

June 30, 1972

AGREEMENT

BETWEEN

CLARENCEVILLE SCHOOL DISTRICT

and

SECRETARIAL ASSOCIATION OF CLARENCEVILLE

Clarenceville School District

TABLE OF CONTENTS

	PAGE NO.
Purpose	1
Article I - Recognition	2
Article II - Employee's Rights	3
Article III - District Rights	4
Article IV - Employee Health Certification	5
Article V - Probation	6
Article VI - Salaries and Classification	7
Article VII - Compensations	8 - 10
Article VIII - Leave With Pay	11
Article IX - Leaves Without Pay	12 - 13
Article X - Conferences and Conventions	13
Article XI - Strikes and Sanctions	14
Article XII - Grievance Procedures	14
Article XIII - Negotiating Procedures	15
Article XIV - Miscellaneous Provisions	15
Article XV - Duration of Agreement	15

This AGREEMENT made and entered into this 30th day of June, 1969, and between the Clarenceville School District of Oakland and Wayne Counties, Michigan, hereinafter referred to as the "District" and the Secretarial Association of Clarenceville, hereinafter referred to as the "Association".

PURPOSE

The Clarenceville School District is a unit of government, governed by the laws of the State of Michigan as set forth in the School Code of 1955, as amended, or any successor statute thereto: and that the District has obligations to the citizens and taxpayers, as well as to the State of Michigan to operate efficiently, economically and prudently and to maintain adequate and uninterrupted service to the public and children therein.

The parties hereby resolved by collective bargaining, in good faith, differences concerning wages, hours and working conditions, and appropriate means of resolving them, without interruption of the school program.

ARTICLE I - RECOGNITION

- A. The District hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work including bookkeepers, clerks, receptionists, supervisory and executive personnel. However, the secretary to the superintendent and the head bookkeeper shall be excluded from the secretarial salary schedule.
- B. The District agrees not to negotiate with any other representative of personnel, so long as this Association shall be certified as the exclusive bargaining agent for the personnel of this Agreement.
- C. Within thirty (30) days of the beginning of their employment hereunder, an eligible employee may sign and deliver a written authorization on such forms as the District may require authorizing deduction from such employees pay, dues or assessments for Association membership. The District shall remit such deductions to the appropriate organization not more than once per month during the term of such employee's employment with the District. The District shall have no liability other than the transmittal of such funds to the Association. The employee may cancel such authorization, in writing, at any time.

ARTICLE II - EMPLOYEES RIGHTS

- A. The Association and its members shall have the right to use the school building facilities at all reasonable hours according to District policy for Association business.

- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries.

ARTICLE III - DISTRICT RIGHTS

The District retains all rights and powers in accordance with applicable laws and regulations to manage the enterprise and to direct and assign the employees.

ARTICLE IV - EMPLOYEE HEALTH CERTIFICATION

- A. In order to provide continuing health protection for students and other school personnel it is agreed that:
1. Upon initial employment each employee shall provide by certification of his private physician evidence of:
 - a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year; and that such physical examination fee to be reimbursed by the District not to exceed \$7.00.
 - b. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray, evidence of the test to be submitted to the District.
 - c. If, for any reason, the District requests an employee to have an additional physical examination by his own physician or one recommended by the District, such an examination shall be at the expense of the District.

ARTICLE V - PROBATION

- A. A probationary period is the time an employee is proving his merit to his supervisors. During the probationary period he is not entitled to any fringe benefits.
- B. A probationary period of 90 days shall be served by all new employees.
- C. At the end of three months, a written statement, signed by the immediate supervisor and the employee, shall be filed with the Business Manager specifying satisfactory or unsatisfactory performance.
- D. Regular full-time employees shall be granted seniority standing, including time spent on probationary status.

ARTICLE VI - SALARIES AND CLASSIFICATION

- A. The salaries and classifications of secretaries covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one (1) year term of this Agreement.
- B. Each position shall be on schedule according to the Salary and Classification Schedule adopted and the Association President shall receive in writing the new employee and classification and starting salary.
- C. The weekly rates of pay shown on the salary schedule are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, forty eight weeks or more will be considered as being employed full-time.
- D. Annual increment raises shall be automatic at anniversary date.
- E. At the time of employment, the Business Manager shall evaluate all previous experience for placement on salary schedule. A maximum of three years experience may be allowed.

ARTICLE VII - COMPENSATIONS

A. INSURANCE

1. In addition to other compensations provided by this Agreement the District shall pay hospital and medical insurance premiums for all employees and immediate family who qualify for full family comprehensive coverage. This does not include riders to the policy.

The District shall provide all employees with Term Life Insurance in the amount of \$2500.00.

B. PAID HOLIDAYS

The following paid holidays will be allowed providing school is not in session for the fiscal year 1969-70:

September 1	Labor Day
November 27, 28	Thanksgiving
December 24, 25, 26	Christmas
December 31	New Years Eve
January 1, 2	New Years
March 27	Good Friday
May 30	Memorial Day
July 4	Independence Day

C. VACATIONS

For the purpose of computing vacations, the year shall be from July 1st through June 30th.

1. All full-time employees shall be granted a vacation with pay, computed as of June 30th.
 - 1 through 5 years - 2 weeks
 - Beginning the 6th year, for each additional year served through 10 years, 1 additional day.
 - Over 10 years - 3 weeks
2. Secretaries who work full-time shall normally be expected to take their vacation in the summer unless otherwise requested. Vacation pay shall be paid to each secretary on the last pay day before such secretary's vacation period if requested at least two weeks before the above mentioned pay day.
3. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
4. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, secretaries shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned provided such a resignation or termination is in accordance with this agreement.

D. TRANSFERS

Any employee who shall be transferred to a supervisory or executive position and shall later return to a position covered by this agreement shall be entitled to retain such rights as she may have had under this agreement prior to such transfer to supervisory or executive status, including seniority.

E. VACANCIES AND PROMOTIONS

1. Job openings and job vacancies, along with a resume of job descriptions, shall be posted in a designated location in school buildings where employees are regularly located. No vacancy shall be filled except in one of emergency on a temporary basis, until such vacancy shall have been posted for at least five working days.
2. Any employee on permanent status may apply for such vacancy. In filling such vacancy the District agrees to give due weight to the background, attainments and skills of all applicants, and the length of time each has been an employee of the District.
3. When an employee is promoted to a higher level the step of pay shall be advanced to a rate equal to, or higher than the present rate from which the promotion was made.
4. Insofar as practicable, all vacancies will be filled by promotions from within its staff and all employees are encouraged to plan and prepare for promotional opportunities. However, this section does not preclude hiring from without.
5. Should a reduction of the staff be necessary, the District agrees that an employee with greater service in classification shall be given preferences with less service. Any employee whose services are so terminated shall be notified in writing at least two weeks in advance by the District and shall retain her earned vacation time.
6. When employees whose services have been so terminated are to be re-employed, those having the greatest service shall be recalled first for those positions for which they are qualified.

F. RESIGNATION

Any employee who resigns shall file a resignation form with the District through the Business Manager's office at least two weeks prior to the effective date.

G. WORKING CONDITIONS

1. WORKING HOURS

- A. The regular work week shall consist of 40 hours during the school year and 37 1/2 hours during the summer months; summer months being the time from the Monday following the last day of school through the week before school starts. In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half day; the completion of six (6) hours shall be considered a full day of work.

ARTICLE VII - LEAVE WITH PAY

- A. All employees regularly employed, including full or part time, who are absent from duty because of personal illness or illness in the immediate family or quarantine shall be allowed annual sick leave at full pay at the regular rate of one working day per month up to twelve (12) days per year. The unused portion of each year's leave shall be allowed to accumulate up to 100 days. The purpose of accumulated sick leave is for the financial protection of the employee in the event of and during personal illness, and medical proof of such illness shall be the basis for granting sick leave pay for days used from accumulated sick leave.

B. BEREAVEMENT

All employees shall receive up to five (5) days leave, if necessary, with pay without deduction from sick or personal business days, because of death in the immediate family.

The immediate family shall be interpreted as husband or wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandchild or any person in loco parentis.

C. PERSONAL BUSINESS

All employees shall be permitted two (2) days per year for personal business without deduction from sick leave.

- D. An employee who is absent because of an injury or disease for which he is receiving compensation under the Michigan Workmen's Compensation Law shall receive from the District the difference between the benefits received under the Workmen's Compensation Law and the employee's regular salary, with no subtraction of sick leave, for the period during which the employee receives the benefits, but in no event more than one year from the date of injury.
- E. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:
1. Absence when an employee is called for jury service, Any employee shall receive the difference between jury duty pay and the employee's regular pay.
 2. Court appearance or subpoena as a witness in any case connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any school connected proceedings.
 3. Authorized absence due to a bodily injury, inflicted by a student or injury in the line of duty not covered in Section D.

ARTICLE IX - LEAVES WITHOUT PAY

A. The following shall constitute the agreement governing leaves of absence without pay granted to employee personnel. Leaves not in excess of one year shall be granted for the following reasons (excluding military leave):

1. Health, Maternity, Study or Travel:

All leaves of absence shall be subject to the following provisions:

- a. Eligibility for any leave of absence requires a minimum of two years continuous employment of the School District immediately prior to such leave of absence.
- b. An extension of the leave of absence may be granted by the District.
- c. While an employee is granted a leave of absence, he shall retain the following rights held by him before such leave was granted:
 1. A position on the staff, if available.
 2. Upon returning from a leave of absence the unused sick leave held at the start of the leave of absence will be retained by the employee.
- d. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her duties.
- e. Leaves of absence for specific reasons shall also be governed by the following provisions:

1. Health, Maternity Leave

Health leaves, when recommended by a physician, shall be granted up to a maximum of one year, to commence after all sick time is used.

2. Study or Travel Leave

Study or Travel leave may be granted for a maximum of one year.

3. Military Leave

Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Personnel returning from military leave must request reinstatement and such request must be accompanied by proof that he is qualified to perform the duties of this employment with the District. The application for reinstatement must be made within 90 days from the date of honorable separation from Service. Employees on military leave shall be given the benefit of sick leave allowance which would have been credited to them had they remained in the active service to the school system.

ARTICLE X - CONFERENCES AND CONVENTIONS

- A. Membership in the O.A.E.S. and/or M.A.E.S. is required of the employee making application to attend a conference or convention related to above organizations. Request for school connected conference or convention participation should be routed through the immediate supervisor.
- B. All eligible employees may be granted permission to attend the Oakland Association for Educational Secretaries meeting held one day each fall. Those employees who do not attend this meeting will be expected to work or forfeit the day's pay.
- C. Approval may be granted for the designated delegate to attend any school connected national or regional conference or convention approved by the District upon the recommendation of the Superintendent.
- D. Eligible employees of the staff may be permitted to attend the M.A.E.S. workshop in August normally held at Ferris Institute, and the District shall cover the established expenses. A school vehicle may be used for transportation. An evaluation report shall be submitted to the Superintendent within ten (10) days of said workshop.
 - 1. If a school vehicle is not available, an expense account sheet shall be submitted for travel.

ARTICLE XI - STRIKES AND SANCTIONS

The Association will in no way encourage strike action of any type during the term of this agreement.

ARTICLE XII - GRIEVANCE PROCEDURES

Grievances shall be limited to alleged violations of the express provisions of this agreement:

- A. All grievances shall be placed in writing and submitted to the employee's immediate supervisor. They shall name and be signed by the employees involved and shall contain a statement of facts upon which the grievances are based, a reference to the articles and sections of the Agreement which have been allegedly misinterpreted or violated and shall state the relief requested.
- B. If the immediate supervisor is unable to resolve or satisfy the grievances within five (5) working days the employee shall refer the grievance to the Superintendent of Schools. If the Superintendent is unable to resolve the grievance within ten (10) working days, it shall be then referred to the Board. No member of the Secretarial Association is to appear before the Superintendent or the Board without an officer of said Association present.
- C. If the Board of Education or its designees and the Association are unable to agree on a disposition of the grievance within ten (10) days after such failure to agree, the parties will attempt to resolve the matter through the advisory services of the State Labor Mediation Board.

ARTICLE XIII - NEGOTIATING PROCEDURES

Negotiations should be completed by the termination date of the existing agreement unless a written extension is agreed upon by both parties.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.
- B. Copies of this Agreement shall be printed at the expense of the District and presented to all eligible employees now employed or hereafter employed by the District.
- C. Reference to the District or Board of Education shall refer to the school administrative personnel, the Board of Education, and the school district, where appropriate or required to provide the proper meaning to the terms of this Agreement. No such references shall in any manner be deemed to impose any personal liability or responsibilities on any board member, officer or trustee, or administrative personnel of the District.

ARTICLE XV - DURATION OF AGREEMENT

This Agreement and the provisions hereto, when signed by the proper officers of the Board and the Association shall become operative as of July 1, 1969, and shall continue to and include June 30, 1972.

However, thirty (30) days prior to the first of May of every year of this Agreement, the Parties agree to meet to negotiate revisions of salary ranges and fringe benefits identified herein based upon an evaluation of the District's then available operating funds for payment of salaries and the like.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION - CLARENCEVILLE SCHOOL DISTRICT

By _____ President

By _____ Secretary

SECRETARIAL ASSOCIATION OF CLARENCEVILLE

By _____ President

By _____ Secretary

SECRETARIAL/CLERICAL

Classifications of Job Assignments

LEVEL I	Assistant Superintendent Business Manager Payroll	Secretary Secretary Clerk	LEVEL III	Librarians Non-Certified Records Clerk Receptionist Student Funds/Child Acc't.	Secretaries Clerk Clerk-Typist Clerk-Typist
LEVEL II	Administrative Assistant All Principals Special Services - Director Counselors Receiving Clerk	Secretary Secretaries Secretary Secretaries Clerk	LEVEL IV	Mail Clerk Clerical (Typing-Filing)	Clerk
			LEVEL V	Substitutes	

SALARY SCHEDULE

LEVEL	RATE	BASE	6 Mos.	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
I	Week	\$98.00	\$100.00	\$104.00	110.00	\$116.00	\$122.00	\$128.00	\$134.00	\$140.00
	Hour	2.45	2.50	2.60	2.75	2.90	3.05	3.20	3.35	3.50
II	Week	\$90.00	\$92.00	\$96.00	\$102.00	\$108.00	\$114.00	\$120.00	\$126.00	\$132.00
	Hour	2.25	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30
III	Week	\$86.00	\$88.00	\$92.00	\$98.00	\$104.00	\$110.00	\$116.00	\$122.00	\$128.00
	Hour	2.15	2.20	2.30	2.45	2.60	2.75	2.90	3.05	3.20
IV	Week	\$82.00	\$84.00	\$88.00	\$94.00	\$100.00	\$106.00	\$112.00	\$118.00	\$124.00
	Hour	2.05	2.10	2.20	2.35	2.50	2.65	2.80	2.95	3.10
V	Hour	\$2.00		\$2.10	\$2.25					

NOT TO GO BEYOND 3 YEARS EXPERIENCE LEVEL WHEN HIRING NEW EMPLOYEES.

Any personnel who shall be assigned and attend any meeting of the Board of Education for the purpose of taking minutes thereof other than the regular working hours shall be paid \$15.00 per meeting.