

THE ROSEVILLE COMMUNITY SCHOOLS

AGREEMENT
2013-2017

CONFIDENTIAL SECRETARIES



BOARD OF EDUCATION

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TRUSTEE**

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AGREEMENT
BETWEEN THE BOARD OF EDUCATION
AND THE
CONFIDENTIAL SECRETARIES

This document outlines the general terms and conditions of employment for individuals serving as Confidential Secretaries to the Superintendent, Deputy Superintendent and Assistant Superintendent of the Roseville Community Schools, Macomb County, Roseville, Michigan.

ARTICLE I
HOURS, OVERTIME AND WAGE CLAIMS

A. Hours

1. The normal workday shall be seven and one-half (7 1/2) hours per day with one (1) hour unpaid lunch period.
2. The normal workweek shall be five (5) days, Monday through Friday.

B. Summer Hours

Summer hours will be the same as Local 214, Administrative Clerical Union. On Records or In-service days when school staff are in the building, employees will maintain regular work hours and will be granted ½ hour of compensatory time to be utilized at a later date and scheduled with the agreement of the supervisor.

C. Overtime

1. Overtime will be paid at the rate of time and one-half for all hours in excess of thirty-seven and one-half (37 1/2) hours per week or thirty-five (35) hours worked during the summer schedule.
Overtime will be paid at the rate of time and one-half (1 1/2) for all hours in excess of seven and one-half (7 1/2) hours per day or seven (7) hours worked during the summer schedule.
2. Time and one-half will be paid for all hours worked on Saturday. Double time rate will be paid for holidays and Sunday work unless otherwise noted herein.

ARTICLE II
PAID LEAVE

A. Sick Leave

1. Employees will be granted one (1) day per month. Such earned time will be credited to each employee's individual bank at the beginning of each month; but an employee shall not earn sick leave following any month in which the employee did not receive pay for more than one-half the scheduled working days in that month.
2. An employee absent from duty as a result of personal illness or accident may use sick days up to the full accumulation of the individual bank.

Article II – Paid Leave (continued)

3. An employee may use days from her/his individual bank for absence due to illness or injury in the immediate family as defined in Article II, C - Funeral Leave. Such absence shall be limited to the amount essential to provide initial care and to make arrangements for continued care if such is required.
4. An employee absent for eight (8) consecutive working days or more, or absent due to a serious or contagious illness, shall provide a physician's statement certifying recovery and the employee's ability to return to full employment before returning to work.

B. Personal Leave Days

1. During each year, four (4) days of the annual sick leave allowance may be used for personal business.
2. Personal leave days may be used on the day before or after a holiday or in conjunction with vacation time with the prior approval of the immediate supervisor and the personnel office.

C. Funeral Leave

1. An employee shall be allowed up to five (5) working days as funeral leave in the event of death in the immediate family of the employee. The immediate family shall be defined as spouse, father, mother, grandfather, grandmother, grandchildren, brother, sister, son or daughter and the corresponding in-laws of the employee.
2. Additional funeral leave would need approval of your immediate supervisor.
3. Funeral days used in accordance with the above shall not be charged against an employee's individual sick leave bank, or as personal leave. Funeral days shall not accumulate.

D. Injury on the Job

An employee who is absent due to injury or disease compensable under Michigan Workers' Compensation Act shall receive from the District the difference between the allowance provided under the Act and the regular net pay for the duration of the compensable absence with no subtraction of sick leave days for the number of days in the employees sick bank up to a maximum period of one (1) year.

E. Jury Duty and Court Subpoena

The provisions for jury duty and court subpoena will be the same as those for members of Local 214 Administrative Clerical.

F. Sick Day Incentive

Employees who work 65 consecutive days without a deduction from the sick bank or an unpaid day are eligible for one additional day of vacation time or a stipend of \$150. In addition an employee with perfect attendance (no deductions from sick bank and no unpaid absence from July 1 through June 30) will earn an additional vacation day at the end of the school year.

ARTICLE III UNPAID LEAVE

A. Sick Leave

1. An employee whose personal illness or injury extends beyond the period compensated for in Article II hereof shall be granted a formal leave of absence, without pay, for such time as is necessary for complete recovery from such illness or injury. Said absence from duty shall not exceed one (1) year. It is understood that the employee may renew his/her request for leave if additional time is needed. It is further understood that the leave may be initiated by the Board of Education.
2. No seniority shall continue to accrue during leave of absence due to illness or injury. Should the employee return to duty within one (1) year, he/she shall be assigned to the same position which he/she held prior to the leave if such position still exists.
3. Employees on leave of absence may be eligible for self-paid group health insurance coverage under the provision of the Consolidated Omnibus Budget Reconciliation Act of 1986. (COBRA)
Hospitalization and life insurance coverage shall be maintained for an employee on leave of absence due to illness for a period not to exceed one (1) year. Life insurance coverage may be extended for up to one (1) additional year at the expense of the employee provided a leave extension is granted.

B. Personal Leave

Leaves requested for reasons other than disability and sick leave shall be known as personal leave, and may be renewed every six (6) months not to exceed two (2) years. This leave shall be without pay and without accumulation of seniority. Formal approval must be obtained as much in advance as possible for this leave. The employee shall have the right to return to work if and when an opening does occur in the bargaining unit. Refusal to return when recalled shall be considered as abandoning the position and the employee shall lose all seniority and be terminated from employment.

C. Short Term Leave

1. Short term consent leaves, without pay, but with continuing fringe benefits and continuing seniority accrual, may be granted at the option of the Employer for periods of not less than five (5) or more than thirty (30) working days. When granted, specific leave dates shall be established. Employees granted such leave shall be required to report for duty upon the termination of the leave.
2. The Employer reserves the right to deny approval of such short term consent leaves within a classification if it will adversely affect the normal operations of the building.
3. Employees returning from short term consent leaves shall return to the same position they held prior to the leave.

ARTICLE IV

VACATION

- A. Vacation schedules must be approved in advance by the immediate supervisor and the Personnel Office.
- B. Vacation time shall be earned based on accumulated seniority and shall be credited for the employee's usage on July 1 of each school year.
- C. Vacation will be earned between July 1 and June 30 and will be credited to the employee's bank on the July 1 immediately following the period in which it was earned, according to the following schedule:
 - After one (1) year of accumulated seniority - Two (2) weeks plus two (2) days
 - After five (5) years of accumulated seniority - Three (3) weeks plus two (2) days
 - After ten (10) years of accumulated seniority - Four (4) weeks
 - After fifteen (15) years of accumulated seniority - Five WeeksEmployees with less than twelve months of service shall earn a prorated vacation to be credited the following July 1.
- D. When a scheduled holiday falls during an employee's vacation, his/her vacation shall be extended to compensate for such holiday.
- E. Upon death, retirement, resignation or layoff, earned vacation pay accrued shall be paid to the employee or to the estate of the employee.
- F. Employees shall receive their current rate of pay based on straight time regular earnings for a vacation period.
- G. Upon written request to the Deputy Superintendent, employees may carry over up to and including ten (10) unused vacation days into the following year and convert up to 3 days to a per diem payout at the end of each school year.

ARTICLE V

HOLIDAYS

- A. All employees in the unit shall be entitled to the following holidays with pay provided they would normally be scheduled to work on the day stated:

Independence Day (July 4)	Day before New Years
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Easter Monday
Day before Christmas	Memorial Day
Christmas Day	

Good Friday and Easter Monday may be reassigned based on the scheduling of spring break in the schools.
- B. Should any of the above listed holidays fall on a Saturday, Friday, the day preceding shall be the recognized holiday. Should any of the above holidays fall on a Sunday, Monday, the day following shall be the recognized holiday.
- C. Should schools be open on one or more of the holidays listed above, employees shall work at regular pay rates and shall be allowed compensatory time off at another date.
- D. An employee must work on the last day preceding a holiday and the first work day after a holiday unless on an approved leave for personal reasons or on a valid sick leave absence in order to receive pay for the holiday.

ARTICLE VI
INSURANCE BENEFITS

A. Life Insurance

The District shall provide life insurance of \$40,000 through a group plan for all employees who are regularly employed thirty (30) hours or more per week.

At time of retirement the District will provide a term life insurance policy in the amount of \$15,000 until death.

B. Health/Medical

Effective August 1, 2010, the Board will offer full family coverage for medical, surgical and hospitalization insurance with benefits comparable to or better than the Blue Cross Community Blue Option 3 in place at that time.

Effective October 1, 2011 bargaining unit members receiving medical/hospitalization benefits will be responsible for a monthly contribution equivalent to 20% of the current illustrative rate for their level of coverage.

Members who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for the \$1,000 annual stipend. The other spouse will not be eligible for any stipend or added benefit listed below.

C. Long Term Disability

The Board shall provide a long-term group disability policy for each member. The terms of the policy shall provide that eligibility shall begin after ninety (90) calendar days of disability.

Individual sick bank accumulations will be frozen from the 91st day of disability until the member returns, or retires. Members who retire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave.

All terms and conditions of the policy shall prevail, subject to the rules and regulations of the carrier.

D. Dental Care Program

The District shall provide dental insurance for full-time employees and their families at the same level as the non-union central office administrators.

E. Optical Insurance

The District shall provide optical coverage at the same level as the non-union central office administrators.

Article VI – Insurance Benefits (continued)

F. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) may provide self-paid group health benefit coverage for specified amounts of time to the following:

- Surviving dependents of deceased employee
- Spouses of employees after divorce or separation
- Medicare ineligible spouses and dependents of current employees
- Children who no longer meet the group's eligibility requirements.
- Employees who no longer meet the group's eligibility requirements due to termination (for other than gross misconduct), reduction in hours or layoff.

G. Cafeteria Benefits

The District will provide the Cafeteria Plan it offers the teachers. It will be effective October 1, 1994.

ARTICLE VII LONGEVITY

- A. Longevity shall be paid to all employees in the unit based on years of service within the Roseville Community Schools. Payments shall be made according to the following schedule:

At the beginning of the 6th, 7th, 8th & 9th years of service:	\$1,200
At the beginning of the 10th, 11th, 12th, 13th & 14th years of service:	\$1,400
At the beginning of the 15th, 16th, 17th, 18th & 19th years of service:	\$1,700
At the beginning of the 20th year of service and thereafter:	\$2,000

- B. Longevity payments shall be made on the first payday following the employee's anniversary date of hire through November 30, 1997. As of December 1, 1997 longevity checks will be issued the first pay in December.
- C. Upon layoff, retirement or death, prorated payment shall be made with the final check.

ARTICLE VIII
RETIREMENT

- A. An employee may retire in accordance with conditions set forth in the Michigan Public School Employees Retirement Act.
- B. Upon submission of proof of retirement through the provisions of the Michigan Public School Employees Retirement Act, an employee shall receive a severance payment in the amount of 50% of the first 70 accumulated sick leave days in their individual bank plus 25% of any additional sick leave accumulation ranging from 71 - 210 days. Based on this formula, maximum severance shall not exceed payment for 70 days.
In the event of the death of an employee, the above described severance payment shall be paid to the estate of the employee or his/her named beneficiary at the same rate and under the same conditions as would accrue upon retirement.
- C. Individuals actively employed for the September 2011/2012 school year will receive 5 days pay at retirement.
Individuals actively employed for the 2013/2014 school year will receive an additional 5 days pay at retirement.

ARTICLE IX
EMERGENCY MANAGER

The following language is inserted pursuant to Act No. 9 of the Public Acts of 2011, and is not the result of mutual agreement on the provision by the parties: This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA4. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. In addition, the Union reserves the right to assert, where appropriate, that this clause is not enforceable.

ARTICLE X
MISCELLANEOUS

- A. An employee shall be provided a copy of any evaluation report or disciplinary report that is to become a part of the employee's permanent personnel file.
- B. Mileage Payments: Employees required to use their own automobile on official school business shall be reimbursed at a rate equivalent to that adopted by the School District Board upon submission of proper forms approved by their immediate supervisor.
- C. When schools are closed due to inclement weather, all employees are required to work their regular shifts or use vacation or personal leave.
When schools are closed due to inclement weather and teachers are not required to make up the lost day(s), employees required to work that day will be permitted compensatory time off at a time mutually agreed between the employee and the immediate supervisor. Employees not required to work need not report to work and will not be pay deducted or have a day deducted from their leave bank.

Article X Miscellaneous (continued)

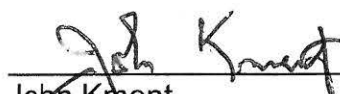
- D. The employer will reimburse an employee for tuition and books upon successful completion of an appropriate course approved by the employer; the approval must be granted prior to the course being taken and proof of payment must be provided to the Business Office. An employee who terminates employment within 12 months of completion of a course shall reimburse the employer for the aforementioned costs.
- E. The Board supports the concept of flexible working hours and will consider requests from individual employees. Such requests may not interfere with the efficient operation of the department involved. All flexible schedules in one office must provide for coverage of that office for the normal business hours, as established by the Board of Education which are currently 8:00 a.m. to 4:30 p.m. with summer hours, 8:00 a.m. to 4:00 p.m. No schedule may start earlier than one half hour prior to the established starting time. Any such arrangements may be discontinued by the unilateral decision of the employee or Board.
- F. Employees may be required to take a physical examination to determine their ability to perform their duties.
- G. Payments for unused sick, vacation, etc. will be paid on the 2012/13 salary schedule, or the then prevailing daily rate, whichever is greater.

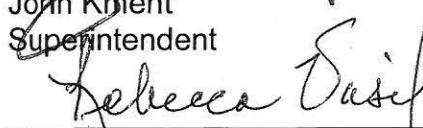
ARTICLE XI DURATION OF AGREEMENT

The terms of this agreement shall continue in full force and effect from the date approved by the Board of Education through June 30, 2017.

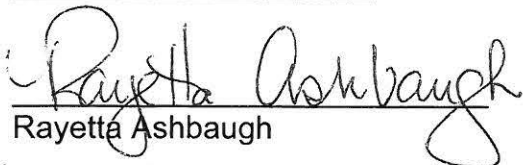
Either party may request a re-opener throughout that period for the purpose of discussions and/or negotiations regarding wages, benefits or other matters at issue.

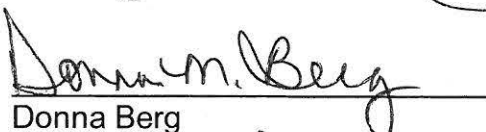
Roseville Community Schools


John Kment
Superintendent

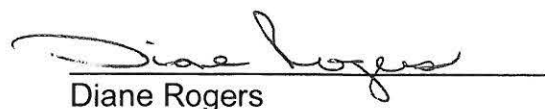

Rebecca Vasil
Deputy Superintendent

Confidential Secretaries


Rayetta Ashbaugh


Donna Berg


Ivana Pitruzzello


Diane Rogers

SALARY SCHEDULE

SECRETARY TO THE SUPERINTENDENT

	<u>12/13</u>	<u>13/14</u>	<u>14/15</u>
Step 1	24.91	24.91	23.64
Step 2	25.84	25.84	24.52
Step 3	26.75	26.75	25.38
Step 4	27.58	27.58	26.17
Step 5	28.39	28.39	26.93

SECRETARY TO THE BOARD OF EDUCATION

\$70/week

SECRETARY TO THE DEPUTY AND ASSISTANT SUPERINTENDENT

	<u>12/13</u>	<u>13/14</u>	<u>14/15</u>
Step 1	22.54	22.54	21.30
Step 2	23.45	23.45	22.16
Step 3	24.39	24.39	23.05
Step 4	25.30	25.30	23.91
Step 5	25.97	25.97	24.55

Premium pay: Associate's Degree - .50 cents per hour additional
Bachelor's Degree – 1.00 per hour additional

* Salaries paid in 2013/2015 will be reduced, as outlined in the 5/1/14 Tentative Agreement. For the 2015/2016 contract year, any wage re-opener will be based on the 2013/2015 schedule, as printed prior to the imposition of the 2013/2015 reductions.

2012/2013 salary

Salary freeze

Longevity waived

One time off-schedule payment of \$400

2013-14 salary -

5 non-work / non-pay days

Longevity waived

2014-15 salary –

5.5% reduction

4 non-work / non-pay days

6 additional non-work days, with no further reduction in salary

Longevity waived