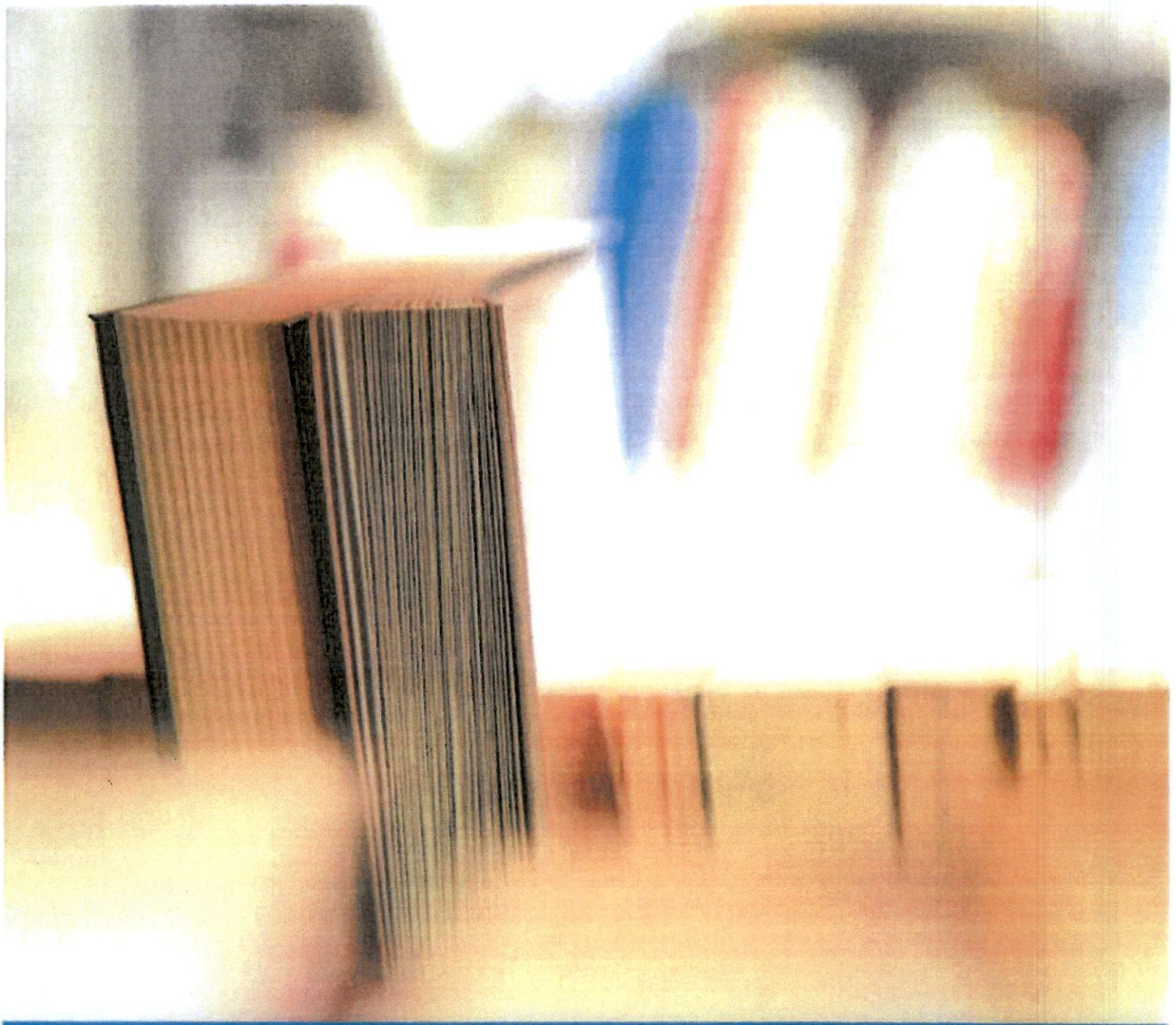


EDUCATIONAL SECRETARIAL ASSOCIATION CONTRACT

MASTER AGREEMENT 2022-2025

MONTROSE COMMUNITY SCHOOLS
300 NANITA DRIVE * P.O. BOX 3129
MONTROSE, MI 48457
www.montroseschools.org

Montrose Community Schools

School Board Action Item

ITEM:
Consider Approval Educational Secretaries Contract 2022-2025

BACKGROUND:
The District and the Educational Secretaries have successfully negotiated a new contract through 2025.

RECOMMENDATION:
The Montrose Schools Board of Education approves the 2022-2025 contract with the Educational Secretaries as presented.

ARTICLE IX
HOLIDAYS AND VACATIONS

A. Secretaries shall be paid for the holidays listed below:

Secretaries 1 & 2
Friday preceding Labor Day (if school is not in session)
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Washington's Birthday/President's Day (Friday preceding if school is not in session)
Good Friday
Memorial Day

ARTICLE X
NEGOTIATION PROCEDURES

A. It is contemplated that matters concerning wages, hours, terms and conditions of employment not specifically covered by this agreement, but of common concern to the parties shall be subject to professional negotiation between them from time to time during the period of this agreement if mutually agreed upon. The parties shall undertake to cooperate in arranging meeting, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Not later than April 15, prior to the expiration of the current contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment for secretaries employed by the Board.

C. If parties fail to reach an agreement in our negotiations, either party may invoke the mediation machinery of the State of Michigan Mediation Board or take any other lawful measure it may deem appropriate.

ARTICLE XI
GRIEVANCE PROCEDURES

A. Same as teachers – no binding arbitration.

ARTICLE XII
PERFORMANCE REVIEW

A. Performance evaluations will be conducted annually by the secretary's administrator. The overall evaluation will be based on the secretary's total activities. The secretary will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

G. Following the review of medical plan options, should the members of the Association choose a plan that has a higher annual cost than the lowest cost plan that offers a comparable level of coverage, the Association members will pay the amount in excess of the lowest cost plan.

H. Any contribution paid by the employee shall be paid through pre-tax contribution to the premium payment under the means of compensation reduction agreements (Section 125 Plan).

I. Coverage shall be for a full twelve (12) month period (September 1 – August 31).

Secretary 1's will have the option to receive the following insurance plans through the District

Plan A (MESSA Choices II) – For Secretary 1's needing health insurance

Medical Insurance	
Vision Insurance	VSP Gold
Dental Insurance	Delta Dental 80/80/80 $2,000 Annual Max
Life Insurance	$45,000 AD & D
Dependent Life Insurance	$7,500 ($5,000 spouse, $2,500 children)
Long Term Disability	66 2/3% of Salary – 90 calendar day modified fill - $4,000 max

Plan B – For employees not needing major medical

In Lieu of Medical Insurance	Five Hundred ($500) dollars per month cash.
Vision Insurance	VSP Gold
Dental Insurance	Delta Dental 80/80/80 $2,000 Max
Life Insurance	$45,000 AD & D
Dependent Life Insurance	$7,500 ($5,000 spouse, $2,500 children)
Long Term Disability	66 2/3% of Salary – 90 calendar day modified fill - $4,000 max

Secretary 2's will have the option to receive the following insurance Plans through GECs

Plan A (Blue Care Network) – For Secretary 2's needing Insurance

Medical Insurance	
Vision Insurance	National Vision Administrators
Dental Insurance	Guardian 100/80/50 $1,000 Annual Max (Dependents 20/26)
Retirement Account	Ascensus

Plan B (Blue Cross Blue Shield Network) – For Secretary 2's needing Insurance

Medical Insurance	
Vision Insurance	National Vision Administrators
Dental Insurance	Guardian 100/80/50 $1,000 Annual Max (Dependents 20/26)
Retirement Account	Ascensus

Plan C – For Secretary 2's not needing major medical

In Lieu of Medical Insurance	Five Hundred ($500) dollars per month cash.
Vision Insurance	National Vision Administrators
Dental Insurance	Guardian 100/80/50 $1,000 Annual Max (Dependents 20/26)
Retirement Account	Ascensus

advance of the date on which the leave is to begin. Such leave may be up to six (6) months. The secretary shall be returned to the same position she held when the leave began.

D. Twelve weeks unpaid leave shall be available to each secretary for the care of family members as required by the family medical leave act. Available paid leave (sick and personal time) may be used first and apply toward the twelve week period.

E. Education leave up to a year at a time with the approval of the Superintendent.

ARTICLE VII
LAYOFFS

Layoffs shall be in reverse order of seniority provided the senior employee has the ability to do the work required. Employees who have been affected by layoff, or whose positions have been eliminated, shall have the right to relocate to the lowest seniority position. They will have the option of accepting the layoff. When a secretary has been laid off he/she will be recalled to the same or any newly classified position. This will be done in reverse order of layoff provided the employee has the ability to perform the required work.

An employee on layoff will retain seniority up to a maximum of two (2) years. Any Association member who is on layoff for a period of time that exceeds one year more than the total years worked in the Association will lose all seniority and recall rights.

ARTICLE VIII
INSURANCE

A. The Board will secure and maintain in force and effect, without cost to the secretary, a policy of public liability insurance, covering all secretaries in the performance of their duties under which each secretary will be afforded such coverage in the amount of $1,000,000 for any one incident.

B. Whenever any claim is made or any civil action is commenced against any secretary for injuries to persons or property, and while acting within the scope of her authority, the Board will furnish the services of the school attorney to advise the secretary as to the claim and to appear for and represent the secretary in the action, and the Board may comprise, settle and pay such claim before and after the commencement of any civil action.

C. The Board shall provide major medical, dental and vision insurance to all secretaries and their eligible dependents. The secretaries not selecting major medical or its equivalent can select Plan B.

D. The Board will annually select the method of employer contribution towards the cost of the employee medical benefit plan according to the hard cap (as determined each year by the State Treasurer) or in an amount not in excess of 80% of the plan's cost.

E. Each year the Board in cooperation with the Association will review medical benefit plans and will seek bids from various vendors for medical benefit plans that offer coverage levels comparable to those provided by MESSA Choices II or MESSA ABC plan at least once every three years.

F. Upon mutual agreement, the coverage levels sought and considered can be adjusted to levels different from those provided by MESSA Choices II or MESSA ABC plan.

ARTICLE V
LEAVE PAY

A. All secretaries absent from duty on account of personal illness, or any other approved reason, shall be allowed full pay as follows:

One (1) sick day per month worked. Except at the beginning or termination month of employment, at which time one-half (1/2) day shall be allowed if the secretary works eight (8) days during the beginning of the termination month; and one (1) day shall be allowed if he/she works fifteen (15) days during the beginning of the termination month.

B. Any secretary, who is absent because of any injury or disease compensable under the Michigan Worker's Compensation Law, shall not be charged with a subtraction from sick leave. The Insurance Company will pay the secretary for loss of time according to their schedule.

C. Any Secretary leaving the Montrose Community School System with ten (10) or more years of service in Montrose shall receive, as a severance benefit, payment of minimum wage for each unused sick hour. In the event of said employee's death, his/her beneficiary as indicated on the secretary's term life insurance policy shall receive his/her accrued sick leave benefit. This does not limit the number of hours that can be accumulated for sick use.

D. Each secretary shall have three (3) personal business days in addition to his/her sick leave. Unused business days may accumulate as sick leave. Personal business days may be used for any reason the secretary feels warrants their use.

ARTICLE VI
LEAVE OF ABSENCE

A. Any secretary whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as it is necessary for completed recovery from such illness; the period of time not to exceed one (1) calendar year. Upon the secretary's return from said leave, the secretary shall be assigned to the same position, if available, or a substantially equivalent position. He/she shall remain in the same position on the salary scale as when leave began.

B. Leave of absence with pay chargeable against the secretary's allowance:
   1. A maximum of five (5) days per school year to care for illness or injury in the immediate family.
   2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care. The administration may request the employee to present documentation.
   3. Time necessary for special medical and dental appointments when such appointments cannot be made at other times.
   4. A maximum of five (5) days per school year for a death in the immediate family.
   5. Any other emergency is to be approved by the Superintendent.
   6. Immediate family is defined as spouse, children, grandchildren, parent or equivalent, mothers-in-laws, fathers-in-law, brother, brothers-in-law, sister, sisters-in-law, grandparents of either spouse or any family member residing in the household. (i.e.: step-children)
   7. An employee may take one day per year to attend or participate in a funeral.

C. The Board may grant a leave of absence for maternity or childcare without pay or fringe benefits (such benefits may be purchased by the secretary). Such leave must be requested in writing at least 30 days in

I. Any secretary that has an Associate's Degree or higher in their field of work will receive a 2% pay increase in addition to the steps. The superintendent shall determine if the degree fits the area of their work.

ARTICLE IV
HOURS OF WORK

A. A normal workday shall be 7 to 8 hours, and a normal workweek shall be 35 to 40 hours.

B. In the event that it is necessary for a secretary to work past 40 hours per week and upon the request of her supervisor, she shall be paid overtime at the rate of time and a half (1.5) or collect comp time also at the rate of time and a half (1.5). Any unused comp hours may be paid out at the end of the current school year at their current hourly rate or put into the sick bank. Compensation time may not be used on days of parent/teacher conferences or open houses. In the event that a secretary has unused personal business days and compensation time at the end of the school year, these days may be combined and used once school has been dismissed for the summer. Overtime pay and compensation greater than one hour will be documented in writing through the payroll office by the secretary's supervisor. Comp time that is less than one hour may be tracked with the building principal with a shared document and used as needed. Secretaries may accumulate and carry over a maximum of 2 days (16 hours) from year to year.

C. Work Days

Building Secretary Assignment	Contracted work Days per Calendar Year*
Elementary School	215
Middle School	205
High School	215
Alternative Education	209
* Does not include holiday days	

D. Secretaries will be provided no more than 30 minutes during the day for relief time. Secretaries will also be provided a 30 minute unpaid duty-free lunch. Main office secretaries will stagger their lunch periods. In the event they are able to take their lunch at the same time, (due to having a student assistant) at least one secretary must remain in the office.

E. Educational secretaries shall be allowed and paid the maximum number of emergency cancelation days allowed by the MDE per school year. During other emergency situations the secretary shall call his/her immediate supervisor to determine whether or not he/she shall report to work.

F. Secretaries choosing to work on emergency cancelation days should cooperate with their building principal to develop a work schedule on such days with implied flexibility to ensure safe travel to work. Employees will be allowed to use personal or sick time accruals on inclement weather days in the event the district goes beyond the originally allotted emergency cancelation days.

ARTICLE III
COMPENSATION

A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.

B. Beginning with the 2022-2023 school year and for the duration of this agreement, compensation for Association members shall be based on the salary schedule shown in Table A. Annual adjustments to this schedule shall be calculated on the basis of the District's general fund balance as determined by the official financial audit for the previous school year as follows:

Table A

Audited General Fund Balance	Compensation Formula
General Fund Balance less than 10%	Freeze in Salary and No Step Increase
General Fund Balance equal to 10%	Step Increase
General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base
General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base

C. The following table reflects the 2022-2023 hourly wage by step level for Secretary 1 and 2's **after** to the application of the formula defined in Table A.

	YEAR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary 1*	2022-2023	$15.03	$15.61	$16.07	$16.51	$17.00	$17.40	$17.87
Secretary 2**	2022-2023	$13.32	$13.82	$14.24	$14.62	$15.06	$15.41	$15.82

* Includes Building Principal Secretary at Carter Elementary, Kuehn-Haven Middle School, Hill-McCloy High School, and Choice Alternative Education

**Includes Carter Secretary in charge of preschool, KHMS Dean of Students Secretary, and HMHS AP/AD Secretary

D. Longevity (For current secretaries hired prior to July 1, 2022)

10 years	.61
15 years	.73
20 years	.84
25 years	.97

Included in the classifications above: Secretary 1 and Secretary 2's

E. Secretaries are paid an hourly rate due to the fact that they may not all be on an 8-hour day.

F. Secretaries completing the seventh step will get the same negotiated raise as other secretaries received, based on her previous year's hourly rate.

G. Three (3) months of service is required to qualify for advancement on the experience scale, prior to July 1st. Change date occurs July 1st each year.

H. If a secretary feels his/her duties warrant a review as to his/her classification, said secretary shall have the right to present such a request to the Superintendent or his/her designee.

C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings.

D. The Board shall agree to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirement and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the secretaries together with information which may be necessary for the Association to process any grievance and/or complaint.

E. There shall be a written job description for each position.

F. Vacancies
   1. Definition of Vacancy – A vacancy shall be defined as a newly created position or a position to which no employee has a claim.
   2. All employees within the Secretarial Association can apply for vacancies within the Association and will be considered for any vacancy before any outside applicants.
   3. School Year Vacancies
      a) All vacant positions/new positions – a written notice of such position shall be sent by the Administration to the spokesperson of the Secretarial Association.
      b) The spokesperson shall forward the 'posting' to all members of the Association.
      c) Upon notification by the spokesperson, Association members will have five (5) working days to apply in writing for said position.
   4. School Break (i.e. summer break) vacancies
      a) All vacant positions/new positions – A registered letter will be mailed by the Administration to the spokesperson of the Secretarial Association.
      b) A notice of the vacancy, or "posting" shall be mailed to each secretary in the Association.
      c) Upon notification by mail, Association members will have seven (7) calendar days to apply in writing for said position.
   5. The Association member shall be offered the position only if it is determined that they are qualified to fulfill the responsibilities that the job requires and that they possess the ability to work well with the immediate supervisor(s).
   6. Should the Association member(s) not meet all of the criteria the position requires, the job may be offered to applicants outside the bargaining unit.

G. An Association member who transfers to a different secretarial classification will be placed in his/her position at the first level at which he/she will receive a raise and will be given full credit for years worked.

H. Any school employee who transfers into the Secretarial Association will be placed at the first level of the secretarial pay scale. He/she will not be given credit for years worked outside the Association.

I. Promotions will be made on the basis of ability and qualifications in performing the present job plus evidence of ability to perform the new job, and will be effective the first day of the school fiscal year except in emergencies.

J. Any new secretary employed shall be informed of his/her starting wage, and all benefits, plus provided with a copy of the Secretarial agreement. This is to be done by the employer (Director of Finance and Operations) on the date of employment.

K. Long Term Sub – A temporary employee who has filled a vacant position/new position for a total of 60 calendar days shall be paid at level one of the position they are presently subbing if they continue to fill that position unless they are contracted through a third-party.

AGREEMENT

This agreement entered into this 26th day of September 2022, by and expires the 30th day of June 2025 between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board" and the Montrose Community Schools Educational Secretarial Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality services for the Board of Education and the students of Montrose Community Schools is their mutual aim and that the character of such services depends to a large extent upon the quality and morale of the Association, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association in good faith as the representatives of its secretarial personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Association has statutory obligations as outlined in Act 336 of Public Acts of 1947 amended up to and including Public Act 379 of 1965, and

WHEREAS the parties have reached a certain understanding which they desire put in writing, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognized the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all secretarial and clerical personnel. The term "Secretary" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

B. The Board agrees not to negotiate with any secretarial organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment.

ARTICLE II
SECRETARIAL EMPLOYEE RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board does hereby agree that every employee of the Board should have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, etc.

B. The Board specifically shall recognize the right of its employees appropriately invoking the assistance of the State Labor Mediation Board, or a mediator from such public agency.

ARTICLE XIII
DURATION OF AGREEMENT

This agreement shall be effective as of September 26, 2022 and shall continue in effect until June 30, 2025.

This agreement shall terminate on June 30, 2025 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS 26th DAY OF SEPTEMBER 2022

MONTROSE COMMUNITY SCHOOLS EDUCATIONAL SECRETARIAL ASSOCIATION	MONTROSE COMMUNITY SCHOOLS BOARD OF EDUCATION