

MENOMINEE AREA PUBLIC SCHOOLS

MENOMINEE, MICHIGAN

WORKING REGULATIONS FOR

SECRETARIES

OFFICE CLERKS

JULY 1, 2022 - JUNE 30, 2025

Menominee Area Public School District is an equal opportunity employer and will not discriminate on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, or handicap. Persons denied equal opportunity based on these conditions may file a complaint with the High School Principal, Menominee Area Public Schools Compliance Coordinator at 906-863-9951 and/or The Michigan Civil Rights Commission, Lansing, Michigan.

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RECOGNITION

The Board of Education recognizes that these working regulations pertain to secretaries, receptionists, and attendance clerks employed in the Menominee Area Public Schools. Excluded from these regulations are any student, substitute employee and/or temporary help, and District Office employees who are not secretaries, receptionists, or attendance clerks.

TYPES OF EMPLOYEES

1. Full-Time Employees: Twelve (12) or ten (10) month employees who are scheduled to work eight (8) hours per day, forty (40) hours per week on a permanent, salaried basis.
2. Part-Time Employees: An employee who is scheduled to work less than eight (8) hours per day, or less than 40 hours per week, or less than ten (10) months per year. Part-time employees are eligible for employee benefits only as specified at the time of their hiring.
3. Substitute Employees: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
4. Twelve Month Employee: An employee covered under this contract, whose dates of employment cover the full span of the twelve (12) month calendar year and who is entitled to full employee benefits as stipulated in this contract.
5. Ten Month Employee: An employee covered under this contract whose term of employment consists of two hundred twenty (220) to two hundred twenty-five (225) work days as scheduled in Article X of this agreement. These days shall be served within the time span of three (3) weeks prior to the start of the school year and two (2) weeks after the end of the school year, or at a time mutually agreed upon by the employee and their supervisor.

Said employees are entitled to full-time employee benefits at 80% of the contract-stipulated rate and the inclusion of ten (10) paid holidays in their salary. Vacation days shall be defined as the extra days within their work calendar not included in their 220 - 225 work days and ten (10) holidays.

JOB CLASSIFICATIONS

1. Secretary: An individual occupying a job that regularly requires use of the following skills: Dictation/shorthand or equivalent, advanced typing skills, bookkeeping skills, record keeping skills, advanced office machine operations, filing, supervisory responsibilities, receptionist and telephone communication skills, and other duties as may be specified.
2. Receptionist: An individual occupying a job that regularly requires use of the following skills: filing, basic typing, basic office machine operation, bookkeeping skills, record keeping skills, telephone communication skills, and other duties as may be specified.
3. Attendance Clerk: An individual responsible to the administrator in charge of attendance. The attendance clerk duties involve: typing correspondence, maintaining attendance records, conducting pre-conference screening sessions with students, telephone communication skills and other duties as may be specified.

WORKING REGULATIONS FOR SECRETARIAL AND OFFICE PERSONNEL

- I. **SICK LEAVE** – Absence in case of personal illness
 1. All full-time employees absent from duty on account of their own personal illness shall be paid their full salary, up to twelve (12) days during any one full year (12 month) or ten (10) days during any school year (10 months), except when additional sick days have been accumulated in that employee's sick bank.
 2. Unused sick days will be accumulated to one hundred ten (110) days. An employee retiring from the district who has ten or more years of service with the district and qualifies for retirement with the Michigan Office of Retirement Services, will receive forty dollars (\$40.00) for every unused sick leave day they have accumulated. Upon proof of retirement qualification being made to the Superintendent, payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding Special Pay plans. Payout will be over a two year time span in accordance with the Special Pay plan payout option or one lump sum at the Superintendent's or designees discretion.
 3. Up to five (5) days of an employee's annual sick days may be used by the employee for the serious illness of his or her immediate family. Immediate family means the employee's own spouse, child, or dependent, parents and parents-in-law. Serious illness means illness that requires the services of a physician.

4. The Superintendent or designee reserves the right to require proof of personal injury or sickness by a doctor's certificate when returning from a sick leave.
5. A probationary employee shall be credited with sick leave during their probationary period (see "VI-Probationary Employees"). However, the probationary employee shall be required to pay for sick leave used if the probationary employee does not complete the probationary period.
6. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board of Education for the duration of his/her illness, not to exceed one (1) year. Such leave will not be granted to probationary employees. Requests for such leave shall be made in writing, to the Superintendent or designee. They may require medical certification at any time that the employee is able to continue employment.
7. An employee granted such unpaid leave shall not be eligible for fringe benefits, accrue retirement, sick leave, or seniority during the period of such leave.
8. A pool of thirty (30) non-accumulative days will be established each year by the district to be used by secretarial employees who have used all other available paid leave. Days may be used from the bank for long-term continuous illnesses, medical operations, or injuries, in which the employee will miss work for a minimum of two weeks. No individual employee may use more than 10 days from the bank in a school year. A committee consisting of two secretarial employees will review and make a determination for each request made to use the sick leave bank. In the event the committee cannot reach a decision, the superintendent or designee shall render a final decision.
9. There will be a bonus incentive of \$100 payable on the last payroll for using 5 or less sick days per school year.

II. FAMILY AND MEDICAL LEAVE ACT - An employee may be granted up to 12 weeks of unpaid leave in accordance with the Family Medical Leave Act. NOTE: Refer to Board Policy #3430.01 - Family Medical Leave of Absence. An employee on Family and Medical Leave Act leave may use their available sick leave up to a maximum of six weeks or the duration of the disability. This leave will be granted in accordance with written instruction from the employee's physician.

III. FUNERAL LEAVE – An employee may be allowed up to four (4) working days, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparents and grandchildren, or a member of the employee’s household, extended family through marriage or other situations approved in advance by the Superintendent or designee. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.

IV. PERSONAL BUSINESS

1. A full-time employee (12 months or 10 months) shall be entitled to two personal days per year. The Superintendent or designee shall determine, by previous arrangement, the validity of this leave. Except in case of emergency, employees will provide adequate advance notice. Personal business days not used may be accumulated to a maximum of two (2) personal days for future use.
2. Such leave shall be used for non-medical matters which cannot be scheduled outside regularly scheduled hours of work and shall be made in writing through the employee’s supervisor.
3. It is understood that it is not the intent of personal leave to extend a vacation, holiday, weekend or sick leave. The Superintendent or designee has the right to deny personal business days if it will disrupt the normal operation of the department in question.

V. JURY DUTY – Any secretarial and/or office employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Verification of jury duty will be required.

VI. PROBATIONARY EMPLOYEES – New employees hired part-time, and full-time (12 months or 10 months), shall be considered as probationary employees for the first one hundred eighty days (180) consecutive working days of their employment. The probationary employee shall be entered on the seniority list from the date of hire. However, there shall be no seniority among probationary employees. Probationary employees may be discharged with or without cause or notice.

VII. SUMMER SECRETARIAL WORK SCHEDULE (JUNE TO AUGUST)

1. Equalization of Work – Summer secretarial work schedules shall be divided as equally as possible among employees working as secretaries. Any employee in this classification shall have the right to refuse summer work but such refusal shall be charged against his/her equalization. Any request or refusal of summer work shall be in writing and initiated by the building principal and the employee.
2. Summer Work Hours – The Superintendent or designee shall provide a shortened work schedule during the summer months to commence no later than one week following the close of school and ending no earlier than one week prior to the beginning of school in the fall. The number of hours worked per day may not exceed six and one half (6 ½) hours, unless mutually agreed upon between the employee and the employer. The schedule of hours will be determined by the superintendent or designee.

Summer work hours will be in effect during school calendar vacations, if the building principal determines that work should be done during the vacation period. Exceptions to the above may be made in cases of emergencies.

VIII. LUNCH BREAKS – Employees will be permitted one uninterrupted lunch break of thirty (30) minutes daily. Supervisor and/or Principal will set up lunch schedules. Lunches will be taken at assigned times. Telephones in all offices will be covered during lunch breaks. Offices with more than one secretary may need to have staggered lunch breaks as scheduled by supervisor or principal.

Lunch Breaks shall not be used for:

- a. Banking time from day to day in order to accumulate additional time off.
- b. Requesting compensatory time off.

IX. WORK WEEK – The normal workweek for full-time and part-time employees shall be forty (40) hours per week and will conform to the office hours set by the superintendent or designee. Efforts shall be made to set reasonable, and where possible, normal office hours in the school district. Exceptions to any of the above shall be granted only upon authorization and verification of the superintendent or designee.

X. WORK CALENDARS – The Superintendent or designee will determine the yearly calendar for employees in the group within the time frame of three (3) weeks prior to the start of school and two (2) weeks after the end of the school year. The Board reserves the right to alter the calendar.

- a. 12 Month Employees – The dates/hours of employment for 12 month employees covered under this contract shall be eight (8) hours per day, forty (40) hours per week and cover the full span of the twelve (12) month calendar year.
- b. 10 Month Employees – The dates/hours of employment for 10 month employees covered under this contract shall be eight (8) hours per day, forty (40) hours per week and occur within the time span of three (3) weeks prior to the start of the school year and two (2) weeks after the end of the school year.
- c. Part-time Employees – The dates/hours of employment for part-time employees shall be determined on a case by case basis at the time of employment

XI. VACATION – (The vacation year shall be July 1 through June 30):

- 1. A full-time employee shall be eligible to accrue vacation days after attaining non-probationary status, retroactive to the first day of official permanent employment. Employees shall earn vacation days in accordance with the vacation schedule, see below based upon the service rendered during a fiscal year (July 1 to June 30).
- 2. Credit will be received only for those months in which an employee received pay for the majority of the scheduled working days of that month.
- 3. Vacation leave shall carry over no more than 5 or less days of vacation to the next year. No more than 10 days in a 2 year period.
- 4. If an employee is laid off or retires, he/she will receive any unused vacation days accrued during the fiscal year.
- 5. Vacation credit shall be paid at the daily rate of their regularly scheduled work day.
- 6. Vacations are to be arranged by mutual consent with the employee's supervisor. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Preference shall be accorded to employees on a seniority basis.
- 7. In recognition of the importance of having effective supervision at all times, secretaries in multi-secretarial offices may not take their vacation day leave at the same time, nor may their vacation leave overlap. Exceptions may be made only with the authorization of the superintendent or designee.

8. **VACATION SCHEDULE (12 Month Employees):**

- a. Zero (0) to one (1) year prorated (based on ten (10) days)
- b. One (1) year, but less than seven (7) years, ten (10) days vacation
- c. Schedule – years of experience completed/days of vacation:

7 years	11 days	14 years	17 days
8 years	12 days	15 years	17 days
9 years	13 days	16 years	18 days
10 years	15 days	17 years	19 days
11 years	15 days	18 years	19 days
12 years	15 days	19 years	20 days
13 years	16 days	20 years	20 days
- d. After twenty (20) years, add one (1) day for each year of experience, up to a maximum of twenty-five (25) years experience e.g., twenty-one (21) years experience qualifies for twenty-one vacation days; twenty-three (23) years experience qualifies for twenty-three vacation days; twenty-five (25) years experience qualifies for twenty-five (25) vacation days).
- e. The anniversary date of the individual’s date of hire is used to determine the number of vacation days available. If the employee’s anniversary date falls during the school year and entitles the employee to an additional vacation day, the additional day will be added on July 1 of the current year.

9. **VACATION (10 Month Employees)**

- a. Based on years of experience, each ten (10) month employee is guaranteed the following number of vacation days during their annual work calendar:
 - 0-7 years – 10 days
 - 8 years – 11 days
 - 9 years – 12 days
 - 10 years – 13 days
 - 11 years – 14 days
 - 12 years – 15 days
- b. Vacation days may be requested as leave by mutual consent with the employee’s supervisor. Vacation leave shall be requested at a time when the employee’s absence will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacation day leaves shall be scheduled at a time satisfactory to the employee. Preference shall be accorded to employees on a seniority basis.

- c. Vacation days may not be requested during the first two weeks and the last two weeks of the ten (10) month employees work calendar unless emergency or extenuating circumstances are present.

XII. HOLIDAY PROVISIONS

All employees will be paid straight time for recognized holidays that occur within their work calendar. The term "Holiday" shall mean one of the following days:

- 1. New Year's Day 1 Day
- 2. Good Friday 1 Day
- 3. Easter Monday 1 Day
- 4. Memorial Day 1 Day
- 5. July 4th. (12 Month Employees Only) 1 Day
- 6. Labor Day 1 Day
- 7. Thanksgiving Day 1 Day
- 8. Friday After Thanksgiving Day 1 Day
- 9. Christmas Eve Day 1 Day
- 10. Christmas Day 1 Day
- 11. New Year's Eve Day 1 Day

Eligibility: Employees shall be eligible for holiday pay only if he/she works the scheduled work day prior to and the next scheduled work day after such holidays. An employee shall not forfeit his/her holiday pay if absent due to the following conditions:

- 1. Absent from work due to a verified personal illness and on paid sick leave.
- 2. An employee is on vacation prior to and immediately following such holiday (this circumstance will result in the vacation being extended one day.)

XIII. INSURANCE - The employer and employee will share the cost of the premium for medical benefits. Per Public Act 152 of 2011, the employer will make contributions to a negotiated medical benefit for eligible employees to be paid at the following annual amounts:

- Single: \$7,399.47
- 2 Person: \$15,474.60
- Family: \$20,180.43

At the person's option, the employer will pre-fund legal allowable amounts of the deductible amount annually to each member's Health Savings Account (HSA) by January 1 of each year. The employer shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for the single/spouse and family. You may choose to contribute additional money towards your HSA. The employer will provide the non-medical benefits for all benefit packages at 100% cost to the employer.

A \$5,300 stipend for those opting cash in lieu of insurance. This option includes waiving

dental, vision and \$5,000 in life insurance. The cash stipend would be paid in three equal installments, the first payment with the second payroll in October, the second payment on the second payroll in January, and the third payment with the first payroll in June.

XIV. LONGEVITY - An employee shall qualify for a longevity allowance after ten (10) years of uninterrupted service to the district in the same employee classification. The longevity rate shall be Thirty Dollars (\$30) per year of service. July first (1st) will be the eligibility date for counting applicable years. Employees who were originally hired to start at the beginning of a particular school year will count their first year of service as of their starting date for the beginning of the first school year. Subsequent years will be counted as of the regular July first (1st) anniversary contract date. The annual longevity payment will be made in two payments - one prior to Christmas and one in June.

If an employee retires at the end of the school year or on June 30th, no additional longevity payment will be extended to them. If an employee retires during a given year their payment will be prorated according to the amount of time they work into the new year.

XIV. ACTIVITY PASSES - Activity passes shall be issued to secretarial employees covered by this agreement. Passes are to be used only by the designated secretarial employee and his/her spouse. The Board will determine activity pass availability in subsequent years, consistent with the policy for other employee groups.

XVI. OVERTIME - Overtime may be claimed for hours approved by the building Administrator and Superintendent, or designee, and shall be paid at their regular rate, or time and one-half of the employee's corresponding equivalent hourly rate for all hours in excess of 40 paid hours per week or ten paid hours per day. Such overtime is not to be for casual or minor work time extensions, but should be defined, and approved in advance by the employee's supervisor.

XVII. EMPLOYEE EVALUATION - Employee evaluations shall be held on an annual basis. Evaluations will be conducted by the building administrator or immediate supervisor and be completed by April 1. The evaluation may consist of self-evaluation, observation, job target performance, and/or performance review. The employee may have an opportunity to respond to evaluation comments in written form within ten (10) calendar days, to be attached to the evaluation and included in the personnel file.

XVIII. SHARED WORK - At such time of the year when the volume of work in an employees assigned area is less than a normal workload, the employee shall contact the district office and request to share in the work of any overburdened office in the district.

XIX. TRANSFER AND VACANCIES – All new positions or vacated positions in the

secretarial, receptionist or attendance clerk classification shall be posted with each member for five (5) work days. Employees may request transfer in writing. Each internal applicant will be evaluated on their qualifications for the posted position. The candidate (internal or external) that best meets the stated qualifications as determined by the direct supervisor will be awarded the position. When two candidates are judged to have equivalent qualifications, the internal candidate with the higher seniority will be awarded the position. After serving a probationary period of sixty (60) days in the position, the individual will be evaluated by the direct supervisor. If the supervisor determines that the performance of the Individual during the probationary period has been unsatisfactory, the Individual may be returned to the position they held most recently. An employee shall request only one internal transfer within a twelve (12) month period.

- XX. EMERGENCY SCHOOL CLOSINGS** - When schools are closed and pupil instruction is not provided because of conditions within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities, employees shall not be required to report to their job assignments. These employees shall be paid up to five (5) snow days. Should the number of these days exceed five (5) days then the employee shall have the option of using a vacation day, personal business day or take a day without pay.
- XXI. LONG TERM DISABILITY** - Once a full time employee has missed work because of an illness or injury for sixty (60) consecutive calendar days, the full time employee will be eligible to receive long term disability benefits. The benefit will be 66 ⅔ percent of the daily rate of pay until age 65, with a maximum payment of \$3,000 per month.
- XXII. SEVERANCE**
An employee who retires after ten years of service to the district shall be eligible to receive fifty dollars (\$50) for each full year of active service to the district.
- XXIII. DURATION OF AGREEMENT** – This agreement shall be in effect from July 1, 2022 through June 30, 2025.
- XXIV. BOARD RIGHTS** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other law or regulation. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement, are retained by the Board.

EMERGENCY MANAGER - An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act. MCL 423.215 (7)

For the Secretarial/Clerical Group

Menominee Area Public Schools'
Board of Education

By: _____
(Representative)

By: _____
(Superintendent)

Date: _____

Date: _____

**Menominee Area Public Schools
Menominee, Michigan**

2022 - 2025 SCHOOL YEAR

Secretarial/Clerical

APPENDIX "A"

2022-2023

CURRENT EMPLOYEES - Retroactive pay raise of \$2.00/hr for all current employees hired prior to July 1, 2022 in addition to their current pay.

2023-2024

Pay raise of \$1.00/hr for all current employees, in addition to their current pay.

2024-2025

Wages are open for negotiations

	<u>2022-2023</u>	<u>2023-2024</u>
0 - 2 years experience	\$18.00 per hour	\$19.00 per hour
3 - 5 years experience	\$19.50 per hour	\$20.50 per hour
6 - 10 years experience	\$21.00 per hour	\$22.00 per hour
11 - 15 years experience	\$22.50 per hour	\$23.50 per hour
16 - 20 + years experience	\$24.00 per hour	\$25.00 per hour

**Menominee Area Public Schools
Menominee, Michigan**

SECRETARY SENIORITY LIST

2022 - 2025 SCHOOL YEAR

APPENDIX "B"

Number of Years of Service
through June 30, 2022

All employees listed are secretaries

	Hours Daily	Name	Location
25	8	Bland, Michelle	Blesch
17.58	8	Unti, Darnece	Bus Garage
14.65	8	Desotell, Lorrie	Jr/Sr High
1.2	8	Wagner, Michelle	Jr/Sr High
1	8	Buelteman, Karie	Central

DETERMINATION OF SENIORITY:

For the purposes of determining seniority, beginning with the 1997-98 school year, 1760 hours will equal one (1) year of seniority.

SECRETARY SENIORITY LIST:

The district will prepare and make available a new seniority list prior to the beginning of each school year.