of their intent to return to work, they shall be considered a voluntary "quit".

C. In the event an employee is suspended or discharged from employment and believes such action violates the contract, such suspension or discharge shall constitute a grievance and shall be handled in accordance with the grievance procedure.

D. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least two (2) weeks prior to the effective date of resignation.

ARTICLE VII

Protection of Employees

A. Any Secretary or Clerk who may require any disciplinary action must be first contacted by her immediate principal in private.

The building principal will advise said person prior to a principal-employee conference, if at that conference, disciplinary action will be taken.

Any such Secretary/Clerk shall have the right to have a representative of the Association present during the time that said employee is being disciplined.

If any further disciplinary actions are to take place, the principal may then refer the matter to the Superintendent of Schools in writing, in triplicate, and dated; one copy going to the Superintendent, one to be kept by the principal, and one given to said employee.

B. No Secretary/Clerk shall be disciplined within the view of, or hearing of, other persons except as in paragraph A above.

ARTICLE VIII

Transfers

Any employee who shall be transferred to a supervisory, executive, or excluded position and shall later return to a position covered by this Agreement shall be entitled to retain such rights as she may have had under this Agreement prior to such transfers, including seniority.

ARTICLE IX

Seniority

A. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) weeks of their employment. When an employee finishes the probationary period, she shall have been evaluated by her immediate principal or supervisor on Form "A" and either recommended for continued employment or released. Upon successful completion of the probationary period, her seniority will commence. There shall be no seniority among probationary employees. The District shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

Upon completion of the probationary period, and upon approval of the Board, the employee will be given one step increase on the salary schedule.

B. On occasion, the Board may employ non-classified personnel for part-time or full-time work. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only.

C. Seniority shall be based on the first day of permanent continuous employment (continuous meaning without unpaid leave, lay-off, termination, or voluntary resignation). An employee will not lose her seniority if she is on an approved leave of absence granted by the District. Seniority will accrue throughout the paid period of approved leave of absence. When two or more employees are hired on the same day, their order of seniority will be determined by a draw.

D. An employee will not lose her seniority if she is on leave of absence from her job to fill a temporary position at the request of the Superintendent or Board of Education.

E. Up to three years of credit may be granted on the salary schedule for previous comparable experience at the determination of the Superintendent of Schools. Each employee shall be placed on the proper schedule.

F. The Board shall provide the Association with up-to-date seniority lists, at least annually, and they shall keep the same on file in the personnel department. The Board agrees that only the names of the employees covered by this Agreement shall be placed on the seniority list. Any employee desiring to protest the correctness of her position on the seniority list shall file her protest in writing with the Personnel Department. For purposes of this Agreement, such lists shall be deemed to be correct for any period prior to the date of filing such protest.

ARTICLE X

Leave Days

A. All employees, full-time and permanent part-time, shall be allowed emergency leave days as follow:

1. Twelve (12) days for non-52 week employees;
2. Fourteen (14) days for 52-week employees;
3. Each employee shall be entitled to an accumulation for the unused portion of each year's leave which may be used at some subsequent time for the reasons mentioned in B 1,2,3, and 5 only. Two hundred thirty-four (234) days shall be the maximum accumulative leave time for each employee.

The above days shall accrue at the rate of 1.2 days per month worked. The accrual for the school year will normally be credited at the beginning of the school year. If the employee is paid for any credited leave days which have not accrued to their benefit and terminates employment with the District, they shall repay to the District all monies received for all such unaccrued sick leave. The District reserves the right to require a doctor's report on sick leaves longer than five (5) working days duration.

B. Leave days will be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness or quarantine.
2. Illness in the immediate family which requires the presence of the employee (5 days per occurrence).
3. Death in the immediate family with a limit of five (5) days per occurrence.
4. For purposes of paragraphs B, 2 and 3, immediate family will include: mother, father, son, daughter, stepchild, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, stepmother, stepfather, legal guardian, or any member living within the same household.
5. Not more than three (3) work days in any one-year may be used for business and family obligations that cannot be made outside the regular school day if requested in writing and approved by the Superintendent of Schools prior to taking leave. The reason for using these business days is not subject to prior review by the Superintendent of Schools. Business days may not be used on the day before or after a holiday or vacation, for gainful employment or for the purpose of personal pleasure, such as travel, shopping, hunting, skiing, or sporting events. A maximum of two (2) employees throughout the District and one (1) employee per building may use a business day on any given work day. The Superintendent, in his/her sole discretion, may waive a restriction on the use of a business day when emergency or unusual circumstances arise.

6. Childbirth - Leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

C. Absence which is not chargeable against the employee's allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service or subpoenaed as a witness. The Board is to make up the difference in pay.
2. Line-of-duty accidents that qualify for Workers Compensation benefits. The District shall make up the difference between the regular wages and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.
3. Employees absent due to mumps, measles, scarlet fever, chicken pox, or head lice shall not suffer loss of personal leave or salary.
4. The Superintendent may authorize additional days in cases of unusual hardship.

D. At the beginning of the school year, the Board shall contribute 40 days to a sick leave bank, to be administered by the Board. Said 40 days shall be nonaccumulative. Upon the Board's determination, it may allow a maximum of ten (10) days to an employee who has exhausted his personal sick leave, including accumulated sick leave, provided there are sufficient days available in the bank.

E. Unpaid Leaves of Absence for illness may be granted. After two years of service, an employee whose personal illness extends beyond the accumulation of her sick leave days shall be granted a medical leave without pay if recommended by her doctor in writing for a period of up to six (6) months. During this period, she may return to the same position. If her illness extends beyond this six (6) month period, she may be granted a leave of absence without pay for up to an additional twelve (12) months. During this twelve (12) month period, she will be allowed to return to the same position or a substantially equivalent position, if available. The District agrees to continue to provide health and life insurance benefits by payment of premiums for the duration of said leave. During the above periods, she will maintain her seniority but will not have any leave time credited for advancement on the salary schedule nor will she receive any other benefits. This position does not have to be posted during a leave of absence of up to six (6) months. The position can be filled from the outside until the secretary returns to work.

F. After one (1) or more years of continuous employment in the District, an employee shall be granted an extended leave for child care without pay and without benefits. However, during this period, she will have the option of paying the premiums on all insurance that she is

currently carrying, if permitted by the rules and regulations of the carriers. If the leave of absence is for a period of up to six (6) months, the secretary may return to her same position. An additional leave of absence without pay and without benefits may be granted for up to an additional twelve (12) months; during this period, the employee may return to the same position or a substantially equivalent position, if available. During the above child care leave periods, the employee will maintain her seniority but will not have any leave time credited for advancement on the salary schedule nor will she receive any other benefits. The position does not have to be posted during leaves of absence of up to six (6) months. The position may be filled from the outside until the secretary returns to work.

G. Family leave act sections of this article will conform to the Federal Family Medical Leave Act of 1993.

ARTICLE XI

Insurance Protection

A. The Board will pay the full cost, as limited below, of health insurance for each full-time employee under contract who makes proper application to participate, provided the employee is not already covered by comparable insurance coverage. The carrier shall be determined and selected by the Board. Coverage specifications shall be comparable to those specifications outlined in Exhibit B to this contract. The Board agrees to deduct from the employee's salary and remit to the carrier any premiums for any additional coverage over and above the Board provided coverage.

The obligation of the Board to pay health insurance shall not exceed 116% of the Board's base premium amounts, which shall be the full premium cost, as of July 1, 1999, for the above indicated single, 2-person and full-family coverage. Any excess in premium amounts shall be borne by the employee, by way of payroll deduction, up to a maximum of \$200.00 per employee per year.

B. The Board will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the Board. The amount of insurance shall be \$30,000.

Subject to agreement by the carrier, the policy will include the following privileges: (1) Employees who start work after the effective date of the policy will be covered effective the first day of the month following active employment; (2) Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; (3) Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

In the event of accidental death, the insurance will pay double the specified amount.

C. Employees qualifying for health insurance who are covered by another health insurance policy may elect to waive the Board provided health insurance, in accordance with the District's Cafeteria Plan, and receive a monthly cash election in the amount of \$211.00. Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

1. They are eligible to receive health insurance benefits; and
2. They file a Waiver of Health Insurance form within the timelines established by the Plan Administrator; and
3. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefits as stated above shall be payable in 12 monthly payments on the first pay of the month. Employees who work less than 52 weeks per year shall have their July and August payments included with the June payment.

To the extent permitted by law, the amount of cash payment received may be applied by the bargaining unit member to a Board approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

D. The Board will pay the premium for dental insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to Delta Dental Plan E, Classes I, II, and Orthodontic Rider O-4, including internal and external coordination of benefits.

E. The Board will pay the premium for optical insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to MESSA's Vision Care Plan VSP-II.

F. The coverages provided in A,B,C,D and E will be subject to the provisions of the group policy, and the rules and regulations of the carriers will govern as to the commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. To be eligible for insurance benefits, the employee must work a minimum of thirty (30) hours per week. The Board's sole and only responsibility shall be for the payments of its portion of premiums as set forth above.

G. Long Term Disability Insurance -- The District shall pay the actual premium cost to provide long term disability coverage for each regularly assigned secretary as follows:

1. For any disability as defined by the insurance carrier which exists for a period exceeding 180 calendar days.
2. To insure 60 per cent of covered salary to a maximum of \$2,250 per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age 65.

ARTICLE XII

Vacation

A. No service credit will be given for any year in which the employee was on a leave of absence for more than six (6) months or laid off for more than six (6) months.

B. Full-time 52-week non-academic employees are eligible for vacation benefits following June 30th of each year of continuous employment as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 year through 6 years	10 days
After 6 years through 13 years	15 days
After 13 years through 19 years	20 days
After 19 years	25 days

C. If an employee terminates under any conditions, she shall be entitled to vacation benefits on a pro-rata monthly basis for that part of the year worked following July 1.

D. 52-week employees shall be permitted to choose either a split or an entire vacation with the prior approval of the Superintendent of Schools.

E. Holidays as defined in the contract occurring during the vacation period shall not be charged against the vacation allowance.

ARTICLE XIII

Continuing Education

A. Upon application, the Board may pay all or a portion of the tuition, transportation and living expenses for up to two members of the Association to attend a continuing education or professional development conference. The Superintendent has the sole discretion to grant or deny any such application in part or in full. The decision of the Superintendent shall not be subject to the grievance procedure or any other challenge.

B. With prior approval of the Superintendent of Schools, the Board will reimburse each secretary the cost of tuition, fees and books up to a total maximum of \$250 in any fiscal year for course work, classes, or training which is related to or will augment or improve the employee's performance. This training includes, but is not limited to, course work taken at the college level, business or secretarial courses, computers or other high tech courses or training. To receive reimbursement, the secretary must submit proof of successful completion of the work and paid receipts to Central Office.

ARTICLE XIV

Grievance Procedure

A. Definitions

1. A grievance is a written complaint of an alleged violation of the expressed provisions of this Agreement by an employee in the bargaining unit, or by the Association in its own name.
2. The "aggrieved person" is the person or persons making the complaint.
3. The term "days" shall mean work days.

B. Purpose

The primary purpose of this procedure is to resolve a grievance at the lowest level possible. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the administration, not including the Board or Board members, or proceeding independently as described in Section F of these procedures.

C. Structure

1. There shall be one or more Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the P R & R Committee is the Aggriever, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent of Schools as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

Level One

a. Informal Step

An employee with a grievance shall discuss it with his/her designated supervisor or principal within ten (10) days of the alleged grievance; individually, together with his/her Association representative, or through his/her Association representative. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.

b. Formal Step

1. If the employee is not satisfied with the informal discussion, the individual shall place the grievance in writing and present it to the designated administrative representative within five (5) days following the informal conference.

2. The employee may meet again and discuss the matter, alone or together with an Association representative, and the administrative representative.

3. A written and signed disposition of the grievance shall be made within ten (10) days by the administrative representative.

2. Level Two

a. In the event the aggrieved person is not satisfied with the written disposition of his/her grievance at Level One, he/she shall, within ten (10) additional days, file the grievance with the Association.

b. After receipt of the written alleged grievance, the Association shall decide whether or not there is a legitimate grievance.

1. If the Association decides that no grievance exists, the Association shall so notify the claimant in writing within five (5) days after receipt of the written alleged grievance. The employee may continue to process his/her claim through Level 3 only, without the Association's support.

2. If the Association decides there is a legitimate grievance, the Association shall within ten (10) days after receipt of the written grievance, file the grievance in writing with the Superintendent.

c. Within ten (10) days after receipt of the grievance by the Superintendent, he shall render a decision in writing as to the solution of the grievance.

3. Level Three

- a. If the Association is not satisfied with the disposition of the grievance at Level Two the Association shall, within ten (10) days from the receipt of the decision by the Superintendent, refer the grievance in writing to the Board via the Superintendent.
- b. The Board shall meet with the Association President, the building representative or representatives concerned, and the parties to the grievance for the purpose of arriving at a decision to the grievance.
- c. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another employee or another person. Provided, however, that any employee may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further, when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at the adjustment of the grievance.

F. Miscellaneous

1. A grievance may be withdrawn at any level.
2. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of participation.
4. Forms for filing and processing grievances shall be designed by the Superintendent and the P R & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Grievances shall be filed and processed before or after regular work hours unless mutually agreed upon.
6. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not otherwise inconsistent with the terms of

this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

7. Failure of the aggrieved party to comply with the foregoing procedures resolves the grievance.
8. Matters covered by statutory remedies are not subject to the grievance procedure.

G. Back Pay Claims

The District will reimburse any employee for earnings lost through the employer's violation of this Agreement, provided the employee makes timely use of the grievance procedure. No claim shall exceed the amount of wages the employee would have earned at his/her regular rate minus what the employee actually did earn from employment with the District and employment elsewhere and/or payments received as unemployment compensation benefits.

ARTICLE XV

Severance Leave Compensation

A. A Severance Allowance of one-fourth (1/4) of regular daily wage earned during the year of retirement for all accumulated sick leave will be paid to the employee who retires and, provided, the employee meets the minimum requirements for retirement under the provisions of the Michigan Public School Employees Retirement System, and has worked a minimum of ten (10) years in the Marysville Public Schools District. The maximum payment under this Article shall be:

\$4,000 - 1999-00

\$4,100 - 2000-01

\$4,200 - 2001-02

B. An employee who dies while employed by the School District and meets the time requirements set in Paragraph A of Article XV will be eligible for the same benefits as an employee retiring. The severance pay in such cases will be paid to a beneficiary designated by the employee.

ARTICLE XVI

General Provisions

A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

B. The Board retains all the rights, power and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.

C. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed on, the District and the Association, except as provided by law.

D. This Agreement is subject to amendment, alteration or additions only by subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XVII

Evaluation

- A. All members of the Marysville Association of Educational Secretaries:
1. Evaluations shall be conducted by the employee's immediate supervisor.
 2. All formal evaluations shall be written evaluations and recorded on Form "A".
 3. The immediate supervisor will hold a verbal post-evaluation conference with the employee to review the evaluation.
 4. Forms signed by the supervisor and employee shall indicate only receipt of the evaluation, not necessarily agreement.
 5. An employee shall have the right to respond to his/her evaluation, in writing, and have it attached to his/her official evaluation to be placed in the personnel file.
 6. Probationary employees will be evaluated at least once during the probationary period, using Form "A".
 7. Permanent employees will be formally evaluated at least once every two (2) years.
 8. An improvement plan will be attached to Form "A" for those areas which indicated "needs improvement".

ARTICLE XVIII

Duration

A. This Agreement shall become effective July 1, 1999, and shall continue in full force and effect until midnight June 30, 2002, except that this contract may be opened by either party notifying the other in writing prior to April 1, 2002, for the purpose of commencing negotiations for a new agreement.

B. It is further agreed that in the event that a new agreement is not ratified prior to the expiration date of June 30, 2002, this contract shall remain in effect until such new agreement is ratified and the benefits in the new agreement shall be retroactive to July 1, 2002, with the exception of changes in insurance which will be effective as determined by the carriers' rules and regulations.

C. Any portion of the Agreement may be opened upon the written mutual agreement of the Union and the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly-authorized representatives this 16th day of September, 1999.

MARYSVILLE ASSOCIATION OF
EDUCATIONAL SECRETARIES

MARYSVILLE PUBLIC SCHOOLS DISTRICT

By *Suzanne Wiggins*
Secretarial Leadership Team

By *Joel Clayton*
President of Board

And *Carol E. Herbert*
Secretarial Leadership Team

And *Andrea Mays*
Secretary of Board

And *Kimberly Miller*
Secretarial Leadership Team

Susan M Orisco

EXHIBIT "A"

Marysville Association of Educational Secretaries

Classification Levels

- Level I: Secretary to Principals
Secretary-Bookkeeper, High School
- Level II: Secretary to Counselors
Secretary to Assistant Principal
- Level III: Secretary to Athletic Director
Secretary to Special Education Director
Secretary to Buildings and Grounds Manager
- Level IV: Office Clerk
Library Clerk
Permanent Part-time Employees (Hourly Rate)

Salary Schedule (Weekly) 1999-00

<u>Step</u>	<u>Level I</u>		<u>Level II</u>		<u>Level III</u>		<u>Level IV</u>	
Prob	337.13	8.99	335.63	8.95	333.75	8.90	330.00	8.80
1	374.63	9.99	373.13	9.95	371.25	9.90	368.25	9.82
2	402.38	10.73	401.25	10.70	399.75	10.66	394.13	10.51
3	427.13	11.39	425.25	11.34	423.00	11.28	417.75	11.14
4	447.75	11.94	445.88	11.89	444.00	11.84	439.50	11.72
5	470.63	12.55	468.75	12.50	466.88	12.45	463.50	12.36
6	496.50	13.24	494.63	13.19	492.38	13.13	488.25	13.02
7	502.13	13.39	499.50	13.32	496.50	13.24	492.75	13.14

Salary Schedule (Weekly) 2000-01

<u>Step</u>	<u>Level I</u>		<u>Level II</u>		<u>Level III</u>		<u>Level IV</u>	
Prob	345.38	9.21	343.88	9.17	342.00	9.12	338.25	9.02
1	384.00	10.24	382.50	10.20	380.63	10.15	377.25	10.06
2	412.50	11.00	411.38	10.97	409.88	10.93	403.88	10.77
3	437.63	11.67	435.75	11.62	433.50	11.56	428.25	11.42
4	459.00	12.24	457.13	12.19	455.25	12.14	450.38	12.01
5	482.25	12.86	480.38	12.81	478.50	12.76	475.13	12.67
6	508.88	13.57	507.00	13.52	504.75	13.46	500.63	13.35
7	514.50	13.72	511.88	13.65	508.88	13.57	505.13	13.47

Salary Schedule (Weekly) 2001-02

Step	Level I		Level II		Level III		Level IV	
Prob	354.38	9.45	352.88	9.41	351.00	9.36	346.88	9.25
1	394.13	10.51	392.63	10.47	390.38	10.41	387.00	10.32
2	423.38	11.29	422.23	11.26	420.38	11.21	414.38	11.05
3	448.88	11.97	447.00	11.92	444.75	11.86	439.50	11.72
4	471.00	12.56	469.13	12.51	466.88	12.45	462.00	12.32
5	494.63	13.19	492.75	13.14	490.88	13.09	487.50	13.00
6	522.00	13.92	520.13	13.87	517.88	13.81	513.38	13.69
7	528.00	14.08	525.00	14.00	522.00	13.92	518.25	13.82

A. All steps shall be one-year periods, except that the 12-week Probationary Step and Step "1" combined total a one-year period.

B. Upon completion of the initial 12-week probationary period, and upon approval by the Board, the employee shall be placed on Step "1", unless given credit for previous comparable experience (Article IX, Section E). Employees, other than probationary, shall be given a one-step increase on the first day worked after July 1 of each year provided their Seniority Date is between July 1st and October 31st. Employees whose Seniority Date falls between November 1st and June 30th shall be placed on the next ensuing step on each anniversary of their Seniority Date.

Exhibit B
Health Insurance Coverage Specifications

<u>Benefits:</u>	<u>Coverage:</u>
Lifetime Maximum	\$1,000,000
Inpatient Hospital Care	100% of first 365 days per confinement; all days reinstated following 60 consecutive days out of hospital. (Master medical coverage begins as soon as your basic hospital days are used.)
Emergency Room	Covered in full for accidental injuries and medical emergencies threatening life or bodily function.
Mental Health care:	
Inpatient Psychiatric	75% coverage - \$15,000 maximum per calendar year - \$30,000 lifetime maximum
Outpatient Psychiatric	\$2,000 per year, \$5,000 two or more years
Surgery	100% for participating providers, BCBSM allowance for non-participating*
Anesthesia	100% for participating providers, BCBSM allowance for non-participating*
Physical Therapy	
Outpatient Hospital	100%, 60 consecutive days, per condition (additional visits covered under master medical)
Out-of-Hospital	Not Covered
Selected Human Organ Transplants	Covered, \$1,000,000 maximum
Miscellaneous/Master Medical	\$50/\$100 deductible then 90% of reasonable and customary.*
Diagnostic & Therapeutic Services	100% for participating providers, BCBSM allowance for non-participating providers.*
Routine Cancer	Covered
Prescription Drugs	\$5.00 PRX copay - no oral contraceptives allowed
Hospice Care	Care for terminally ill patients in an approved hospice care facility; or in the home; maximum benefit of \$6,884 and a \$650 maximum benefit for external physician care
Home Health Care	Covered-approved home health care agency
Young Adults Over 19	No extra charge to age 25
Weight Reduction	Not covered

*Non-participating physicians may bill you for an amount greater than BCBSM approved amount for participating physicians.

MARYSVILLE PUBLIC SCHOOLS
 NONCERTIFIED PERSONNEL EVALUATION REPORT

FORM "A"

NAME _____ SCHOOL _____

POSITION _____ DATE _____

VERBAL POST CONFERENCE DATE _____

I. PROFESSIONAL ATTRIBUTES:

	<u>SATISFACTORY</u>	<u>NEEDS IMPROVEMENT</u>
A. Maintains professional attitude with- in office.	_____	_____
B. Approachable, friendly and sincere with students, teachers and parents	_____	_____
C. Shows flexibility when working with others.	_____	_____
D. Accepts responsibility for routine secretarial tasks. (i.e., telephone, attendance, record keeping)	_____	_____
E. Helps maintain positive climate of the school.	_____	_____
F. Deals with in-school problems constructively.	_____	_____
G. Follows established building/district routines and procedures.	_____	_____
H. Interpersonal relationships with staff are positive and cooperative in nature.	_____	_____
I. Works towards improving his/her professional skills.	_____	_____
J. Is well groomed and suitably dressed.	_____	_____
K. Relationships with parents are positive and cooperative in nature.	_____	_____
L. Relationships with teachers are positive and cooperative in nature.	_____	_____

II. OFFICE ATMOSPHERE:

A. Office reflects a warm and receptive atmosphere.	_____	_____
B. Office is well organized and attractive.	_____	_____
C. Bulletin boards and display areas are current and informative.	_____	_____
D. Secretary/pupil relationship is one of mutual respect.	_____	_____

II. OFFICE ATMOSPHERE cont'd.

SATISFACTORY

NEEDS IMPROVEMENT

E. Secretary/teacher relationship is one of mutual respect.

F. Office routine(s) are established and evident.

III. SECRETARIAL TECHNIQUES:

A. Has a sound and expanding knowledge of office procedures.

B. Adapts to needs of students, teachers and administration.

C. Invites and responds to administrator's feedback.

D. Paperwork is handled in a timely manner.

E. Uses telephone appropriately.

F. Paperwork reflects administrators directions.

G. Makes effective use of time.

H. Uses good oral and written language in all communications.

I. Record keeping allows for accurate and consistent material retrieval.

J. Prepares in advance for substitute secretary with sound written directions.

COMMENTS:

STATUS:

Probationary _____ Permanent _____

Additional evaluation needed next year? _____

Termination Status _____

Secretary's Signature

Date

Administrator's Signature

Date