



**2022-2023**

**A G R E E M E N T**

**B E T W E E N**

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**T H E   W H I T E   C L O U D   S E C R E T A R I E S   A S S O C I A T I O N**

## SECRETARIES CONTRACT

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## **SECRETARIES CONTRACT**

**2022-2023**

THIS AGREEMENT entered August 2022 by and between The Board of Education of the District of White Cloud, Michigan, hereinafter called the Board, and the White Cloud Secretaries Association, hereinafter called the Secretaries.

WITNESSED:

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

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize,

IN consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Secretaries Association as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for all secretarial staff. The term "secretary" when used hereinafter in the Agreement, shall refer to Building secretaries excluding substitutes, central office secretaries, and bookkeepers.
- B. Nothing herein shall be construed to deny or restrict any secretary rights they may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law, including but not limited to the following:

- 1. The right to executive management and administrative control of the school system, its employees, and properties, and facilities.
- 2. The right to hire all employees, and subject to the provisions of law and the terms of this agreement, to determine their qualifications, the conditions of their dismissal or demotion and to promote and/or transfer all such employees.
- 3. The right to determine the hours and weeks of employment, and the duties, responsibilities and assignments of the secretarial staff.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by specific and expressed terms of the Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution of the United States.

## **ARTICLE II - SECRETARIES RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Secretaries Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color and law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States: That it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association,

their participation in any activities of the Association or collective professional negotiations with the Board; or their institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes its right and the right of its employee to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from this public agency.

### **ARTICLE III - PROFESSIONAL COMPENSATION**

- A. The salaries of secretaries covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the 2022-2023 school year.
- B. Vacation and paid holidays are set forth under FRINGE BENEFITS
- C. The employer agrees to pay the secretaries basic contribution to the Public School Employees Retirement Fund.
- D. The basic secretarial work week shall consist of a forty- (40) hour work week. When an employee, at the request of the employer, works in excess of forty- (40) hours per week they shall be paid at one and one-half (1 1/2) the hourly rate for those hours in excess of forty- (40).
- E. Upon leaving employment/retirement – District will pay \$45 a day for unused leave. Ineligible if dismissed for cause. Money will be disbursed to 403B only, no cash option.

### **ARTICLE IV - SENIORITY**

- A. Any new employee will be considered a probationary employee until they have been employed for Ninety (90) work days. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of employment at the White Cloud Schools as a secretary. In case of reduction of hours, or layoff and recall from layoffs, job bidding and transfers, the principle of seniority shall be considered, all other things being relatively equal. As it becomes necessary to add a secretary to a new position due to the formation of a new position or to fill the vacancy of an existing position, such job opening will be posted for bid.
- B. A secretary will be dismissed, transferred, or disciplined only for reasonable and just cause. If any employee's work performance is not satisfactory, they will be so notified by their supervisor in order that the employee may improve. If the employee's work does not improve, they will be given in writing two (2) weeks notice of termination. Such reason must be reasonable and just.

- C. Notwithstanding their employment, secretaries shall be entitled to full rights of citizenship and no religious or political activities of any secretary, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such secretaries. The private and personal life of any secretary is not within the appropriate concern or attention of the Board, unless such personal conduct adversely affects their relationship to students or the discharge of their contractual duties.
- D. The provisions of this Agreement, and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with the activities of any employee organization.
- E. Employment in excess of the secretaries' contract, such as summer work, or when school is not in session, shall be awarded to the secretary with the greatest seniority and experience, by building.
- F. In case of layoff, reduction of hours, and recall from layoff, the principle of seniority shall prevail, provided the employee is qualified to perform the duties of the position.

#### **ARTICLE V - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. Whenever a vacancy occurs within the secretarial staff, the Board will publicize same, within the school system. Any qualified secretary may apply for such vacancy, and will be considered along with all other applicants. Any secretary applying for said vacancy shall have a written answer from the Board within thirty (30) days from the date of application as to acceptance or rejection and the reason for same. In the interests of providing the best available educational environment for the students of the district, the Board will fill each opening with the best available personnel. Vacancies will be posted within five (5) days after such vacancies officially occur. A position will not be filled until the notice of such vacancy is posted.

#### **ARTICLE VI - LEAVES**

- A. Secretaries may request an unpaid leave of up to one (1) year for personal illness any may return to the same position, if available, or a substantially equivalent position on return from leave.
- B. Leaves of absence with pay chargeable against the secretaries' allowance of 12 days per year, accumulative to 62 days, shall be granted for the following reasons stated in this section. Any sick leave accumulated in excess of fifty (50) days will be paid for at the rate of one-half of that secretaries' pay per day up to a maximum of twelve (12) days per year. Such payment will be made at the close of the fiscal year, before July 31. No secretary with an excess of fifty (50) days of sick leave at the effective date of the 1980-81 contract will loose those days except through use.

- (1) Personal illness.

- (2) A maximum of five (5) days per school year for a critical illness in the immediate family. The immediate family to be defined as including: mother, father, spouse, son or daughter.
- (3) One (1) day per year when emergency illness in family requires a secretary to make arrangements for necessary medical or nursing care.
- (4) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (5) Leave granted under this provision shall be limited to three (3) days per year for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time. Leaves granted under this provision shall not be used by employees to seek employment elsewhere. Personal days shall not be granted for routine medical and dental checkups. Leave requests must be approved by the building principal prior to the absence. Leave time granted under this section cannot be used to extend regularly scheduled vacations.
- (6) One (1) day for attendance at the school graduation of a son, daughter, husband, or wife.
- (7) Time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance.
- (8) A maximum of five (5) days per school year for a death in the immediate family. Immediate family includes: mother, father, spouse, son or daughter, brother or sister, and grandparents.
- (9) After the third (3rd) consecutive day of absence, the Board may request a doctor's verification of any illness covering the length of absence for which the secretary is to be paid.

C. Leaves of absence with pay not chargeable against the secretaries allowance shall be granted for the following reasons:

- (1) Absence when a secretary is called for jury service.
- (2) Court appearance whenever the secretary is subpoenaed to attend any proceedings provided the secretary is not party to the litigation. Secretaries may use personal days if they are named as a party to litigation.
- (3) Administration approved visitation at other schools or for attending educational conferences or conventions, including association meetings.
- (4) Inclement Weather - Administration leave, with pay, will be granted for inclement weather at the discretion of the building principals for all members of this bargaining unit.

Secretaries may be requested to work on days the school is closed due to inclement weather. The decision to call in secretaries on inclement weather days rests with the building principals. Secretaries called in to work on inclement weather days will be paid their regular hourly rate and no comp-time.

D. Sick Day "BANK".



If a secretary exhausts their accumulated paid leave prior to being eligible for long-term disability coverage, each of the other secretaries will be given the opportunity to donate their accumulated days to said secretary in order to satisfy the required waiting period.

E. Unpaid leave of absence.

a. Family Leave: A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act ("FMLA") of 1993, shall be granted to any employee who has worked a minimum of 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:

1. The birth or placement for adoption or foster care of child;
2. Because of a serious mental or health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
3. Because of the employee's own serious health condition:
4. The care of a child under the age of 18, or an older child, incapable of self-care because of a mental or physical disability.

At the option of the employee and with the employee's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in 2 above.

The employer shall continue all health benefits during the twelve- (12) week leave. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset, or recurrence of a serious health condition of the employee, other circumstances beyond the employee's control, or the extension of the unpaid leave, the School shall have the right to recover all premium payments made during the unpaid leave interval.

The employee may choose to utilize paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave where otherwise authorized by this Agreement or as additionally authorized by the employer.

b. Educational Leave

- (1) Eligibility: To be eligible for an educational leave of absence, the requesting employee must:
  - (a) Have been employed by the School District for at least two years prior to the date the leave is to begin.
  - (b) Be enrolled as a regular student in an accredited educational institution.



(c) Have selected a definite course of study which would tend to appreciably increase the employee's present or potential usefulness to the School District.

(2) Duration: The maximum duration of any single educational leave of absence shall be one year. If an extension or renewal of the leave beyond the period originally granted is necessary, it should be requested and handled in the same way as a new leave.

NOTE: The student must show evidence of academic progress (satisfactory to those who approve the leave) in order to renew or extend an educational leave of absence beyond the period originally granted.

F. Temporary employees, hired for the purpose of filling a position while a bargaining unit member is on an approved leave, shall be considered at-will employees. These temporary employees shall not be part of the bargaining unit and shall not be governed by any of the provisions of this agreement.

## **ARTICLE VII - PROTECTION OF SECRETARIES**

- A. Any case of assault upon a secretary while they are engaged in the discharge of their contractual duties shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel, of its selection, to advise the secretary of their rights and obligations with respect to such assault and shall render all reasonable assistance to the secretary in conjunction with handling of the incident by law enforcement and judicial authorities, provided that the secretary's action was in conformance with existing school policy.
- B. If any secretary is sued, by reason of disciplinary action taken against a student, the Board will provide legal counsel, of its selection, and render all reasonable assistance to the defense of the secretary, provided that secretary's action was in conformance with existing policy.
- C. Time lost by a secretary in connection with any injury to the secretary shall not be charged against the secretary for up to six (6) months provided the secretary's actions were in conformance with existing policy.
- D. Any complaints by a parent of a student directed toward a secretary will be promptly called to the secretary's attention.
- E. The Board will reimburse a secretary for any loss, damage or destruction through vandalism of clothing or personal property of the secretary while said secretary is on duty in the school or on school premises, provided that such loss, damage or destruction of clothing or personal property of the secretary up to \$500.00 was not caused by the secretary's neglect.
- F. Each secretary shall have the right upon request to review the contents of their own personnel file. A representative of the Secretaries Association may be requested to accompany the secretary in such review, which will be done in the presence of an administrator. The personnel files are located in the Superintendent's Office.
- G. Each secretary will receive an evaluation of their job performance before April 30th of each contract year. Such evaluation will be done by the secretary's building principal or their designee.
- H. The Board of Education shall maintain liability insurance. The liability coverage will be provided to the secretary for any employment related incident, provided that the secretary's action was in conformance with existing school policy.
- I. Secretaries shall not be required to dispense medications beyond simple hand to hand taking of oral prescribed medicines. The board will provide liability insurance, in accordance to these duties.

## **ARTICLE VIII - NEGOTIATION PROCEDURE**

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon the mutual consent of the parties concerned.
- B. In the event that the salary schedule is reopened for negotiations by either party as provided in Article II of the Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.
- C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the members of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

## **ARTICLE IX - PROFESSIONAL GRIEVANCE PROCEDURES**

- A. A claim by a Secretary, the Association, or the Board of Education, that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement may be processed as a grievance as hereinafter provided. The written grievance shall cite the relief requested and provide an explanation of how the contract was violated
- B. In the event that a secretary believes there is a basis for a grievance, they shall first discuss the alleged grievance with their building principal either personally or accompanied by the Association representative.
- C. In the event that the Board believes there is a basis for a grievance the same procedure shall be followed as stated above, substituting the words "building representative" for "building principal", "secretaries president" for "superintendent", and "association" for "Board".
- D. If as a result of the informal discussion with the building principal, a grievance still exists, they may invoke the formal grievance procedure through the Association on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative. A copy of the grievance form shall be delivered to the building principal within ten (10) days after the alleged violation occurs. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- E. Within five (5) working days of receipt of the grievance, the Principal shall meet with the Association in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent within five (5) working days of the disposition of the grievance. Within five (5) working days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board within five (5) working days following the disposition of the grievance by the superintendent. The Board, no later than its next regular meeting or two working weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.
- H. If the Association is not satisfied with the disposition of the grievance by the Board, if no disposition has been made within the period above provided, the grievance may be submitted to an Appeal Board consisting of one (1) person selected by the Association, one (1) person selected by the Board, and one (1) person selected by the mutual consent of the Association and the Board. Notification of the intent to submit the grievance to the Appeal Board must be given with five (5) working days of the notification of the Board's ruling on the grievance. The Appeal Board must hear the case within fifteen (15) working days after notification of intent to appeal is given. The ruling of the Appeal Board shall be final.

#### **ARTICLE X - MISCELLANEOUS**

- A. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the board.
- B. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Whenever any secretary is absent from duty the administration will attempt to secure a substitute secretary.
- D. Part-time secretaries will have their wages and benefits pro-rated provided the secretary works at least twenty (20) hours per week.
- E. Community Education and recreation programs that are operated jointly with the City of White Cloud shall not be subject to compensation and benefits set forth in this agreement.
- F. Secretaries will be reimbursed 100% of tuition costs for the purpose of taking courses to improve job performance. This is acceptable with the following stipulations: The course must be approved by their building principal in advance of registration, and there is a limit of \$300.00 per year per secretary.

## **SCHEDULE A - WAGES**

### **A. WAGES**

There is one salary schedule for all secretaries in the bargaining unit.

<b>STEPS</b>	<b>2022-2023</b>
<b>1</b>	-
<b>2</b>	-
<b>3</b>	-
<b>4</b>	-
<b>5</b>	\$14.12
<b>6</b>	\$14.53
<b>7</b>	\$14.98
<b>8</b>	\$15.41
<b>9</b>	\$15.83
<b>10</b>	\$16.20
<b>11 to 15</b>	\$16.37
<b>16</b>	\$16.51
<b>16+</b>	\$18.24

Secretaries that are required to administer medication above the hand to mouth requirement agreed upon, will receive an additional \$1.00 per injection. This should be indicated in the True Time timecard daily notes section per day. For example, "2 injections administered"

### **SUMMER SCHOOL**

The Board has the right to select the secretary or secretaries needed to work summer school. Those selected to work will be paid according to the salary schedule for the following school year.

Placement on the salary schedule, for new employees, will be based on previous work experience related to the position, as determined by the superintendent.



B. **FRINGE BENEFITS**

(1) **Employer funded retirement.**

(2) **Insurance**

**PAK A, PAK B, PAK C, and PAK D**

The employee may elect to take cash in lieu (PAK B) of major medical health benefits equaling \$3,500.00 paid out during the first 11 pays of a new year starting in January, as a participant in the District's Section 125 Cafeteria plan.

3. **Paid holidays as follows:**

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

As of January 2016: One additional floating holiday/birthday paid day per school year. This floater day will not be included in the rollover 12 days given each year.

4. **Paid vacations:** For Secretaries employed Prior to September 1, 2000.

Vacation Days - Vacation days taken when mutually agreed upon by secretary and principal or when school is not in session.

Vacations, with pay, will be granted to employees on permanent status according to the following schedule:

After one (1) year employment --5 working days,

After two (2) years through ten (10) years employment-----10 working days, After ten (10) years employment --Fifteen (15) working days plus one (1) additional vacation day for each year over fifteen (15) years to a maximum of twenty (20) days.

5. Upon leaving employment/retirement – District will pay \$45 a day for unused leave. Ineligible if dismissed for cause. Money will be disbursed to 403B only, no cash option.

C. **Weeks and Hours of Employment**

Secretaries will work 10 workdays after the last scheduled day of school for students. If school is extended due to make up days, the Superintendent may waive the 10-work day requirement. Secretaries will report to work 15 workdays prior to the first day scheduled for students at the beginning of the school year.



The normal workweek will consist of 40 hours for full time employees. The Superintendent may determine additional days or weeks.

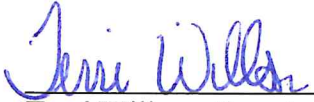
If a staggered bus run becomes effective, the schedule of daily starting times can be adjusted as to beginning and ending times only.

**DURATION OF AGREEMENT**

The duration of the contract is for one (1) year ending June 30, 2023.

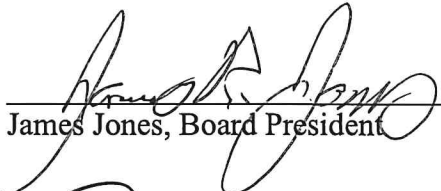
**FOR THE ASSOCIATION**


  
Tracey Foster, Secretary

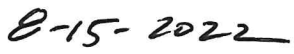
  
Terri Willson, Secretary

\_\_\_\_\_  
Date

**FOR THE BOARD**

  
James Jones, Board President

  
Ed Canning, Superintendent

  
\_\_\_\_\_  
Date