

AGREEMENT

between

THE MASON PUBLIC SCHOOLS

and

THE MASON PUBLIC SCHOOLS SECRETARIES ASSOCIATION

August 1, 2022 – July 31, 2025

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AGREEMENT

This Agreement is entered into this 1st day of August 2022, by and between the Mason Public Schools Board of Education (hereinafter called the “Employer”) and the Mason Public Schools Secretaries Association (hereinafter called the “Association”).

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

It is the general purpose of this Agreement to harmoniously promote the mutual interests of the Employer and its employees and to provide for the secretarial/office assistant services determined by the Employer. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1- RECOGNITION

A. Unit Description

The Employer recognizes the Association as the sole and exclusive bargaining representative for the following employees:

All positions specified in Article 9, including; all full-time and regularly scheduled secretaries, office assistants, and other clerical personnel, but excluding all Central Office secretaries, bookkeepers, payroll benefits manager, math scorer, hall monitors, lunch room and recess monitor/aides, educational assistants, information systems analysts, technology and information services employees, substitutes, supervisors, and all other employees.

B. Definitions

The term “employee” when used herein shall refer to all employees represented by the Association in the bargaining unit defined above.

C. Dues Deduction

It is understood by both parties that Michigan Law, Public Act 53 of 2012, does not allow school districts to deduct Union dues.

ARTICLE 2 - EMPLOYER RIGHTS

A. Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.
4. Determine job descriptions.
5. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians for reasonable cause.
6. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
7. Establish, modify, or change any work, business, shift, or school hours or days.
8. Determine the number and location or relocation of its facilities and work stations.
9. Adopt rules and regulations.
10. Determine the financial policies, including all accounting procedures.
11. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Limitation on Employer Rights

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement. The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

- A. The Association will notify the Human Resource Director as to the identity of designated officers/representatives.
- B. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board further agrees not to discourage or deprive employees of the enjoyment of any rights conferred by the Act or other laws; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of Association membership or participation in collective negotiations with the Board, or the institution of any grievance.
- C. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks. The Association may use the regular interschool mail service, district email, and mailboxes for communications to its members. Grievances shall normally be processed outside work hours. However, this section shall not preclude meetings with Employer representatives at mutually agreed upon times.
- D. In response to reasonable requests, the Employer agrees to provide the Association with the information required to administer this Agreement and to formulate contract proposals, provided that such requests comply with the Michigan Public Employment Relations Act.

ARTICLE 4 – SENIORITY, LAYOFF, AND RECALL

A. Seniority

Seniority shall be defined as the length of continuous employment in the bargaining unit.

1. A bargaining unit member who changes from one (1) classification to another shall take all of his accrued seniority to the new classification.
2. Days worked in a non-bargaining unit position or as a substitute shall not count for seniority purposes.
3. Part-time bargaining unit members shall accrue seniority as if they were employed full time.
4. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if they were employed full time for up to one (1) year of layoff.
5. Leaves of absence shall not constitute an interruption in continuous service. Seniority shall continue to accrue except when the period of the leave exceeds ninety (90) working days. Seniority shall not be credited beyond the 90th day of an unpaid leave but shall be frozen until the unit member returns to a position within the bargaining unit.
6. The Employer shall prepare and maintain a seniority list, a copy of which will be provided to each employee by September 1 of each year. If an employee has moved between classifications within the bargaining unit, the seniority list will specify start dates for each classification.
7. A newly hired employee shall be on a probationary status for ninety (90) work days of actual work. If at any time prior to completion of the ninety (90) days of work the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer. After satisfactory completion of the probationary period, seniority shall be retroactive to the first day worked.

B. Layoff

Layoff shall be defined as a reduction in work force, as determined exclusively by the Employer.

1. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff.
2. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the Association and the employee(s) in that position(s).

3. Employees shall be laid off or recalled according to their seniority in their classification, those with the least seniority shall be laid off first.
4. If the employee scheduled for layoff possesses sufficient seniority, the individual shall first be assigned to displace the least senior employee in the same pay classification and same status (full or part time) for which the individual is qualified. Whether an employee is qualified, as that term is used in this article, shall be determined by the Employer. In determining qualifications in this Article, work record and seniority, as well as other relevant work-related factors, will be considered. In the event the person with the most seniority is not considered the most qualified, reasons will be provided upon request.
5. If displacement cannot occur within the same pay classification, the employee, if possessing sufficient seniority, shall be assigned to displace the least senior employee in a lower pay classification within the same status for which the employee is qualified.
6. Probationary employees shall be laid off first before any non-probationary employees. Employees may be offered the opportunity for “voluntary” layoff.

C. Reduction in Hours

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours of twelve and a half percent (12.5%) or more in positions, qualified employees in those positions are subject to the layoff procedure as outlined in B. A reduction of any employee’s work hours shall not take effect until ten (10) work *days* after written notice to the affected employee is given by the Employer.

D. Recall

Laid off employees shall be recalled as determined by the Employer to any position for which they are qualified within the same or lower classification. The Employer may recall employees based on qualifications as stated above. A new employee shall not be employed by the Employer while there are laid off employees who are on the recall list. Employees shall be recalled on the basis of seniority; those with the most seniority shall be recalled first to a vacant position within the classification, or if no position exists within a lower pay classification, for which they are qualified.

Notices of recall shall be sent by certified or registered mail to the employee’s last known address as shown on the Employer’s records. It shall be the employee’s responsibility to keep the Employer notified as to their current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given seven (7) calendar days from receipt of notice, excluding Saturdays, Sundays and holidays, to confirm that they will report to work on the date specified. The Employer may fill the position on a temporary basis until the recalled employee can report to work providing the employee has indicated an intent to return

within the seven (7) day period. Employees recalled to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified are obligated to take said work.

An employee who declines recall to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified shall forfeit their right of recall. Recall rights for employees who have been employed at least 150 work days shall terminate one (1) year after the effective date of layoff, employees with ten (10) years or more of seniority shall have recall rights for two (2) years. Employees who have not been employed at least 150 work days shall not have recall rights. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect their rights to a position having pay and benefits as was previously held.

E. Unemployment Compensation

A part-year employee who is laid off in the summer and/or who receives unemployment compensation benefits during the summer, and who is recalled before October 1 of that year shall have their compensation adjusted by an amount equal to the unemployment compensation received.

F. Substitute Work

Upon application, laid off employees will be considered for substitute work at the hourly rate of pay they were receiving at the time of layoff.

ARTICLE 5 – DISCIPLINE

A. Discipline and Discharge

Employees are expected to perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discipline or discharge. Dismissal, suspension, and/or any other disciplinary action shall be for reasons that are not arbitrary or capricious, with the employee having the right to defend themselves against any and all charges.

Employees may be disciplined and discharged for the following, by way of illustration and not limitation: acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, and inefficiency.

B. Probationary Employees

Probationary employees are employed at will and are subject to discipline and discharge with or without cause at the will of the Employer at any time.

C. Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question and does not preclude the filing of a grievance.

D. Representative

Any employee may have present a representative of the Association during any meeting where the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Association representative is present unless immediate action is necessary.

ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Personnel Record

An employee will have the right to review the contents of their personnel record according to law and to have a representative of the Association accompany them in such review.

B. Assault

Any case of assault or threat upon an employee shall be promptly reported to the Employer.

C. Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law.

Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to district property in accordance with the law.

D. Attire

All employees are expected to dress in a manner that is appropriate and not detrimental for an educational environment.

E. Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer.

Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

F. Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy.

ARTICLE 7 - SAFETY PRACTICE

A. Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the employee's immediate supervisor and to the Human Resource Director.

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards, which are not recognized as a part of the employee's normal job.

B. Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment as determined by the Employer to perform their assigned tasks.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Definition

A grievance shall be an alleged violation of the express terms of this Agreement.

Level One

An employee or the Association alleging a grievance must orally discuss the grievance with the building principal or immediate supervisor and attempt to resolve the matter within five (5) calendar days of the occurrence of the condition giving rise to the grievance.

Level Two

If satisfactory resolution of the grievance is not obtained, the employee or Association must submit a written grievance to the building principal or immediate supervisor within seven (7) calendar days of the occurrence of the condition giving rise to the grievance or within seven (7) calendar days of the date it is reasonable to assume that the employee or the Association first became aware of the conditions giving rise to the grievance. The Grievance Report Form (Appendix B) shall be used. Should an employee or the Association fail to institute a grievance within the time limits specified, the grievance

shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

The building principal or immediate supervisor shall meet with the grievant and an Association representative not later than ten (10) calendar days following receipt of the written grievance. The building principal or immediate supervisor shall issue the disposition of the grievance in writing within ten (10) calendar days of the meeting.

Level Three

If the decision of the building principal or immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Human Resource Director or designee within five (5) calendar days of receipt of the decision of the building principal or immediate supervisor. The grievant must state the reason(s) why the decision of the building principal or immediate supervisor was not considered acceptable. The Human Resource Director or designee shall meet with the grievant and an Association representative within fifteen (15) calendar days from the date of receipt of the grievance. The Human Resource Director or designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting.

Level Four

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Human Resource Director, provide a written grievance to the Superintendent within five (5) calendar days of receipt of the decision of the Human Resource Director.
2. More than one grievance may not be considered by the Superintendent at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature.
3. The Employer shall not be required to pay back wages more than seven (7) days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that they may have received from any source during the period of back pay during the time they would have been working for the District, including unemployment compensation.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.

4. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement.

B. Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.

C. Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job unless the Human Resource Director grants prior approval otherwise.

ARTICLE 9 - WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The normal work year and schedule of work days for each regular full-time or part-time employee shall be as set forth below but is subject to variance upon mutual agreement of the immediate supervisor and the employee and is also subject to change by the Employer at any time. 'Work Days' listed in this section do not include paid holidays (Article 15.A.) or vacation time allocated under Article 16.A.

1. HIGH SCHOOL

- a. **Secretary to Principal (223 days):**
Classification: I
- b. **Secretary/Registrar (210 days):**
Classification: I
- c. **Attendance Secretary (203 days):**
Classification: II
- d. **Main Office Assistant (190 days):**
Classification: III

2. MIDDLE SCHOOL

- a. **Secretary to Principal (218 days):**
Classification: I
- b. **Secretary to Assistant Principal (203 days):**
Classification: II
- c. **Student Services Office Assistant (190 days):**
Classification: III

3. ELEMENTARY

- a. **Secretary to Principal (205 days):**
Classification: I
- b. **Office Assistant (up to 203 days):**
Classification: III

4. SPECIAL EDUCATION

- a. **Secretary to Director (203 days):**
Classification: I

5. ATHLETIC DEPARTMENT

- a. **Secretary (208 days):**
Classification: I

6. HARVEY EDUCATION CENTER

- a. **Secretary (228 days):**
Classification: I

B. Work Week

The work week shall begin at 12:01 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

C. Work Day and Hours

The number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal work day for full-time employees shall be eight (8) hours. For part-time employees, the work day for each employee shall be determined by the Employer. Each employee shall receive one (1) fifteen (15) minute rest period during each four (4) hours worked per day. Employees will have a ½ hour unpaid lunch period in addition to their normal work hours. However, elementary secretaries will work a continuous eight (8) hours (except for rest periods) without a lunch break and will eat

on the job. In addition to elementary secretaries, other employees may work a continuous shift of up to eight (8) hours by mutual agreement between the employee and supervisor. Rest periods and lunch breaks are to be scheduled by mutual agreement between the employee and supervisor, but are not intended to be combined to extend lunch or rest breaks.

D. Scheduled Work Day Cancellation

1. When the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will not be required to report on the first three (3) such days per year (August 1 to July 31) and will be paid. For cancellations beyond three (3) days, the member must reschedule the time and report for work in order to be compensated, or use a vacation day or personal business day to receive compensation. However, such employee will be required to work on any make-up days. If the start of a school day is delayed or after an employee reports for work, if the rest of the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee (except for those employees required to remain) may arrive or leave when directed by the building principal and will be paid for the balance of the employee's regular day. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.
2. The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable.

E. Absence

1. Any employee who is unable to report for work must notify the designated person as soon as possible but in no event later than one (1) hour prior to the employee's reporting time so that a substitute may be obtained if necessary or other arrangements can be made. The hiring of substitutes for absent employees shall be at the Employer's discretion.

ARTICLE 10 - VACANT

ARTICLE 11 - VACANCIES, PROMOTIONS & ASSIGNMENTS

A. Definition

A “vacancy” shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is an employee who is deemed qualified by the Employer for the position on layoff. The Employer may in its discretion determine to post a position which had been filled by an employee who is on a long-term unpaid leave of absence of over one (1) calendar year.

B. Posting

All bargaining unit vacancies shall be posted for a period of five (5) calendar days. If a vacancy is posted when school is not in session, the Steward or designee will be informed and copies of postings will be mailed to all bargaining unit members. Said posting shall contain the following information:

Position; classification (if applicable); minimum qualifications; approximate starting date; rate of pay; and approximate hours to be worked.

C. Application for Vacancy

Interested employees may apply in writing to the Human Resource Director designee within the five (5) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

D. Filling Vacancies

Vacancies will be filled with the applicant from within or outside of the bargaining unit whom the Employer considers to be the most qualified and the most likely to be the most successful in the position. In determining who would be the most highly qualified person to perform the job, work record and seniority, as well as other relevant work-related factors, will be considered. In the event a person having less seniority is selected for the position, reasons will be provided upon request. The decision of the Employer will not be arbitrary or capricious. The Employer may withdraw a posting at any time.

E. Notice of Selection

The Employer shall notify the interviewed applicants to indicate whether they have been hired.

F. Assignment and Reassignment

Employees are subject to assignment and reassignment (which may include transfer to another building) for stated reason(s) which are not arbitrary or capricious.

G. Temporary Assignment

An employee assigned to perform the work of an absent bargaining unit employee in excess of one hour will be paid at a rate for those duties based on the minimum rate for the position temporarily assigned or, if the employee's regular rate is higher than the minimum rate for the position, the employee will be paid at their current step on the scale for the temporarily assigned classification. Placement in a temporary assignment will give the employee no additional benefits in that position, nor the right to expect permanent assignment in that position.

H. Trial Period

An employee voluntarily transferred to a different position will have a five- (5) working day trial period to determine the employee's ability to perform on the job and the employee's desire to remain in that position. If the employee is unsatisfactory or the employee wishes to return to their former position during the trial period, the employee will be reassigned to their former position.

ARTICLE 12 – JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by the terms of this Agreement for the purpose of instructional training, experimentation, or in cases of emergency. It is also recognized and agreed that bargaining unit work which has historically been done by others may, in the discretion of the Employer, be assigned to and performed by individuals who are not bargaining unit employees, including other district employees.

ARTICLE 13 - COMPENSATION

A. Compensation

The basic hourly wage rates of each employee shall be as set forth in Appendix A.

B. Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.
2. Double time will be paid for all hours worked on Sundays and holidays designated in Article 16.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off on an hour-for-hour basis for hours not exceeding forty (40) in one (1) week may be given if mutually agreeable to the Employer and the

employee. Compensatory time off for hours over forty (40) in one (1) week will be at time and one-half.

C. Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular hourly wage rate unless overtime applies. Required meetings will be so specified, otherwise they will be considered voluntary.

D. Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

E. Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), as assigned by the Employer, which results from non-employer groups using school facilities will be paid at the employee's regular pay rate for that work unless over forty (40) hours per week.

F. Experience and Training Credit

The Employer may grant to new hires whatever credit for prior experience and/or training is deemed appropriate by the Employer and determine the employee's hourly wage rate up to three (3) years of experience on the wage schedule (Appendix A). The Employer may grant to employees being reassigned from one position to another, whatever credit for prior experience and/or training is deemed appropriate by the Employer and determine the employee's hourly wage rate up to the maximum. Decisions in this section shall not be grievable. A reassigned employee will not receive a lower wage rate unless the Employer determines that it was necessary to reassign the employee to a lower classification.

G. Severance Payment

The terminal leave payment will be \$80.00 per year for members who have worked at least ten years in the system and are entering the retirement system, and \$100.00 per year for members who have worked at least twenty years and are entering the retirement system. Individuals leaving the system after ten years and not entering the retirement system will receive \$50.00 for each year in the district.

Any employee who retires or resigns from employment shall give at least two (2) weeks written notice to the Human Resource Director. Any member that provides an early retirement notification at least five (5) months prior to their retirement date will receive \$500.00 in their terminal leave payment.

H. Payroll Deductions

The Employer will make payroll deductions requested in writing by an employee for Employer approved reasons and/or organizations.

ARTICLE 14 - INSURANCE

A. Health

For the 2021-2022 medical plan year, the Employer shall provide the following plans:

PLAN A

West Michigan Health Insurance Pool, BCBS PPO \$250 (90% plan) Annual Deductible In-Network \$500 (100% plan)

Delta Dental Plan 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$25,000 Life Insurance with AD&D

\$5,000 Basic Life with AD&D

Vision VSP-3 Plan

LTD 60 day modified fill, 66 2/3%, \$7,500 monthly max.

OR

West Michigan Health Insurance Pool, BCBS PPO \$500 (100% plan) Annual Deductible In-Network

Delta Dental Plan 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$25,000 Life Insurance with AD&D

\$5,000 Basic Life with AD&D

Vision VSP-3 Plan

LTD 60 day modified fill, 66 2/3%, \$7,500 monthly max.

PLAN B (No health insurance)

\$250 per month in cash

Delta Dental Plan 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan

LTD 60 day modified fill, 66 2/3%, \$7,500 monthly max.

The Employer agrees to pay the cost of health insurance premiums up to the annual 'hard cap' limit that is in place at the start of the medical plan year, as established by MCL 15.563, as amended by 2013 Public Act 270, for health insurance premiums, taxes, and fees, with the employee paying the balance of the cost of health insurance premiums, taxes, and fees via payroll deduction. The Employer shall provide dental, vision and life insurance at the same benefit level as the previous year.

The Board shall provide dental, vision and life insurance for those employees not electing to take health insurance, the employee is responsible for 100% of their deductibles. In lieu of health insurance, these employees shall receive two hundred fifty dollars (\$250.00) per month in cash.

Full time employees hired after July 1, 2009 are only eligible for the single subscriber insurance coverage for the first three years of employment. After three years, the individual would be eligible for the two-person or full family coverage.

Cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

The parties agree to reopen negotiation annually, at the request of either party, for the purpose of agreeing on a health insurance carrier, prior to the district's health insurance plan year.

B. Eligibility

Part-time employees and Office Assistants are not eligible for the above Employer-paid insurance coverage or in lieu amount, except Office Assistants shall receive \$20,000 life insurance coverage with AD&D.

In the event any full-time Classification 1 or 2 employee's hours are reduced to not less than thirty-five (35) hours per week, the employee will still be considered full-time for insurance eligibility purposes.

C. Employer Obligation Limited

The Employer's obligation with respect to the above insurance coverage is limited to making the specified contribution toward the premium payment. The employee shall be obligated for any balance through automatic payroll deduction.

D. Enrollment

It shall be the responsibility of each eligible employee to properly enroll for insurance coverage and to make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

E. Termination of Benefits

If an employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution towards insurance coverage will cease at the end of the last month worked.

F. Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District pursuant to COBRA.

ARTICLE 15 - HOLIDAYS

A. Employees will be paid their regular daily rate of pay for the following holidays:

- | | |
|------------------------------|-------------------|
| 1. Friday before Labor Day* | 6. Christmas Day |
| 2. Labor Day | 7. New Year's Eve |
| 3. Thanksgiving Day | 8. New Year's Day |
| 4. Friday after Thanksgiving | 9. Good Friday* |
| 5. Christmas Eve | 10. Memorial Day |

*Provided school is not in session

- B. To be eligible for holiday pay, the employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week or have been on a pre-approved paid leave.
- C. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Employer shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

ARTICLE 16 - VACATION

- A. Employees will be granted paid vacation days according to the following schedule:

Winter Recess:	6 days paid
Mid-Winter Recess:	unpaid
Spring Recess:	2 days paid; 3 unpaid

- B. Additional vacation day(s) for employees with pay will be earned based on the following continuous employment from the anniversary date of employment:

After 5 years:	1 day
After 10 years:	2 days
After 15 years:	3 days
After 20 years:	4 days
After 25 years	5 days

- C. Employees will be paid their regular daily rate of pay. Extended unpaid leave time will not count toward vacation accrual. These days must be used by August 1 of the current year and have prior written approval of the principal or immediate supervisor. Vacation time not taken by August 1 will not be accumulative and will be forfeited. Upon termination of employment, an employee shall lose unused vacation time unless earned in accordance with Article 16 B.

ARTICLE 17 - EVALUATIONS

- A. **Evaluations**

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated

in the evaluation, as well as suggestions for improvement. Evaluations may not be grieved.

B. Response

Following such formal evaluations, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that they necessarily agree with the contents of the evaluation. An employee may submit additional comments to the written evaluation if they so desire within ten (10) calendar days. All written evaluations are to be placed in the employee's personnel file.

ARTICLE 18 - LEAVES

PAID LEAVES

A. Sick Leave

1. Employees will be granted sick leave days upon reporting at the beginning of the employee's work year according to the following schedule:

185-210 work days	10 days
211+ work days	11 days

Employees will only be credited with hours of sick leave equivalent to the average number of hours worked per day. Sick leave for employees who only work part of the year for that employee's position will be prorated. Unused sick leave will accumulate from year to year up to a maximum of 200 days except for those employees employed prior to July 1, 2001 for whom there is no limitation.

2. At the beginning of the contract year, the employee will have the current year's allowance available provided the employee reports for work. However, if an employee terminates employment before the sick leave hours used would have been earned, the amount for those hours used in excess will be deducted from the employee's last paycheck.

B. Leaves of Absence Charged to Sick Leave

1. **Personal Illness:**

The employee may use sick leave for their own personal illness or disability, or doctor appointments which cannot be scheduled outside of work time, as required up to the number of days available to the individual. The Employer may require verification of need for absence from a physician.

2. **Family Illness:**

Up to ten (10) days per fiscal year (August 1 – July 31) may be used for a serious health condition of a member of the employee’s “immediate family” which shall be defined as the employee’s parent, spouse, child, or any relative who is a permanent resident of the employee’s household which requires the presence of the employee. The Employer may require verification of need for absence from a physician. Use of additional accumulated paid sick leave days may be approved by the Human Resource Director upon written request in connection with long-term serious illness.

C. Necessary Business Leave:

Each employee may use up to two (2) sick leave days per fiscal year (August 1 – July 31) for necessary business. The employee will only be credited with necessary business leave equivalent to the average number of hours worked per day. Necessary business leave for employees who only work part of the year for that employee’s position will be prorated. The use of these days must be arranged in advance with the employee’s immediate supervisor. A necessary business day shall only be used for necessary legal, business, or emergency matters that cannot be conducted outside of regular work hours and which require the presence of the employee. An employee planning to use a necessary business day shall submit their written request on the Employer approved form to their immediate supervisor for approval stating the reason that they are requesting to use a necessary business day at least three (3) work days in advance, except in cases of emergency. Employees with twenty (20) or more days of accumulated sick leave by the close of the previous school year (July 31) and at the time of request for necessary business leave need not state the reason for the business leave at the time of application. Necessary business days shall not be taken the day before or the day following a holiday or school break. The Employer reserves the right to limit business leave to one employee per building per day.

An additional necessary business day may be requested through the Superintendent. The decision to grant the additional necessary business day is at the sole discretion of the Superintendent.

D. Bereavement Leave:

- a) Each employee may use up to five (5) days paid sick leave per death in the case of a death in the immediate family. The employee will only be credited with bereavement leave equivalent to the average number of hours worked per day. Bereavement leave for employees who only work part of the year for that employee’s position will be prorated. For purposes of this section, the immediate family will be defined as parent, spouse, child or sibling. Each employee may use up to three (3) days paid sick leave per death for parents-in-law, grandparents, grandchildren, aunts or uncles. One (1) sick day may be used for attendance of a funeral outside the immediate family. The days must be taken immediately following the death and to attend the funeral.

- b) Any additional unpaid funeral leave may be granted by the Human Resource Director upon written application on the district approved form.

E. Earned Days:

If at the close of the preceding school year (July 31), an employee shall not have used more than two (2) sick leave days, including necessary business days, and shall have accumulated thirty (30) sick leave days, then, in the following year, the employee shall be entitled to one (1) “earned day” to be taken at the employee’s discretion upon previous notification of 24 hours to the employee’s immediate supervisor. If more than one (1) bargaining unit position exists in the building, the building administrator shall not be obligated to grant more than one (1) such application on any given day. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year (August 1 – July 31).

F. In-Service:

Upon approval by the supervising administrator, employees may attend in-service activities. Expenses, registration fees, and other related costs will be paid or reimbursed by the Employer upon approval by the administrator.

G. Witness:

Leave of absence with pay will be granted for court appearances as a witness in any case in which the employee’s connection with the case stems from their employment with the Employer, provided that the legal action is not instigated by or on behalf of the employee or Association against the Employer. If a witness fee is paid to the employee by the court, that amount will be remitted to the Employer.

H. Jury Duty:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer the amount of wages the employee otherwise would have earned by working straight time hours for the Employer on that day [and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day’s jurist service) will be turned in to the Employer].
2. In order to receive payment, the employee must give the Employer prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that they reported to or performed jury duty on the days for which they claim such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

I. Incremental Use of Paid Leave Time:

Paid leave time must be used in increments of at least one-half (½) day.

UNPAID LEAVES

J. Leave of Absence Without Pay or Fringe Benefits

1. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.
2. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns, or travel. The granting of personal leave shall be at the Employer's discretion. Allowing a leave under this subsection will not constitute a precedent or past practice. Denial of a leave request will not be grievable.
3. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.
4. All requests for a leave of absence shall be in writing to the Human Resource Director stating the reason for the requested leave and the expected duration.
5. An employee, on an approved leave of absence, shall notify the Employer of their intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
6. An employee on an approved leave of absence of not more than six (6) calendar months will be returned to their former position. An employee on an approved leave of absence of more than six (6) calendar months will be returned to their former position if feasible or to a generally comparable position as determined by the Employer.

K. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage, if any, maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;

- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of their job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

L. Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence for up to one (1) year.

ARTICLE 19 - CONTINUITY OF OPERATIONS

There shall be no interruption of services nor any abstention in whole or in part from the full, faithful, and proper performance of the duties of employment by any employee. The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees. (See the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended).

ARTICLE 20 - NEGOTIATIONS PROCEDURE

A. Commencement

Negotiations between the parties on a successor agreement shall begin prior to the expiration of the contract term, upon mutual agreement of the parties.

B. Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at

the mutual cost of the parties within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Employer.

D. Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Association may meet during the term of the contract to discuss contract issues which may arise.

E. Policy Notification

Employees affected by a new or revised policy will be notified.

ARTICLE 21 - SCOPE, WAIVER AND ALTERATION OF THE AGREEMENT

A. Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B. Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C. Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 - VACANT

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective as of, August 1, 2022 and shall continue in effect until July 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 13th day of October, 2022.

FOR THE EMPLOYER:

Mason Public Schools
Board of Education
201 W. Ash Street
Mason, MI 48854-1437



Gary Kinzer,
Superintendent

FOR THE Association:



Association Representative

APPENDIX A
WAGE SCHEDULE - HOURLY WAGE RATES

Employees having a hire date falling between July 1 and January 31 shall be granted a full year of experience for purposes of Step placement as of July 1st of the next contract year.
The 2023-2024 and 2024-2025 longevity stipends will be included in the first pay date in June of 2024 and 2025, respectively.

2022-2023

<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>	
<u>Class 1</u>	<u>Rate</u>	<u>Class 2</u>	<u>Rate</u>	<u>Class 3</u>	<u>Rate</u>
<u>Step 1</u>	16.56	<u>Step 1</u>	\$15.82	<u>Step 1</u>	\$13.68
<u>Step 2</u>	\$17.87	<u>Step 2</u>	\$17.17	<u>Step 2</u>	\$13.92
<u>Step 3</u>	\$18.55	<u>Step 3</u>	\$17.81	<u>Step 3</u>	\$14.16
<u>Step 4</u>	\$19.51	<u>Step 4</u>	\$18.77	<u>Step 4</u>	\$14.40
<u>Step 5</u>	\$19.81	<u>Step 5</u>	\$19.06	<u>Step 5</u>	\$14.64
<u>Step 6</u>	\$20.11	<u>Step 6</u>	\$19.35	<u>Step 6</u>	\$14.88
<u>Step 7</u>	\$20.41	<u>Step 7</u>	\$19.64	<u>Step 7</u>	\$15.12
<u>Step 8</u>	\$20.71	<u>Step 8</u>	\$19.93	<u>Step 8</u>	\$15.36
<u>Step 9</u>	\$21.01	<u>Step 9</u>	\$20.22	<u>Step 9</u>	\$15.60
<u>Step 10</u>	\$21.31	<u>Step 10</u>	\$20.51	<u>Step 10</u>	\$15.84
<u>Step 11</u>	\$21.61	<u>Step 11</u>	\$20.80	<u>Step 11</u>	\$16.08
<u>Step 12</u>	\$21.91	<u>Step 12</u>	\$21.09	<u>Step 12</u>	\$16.32
<u>Step 13</u>	\$22.21	<u>Step 13</u>	\$21.38	<u>Step 13</u>	\$16.56
<u>Step 14</u>	\$22.51	<u>Step 14</u>	\$21.67	<u>Step 14</u>	\$16.80
<u>Step 15</u>	\$22.81	<u>Step 15</u>	\$21.96	<u>Step 15</u>	\$17.04

2023-2024

<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>	
<u>Class 1</u>	<u>Rate</u>	<u>Class 2</u>	<u>Rate</u>	<u>Class 3</u>	<u>Rate</u>
<u>Step 1</u>	\$16.73	<u>Step 1</u>	\$15.98	<u>Step 1</u>	\$13.82
<u>Step 2</u>	\$18.05	<u>Step 2</u>	\$17.34	<u>Step 2</u>	\$14.06
<u>Step 3</u>	\$18.74	<u>Step 3</u>	\$17.99	<u>Step 3</u>	\$14.30
<u>Step 4</u>	\$19.71	<u>Step 4</u>	\$18.96	<u>Step 4</u>	\$14.54
<u>Step 5</u>	\$20.01	<u>Step 5</u>	\$19.25	<u>Step 5</u>	\$14.79
<u>Step 6</u>	\$20.31	<u>Step 6</u>	\$19.54	<u>Step 6</u>	\$15.03
<u>Step 7</u>	\$20.61	<u>Step 7</u>	\$19.84	<u>Step 7</u>	\$15.27
<u>Step 8</u>	\$20.92	<u>Step 8</u>	\$20.13	<u>Step 8</u>	\$15.51
<u>Step 9</u>	\$21.22	<u>Step 9</u>	\$20.42	<u>Step 9</u>	\$15.76
<u>Step 10</u>	\$21.52	<u>Step 10</u>	\$20.72	<u>Step 10</u>	\$16.00
<u>Step 11</u>	\$21.83	<u>Step 11</u>	\$21.01	<u>Step 11</u>	\$16.24
<u>Step 12</u>	\$22.13	<u>Step 12</u>	\$21.30	<u>Step 12</u>	\$16.48
<u>Step 13</u>	\$22.43	<u>Step 13</u>	\$21.59	<u>Step 13</u>	\$16.73
<u>Step 14</u>	\$22.74	<u>Step 14</u>	\$21.89	<u>Step 14</u>	\$16.97
<u>Step 15</u>	\$23.04	<u>Step 15</u>	\$22.18	<u>Step 15</u>	\$17.21

For the 2023-2024 contract year, members in their sixteenth year or beyond will receive a longevity stipend equal to \$50.00 for each year of service in the unit. Example: 20 years of bargaining unit service = \$1,000.00

2024-25

<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>		<u>CLASSIFICATION</u>	
<u>Class 1</u>	<u>Rate</u>	<u>Class 2</u>	<u>Rate</u>	<u>Class 3</u>	<u>Rate</u>
<u>Step 1</u>	\$16.81	<u>Step 1</u>	\$16.06	<u>Step 1</u>	\$13.89
<u>Step 2</u>	\$18.14	<u>Step 2</u>	\$17.43	<u>Step 2</u>	\$14.13
<u>Step 3</u>	\$18.83	<u>Step 3</u>	\$18.08	<u>Step 3</u>	\$14.37
<u>Step 4</u>	\$19.80	<u>Step 4</u>	\$19.05	<u>Step 4</u>	\$14.62
<u>Step 5</u>	\$20.11	<u>Step 5</u>	\$19.35	<u>Step 5</u>	\$14.86
<u>Step 6</u>	\$20.41	<u>Step 6</u>	\$19.64	<u>Step 6</u>	\$15.10
<u>Step 7</u>	\$20.72	<u>Step 7</u>	\$19.94	<u>Step 7</u>	\$15.35
<u>Step 8</u>	\$21.02	<u>Step 8</u>	\$20.23	<u>Step 8</u>	\$15.59
<u>Step 9</u>	\$21.33	<u>Step 9</u>	\$20.52	<u>Step 9</u>	\$15.83
<u>Step 10</u>	\$21.63	<u>Step 10</u>	\$20.82	<u>Step 10</u>	\$16.08
<u>Step 11</u>	\$21.94	<u>Step 11</u>	\$21.11	<u>Step 11</u>	\$16.32
<u>Step 12</u>	\$22.24	<u>Step 12</u>	\$21.41	<u>Step 12</u>	\$16.57
<u>Step 13</u>	\$22.54	<u>Step 13</u>	\$21.70	<u>Step 13</u>	\$16.81
<u>Step 14</u>	\$22.85	<u>Step 14</u>	\$22.00	<u>Step 14</u>	\$17.05
<u>Step 15</u>	\$23.15	<u>Step 15</u>	\$22.29	<u>Step 15</u>	\$17.30

For the 2024-2025 contract year, members in their sixteenth year or beyond will receive a longevity stipend equal to \$50.00 for each year of service in the unit. Example: 20 years of bargaining unit service = \$1,000.00

Classification 1 is comprised of the following secretarial positions: High School Principal; High School Secretary/Registrar; Middle School Principal; Elementary Principal; Director of Special Education; Athletic Department.

Classification 2 is comprised of the following secretarial positions: High School Assistant Principal; High School Assistant Principal/Attendance; High School Counselors; Middle School Assistant Principal.

APPENDIX B
GRIEVANCE REPORT FORM
SECRETARIAL UNIT

Grievance # _____

Distribution of Form

1. Human Resource Director
2. Building Principal or Immediate Supervisor
3. Association
4. Grievant

LEVEL I

Date of informational meeting: _____

LEVEL II

Submit to Building Principal or Immediate Supervisor in Duplicate

Date Received by Building Principal or Immediate Supervisor:

A. Date Cause of Grievance Occurred:

B. (If additional space is needed, attach an additional sheet.)

1. Article/Section Violated:

2. Statement of Grievance:

3. Relief Sought:

Signature of Grievant

Date

C. Disposition of Building Principal or Immediate Supervisor:

Signature

Date

D. Position of Grievant:

Signature

Date

E. Position of Association:

Signature

Date

LEVEL III

A. Date Received by Human Resource Director or Designee:

B. Disposition of Human Resource Director or Designee:

C. Position of Grievant

Signature

Date

Signature

Date

D. Position of Association:

Signature

Date

LEVEL IV

A. Date submitted by Association to the Superintendent:

Signature Date

B. Date Received by Superintendent or Designee:

C. Disposition of Superintendent or Designee:

Signature Date