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June 30, 1976

AGREEMENT

BETWEEN

THE BAY CITY BOARD OF EDUCATION and
THE SECRETARIAL AND CLERICAL ASSOCIATION

COVERING THE YEARS

1973-74 through 1975-76

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MASTER AGREEMENT

This Agreement entered into this 28th day of November, 1973, by and between the Board of Education of the City of Bay City, Michigan, hereinafter called the "Board" and the Bay City Public Schools Secretarial and Clerical Association, hereinafter called the "Association".

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to ACT 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Relations Employment Act, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, terms, and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Section 1.1

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 336 Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, and later acts for all full-time and regular part-time personnel engaged in Secretarial and Clerical work and full-time and regular part-time Aides employed by the Board whether under contract or on leave (including those in the probationary period), as described in the 1970, - 1971 Bay City Secretarial and Clerical Job Classification, excluding students in training or co-op students. The Association representation shall include all personnel assigned to newly created Secretarial and Clerical or Aide positions which would fall within the above defined Bargaining Unit. All personnel represented

by the Association in the above defined Bargaining Unit shall, unless otherwise indicated, hereinafter be referred to as "Member of the Bargaining Unit". Reference to female personnel shall include male personnel.

Section 1.2

The Board agrees not to negotiate with any Secretarial/Clerical organization, or individual, other than the Association, for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual member of the Bargaining Unit from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment if requested by the Bargaining Unit Member.

ARTICLE II

RIGHTS OF THE ASSOCIATION

Section 2.1

Pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, the Board hereby agrees that every employee in the Bargaining Unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member of the Bargaining Unit in the enjoyment of any right conferred by said Act 336 as amended by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any member of the Bargaining Unit with respect to hours, wages, or any terms of employment by reason of her membership in the Association, her partici-

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

Section 2.2

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or any arbitrator appointed pursuant to the provisions of this Agreement.

Section 2.3

The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Building Principal or Business Manager. No member of the Bargaining Unit shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Association and its members.

Section 2.4

The Board agrees to furnish to the Association in response to reasonable written requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports, audits, tentative budgetary requirements and allocations, census and membership data, names and addresses of all members of the Bargaining Unit, and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. The sick leave register shall be available to designated representatives of the Association

at the Accounting Office.

Section 2.5

The Association shall be advised by the Board of any new or modified fiscal, budgetary or tax program or revisions of the structural setup which will effect positions of any employee covered by this Master Agreement which are proposed or under consideration and the Association shall be given reasonable opportunity to consult with the Board with respect to the above said matters prior to their adoption and/or general publication.

Section 2.6

It is agreed and recognized, however, that except for expenditures contained in any annual budget, which are required by the terms of this Agreement, the authority to all parts of the annual budget of the School District resides exclusively with the Board and during the terms of this Agreement, shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

Section 2.7

Notwithstanding their employment, members of the Bargaining Unit shall be entitled to full rights of citizenship and no religious or political activities of any member of the Bargaining Unit or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Bargaining Unit. The private and personal life of any member of the Bargaining Unit is not within the appropriate concern or attention of the Board.

Section 2.8

The Provisions of this Agreement, and the wages, hours, terms and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association

with the activities of any employee organization.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.1

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Section 3.2

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

ARTICLE IV

PROFESSIONAL DUES OR SERVICE FEES AND PAYROLL DEDUCTION

Section 4.1

Upon completion of the set probationary period, all personnel in the employ of the Board of Education who are paid according to the Secretarial/Clerical schedule shall, as a condition of employment, become members of the Bay City Public Schools Secretarial, Clerical Association or shall pay a Service Fee equivalent to the amount of Professional Dues uniformly required of members of the Association.

Current employees shall make the full cash payment or sign authorization for payroll deductions by the last week in September of the current school year.

There shall be three equal monthly deductions starting the second pay date in October. Employees who fail to comply with the above requirements shall be dismissed from their employment with the Bay City Board of Education within thirty (30) working days after receipt by the Board of Education's designated representative of a written notification and demand for dismissal from the Association President. The parties expressly recognize that the failure of any employee to comply with this provision is just and reasonable cause for discharge from employment.

Section 4.2

Persons hired from outside the Bargaining Unit for summer positions shall as a condition of employment pay Professional Dues or a Service Fee on a pro-rated basis.

Section 4.3

The Board agrees to promptly remit to the Association all sums deducted pursuant to authorization of the employee for Dues or Service Fees. The Association agrees to furnish the Board any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 4.4

Upon appropriate written authorization from the members of the Bargaining Unit, the Board shall deduct from the salary of any member of the Bargaining Unit and make appropriate remittance for annuities, credit union, savings bonds, Dues or Service Fees, United Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

COMPENSATION

Section 5.1

The salaries of members of the Bargaining Unit covered by this Agree-

ment are set forth in Appendix A which is attached to and incorporated in this agreement. Pay for additional compensation is set forth in Appendix B, also attached hereto and made part hereof.

Section 5.2

The annual 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, but not a 52-week basis shall be compensated at a prorated rate of pay.

Section 5.3

Any assignment, duty or responsibility within the scope of this Agreement for which a stipend is paid, whether from special or Board of Education funds, shall be listed in Appendix B. Reimbursement for new assignments or newly created positions which come within the scope of this Agreement will be negotiated with the Association.

Section 5.4

Any member of the Bargaining Unit engaged during the working day in any grievance or negotiation, including arbitration, shall be released from the regular duties without loss of salary.

Section 5.5

Members of the Bargaining Unit shall be released from duties, without loss of salary, to attend the regional meeting of the Association provided the offices of the high schools and the Administration Building shall remain open.

Section 5.6

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation,) incurred by four (4) delegates mutually selected (one from Elementary, Intermediate, High School and Central Administration) by the

Association and the Administration to attend the MEAOP Workshops, at the request and/or with advance approval of the Assistant Superintendent of Schools and/or the Labor Relations Administrator. These Delegates will be released without loss of salary. Four (4) delegates of the Association may be excused without loss of pay for one-half ($\frac{1}{2}$) day to attend the State Association Conference. Advance approval must be obtained from the Assistant Superintendent of Schools and/or the Labor Relations Administrator.

Section 5.7

A Member of the Bargaining Unit working ten months may select one of the following pay plans. The option chosen cannot be changed during the fiscal year.

- (1) Twenty-one (21) bi-weekly pay periods.
- (2) Twenty-six (26) bi-weekly pay periods.
- (3) Twenty-six (26) bi-weekly pay periods with the privilege of collecting the balance at the twenty-first (21) pay day.
- (4) All Federal or special programs must take their pay in bi-weekly pay periods as earned.

Section 5.8

When prior approval has been granted for overtime work by the Assistant Superintendent and/or Labor Relations Administrator, time and one-half will be paid for time worked beyond 40 hours per week.

Section 5.9

Experience credit for newly hired personnel will be granted at $\frac{1}{2}$ previous experience, but not to exceed two (2) years credit on the salary schedule in the classification for which hired.

Section 5.10

If a need arises and a substitute must be hired for an employee, that substitute shall be paid at the 1st step of the classification for which she is hired.

All temporary Clerical help will be paid at the 1st step of the Clerical Classification.

Section 5.11

A member of the Bargaining Unit directed by the Building Principal or Supervisor to drive her personal auto for school business shall receive car mileage allowance of ten (10) cents per mile.

Section 5.12

Vacations cancelled because of necessary workload shall be paid at the regular rate as extra compensation.

Section 5.13

A longevity payment shall be paid according to the following schedule:

On the 10th, 11th, 12th, 13th, and 14th year of service..... 3% of her Base Salary.

On the 15th, 16th, 17th, 18th, 19th year of service..... 4% of her Base Salary.

On the 20th year of service and thereafter..... 5% of her Base Salary.

These years shall be determined by the following method:

1. An employee hired during the first half of the school fiscal year or between July 1 and January 31, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the last half of the school fiscal year, or between February 1 and June 30, shall have a longevity date of July 1 of the following fiscal year. For example: A person hired on January 15, 1974, will have a longevity date of July 1, 1973. A person hired on March 15, 1974, will

have a longevity date of July 1, 1974.

2. To find the tenth year of service, add nine to the longevity date year. July 1st of that year will be the date when the 3% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>9</u>
	3% Longevity begins	July 1, 1969

3. To find the fifteenth year of service, add fourteen to the longevity date year. July 1st of that year will be the date when the 4% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>14</u>
	4% Longevity begins	July 1, 1974

4. To find the twentieth year of service, add nineteen to the longevity date year. July 1st of that year will be the date when the 5% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>19</u>
	5% Longevity begins	July 1, 1979

ARTICLE VI

HOURS OF WORK

Section 6.1

Normal work day for members of the Bargaining Unit on a 52-week assignment shall be $7\frac{1}{2}$ working hours per day, 5 days a week for 44 weeks, and $6\frac{1}{2}$ working hours per day, 5 days a week for 8 weeks during the summer session. The duty free lunch period may be adjusted for the convenience of the building.

Section 6.2

Normal work day for members of the Bargaining Unit on a 42-week assignment at the high schools or administration building and the Reading Improve-

ment Center shall be $7\frac{1}{2}$ working hours per day, 5 days a week. The duty free lunch period may be adjusted for the convenience of the building.

Section 6.3

Normal work day for members of the Bargaining Unit on a 42-week assignment in the Intermediate and designated Elementary schools shall be $7\frac{1}{2}$ working hours per day, 5 days a week. Extra days before and after the Secretary Calendar in Appendix B will be paid at the regular rate of pay when the extra days are authorized by the Assistant Superintendent and/or Labor Relations Administrator. The duty free lunch period may be adjusted for the convenience of the school.

Section 6.4

The normal working day for members of the Bargaining Unit in other designated schools or situations shall be $6\frac{1}{2}$ working hours per day, 5 days a week for a 42-week period. Extra days before and after the Secretary Calendar in Appendix B will be paid at the regular rate of pay when the extra days are authorized by the Assistant Superintendent and/or Labor Relations Administrator. The duty free lunch period shall be adjusted for the convenience of the school. If the hours do not coincide with the $6\frac{1}{2}$ working hours per day of the Agreement, compensation shall be paid at the regular rate of pay.

Section 6.5

The normal working day for the Teacher Aides and Special Education Technicians shall be $6\frac{1}{2}$ working hours per day beginning at least 15 minutes before classes begin. Teacher Aides and Special Education Technicians will report on the regular teachers first work day to the Building Principal for whom they have been assigned.

ARTICLE VII

WORK LOADS AND ASSIGNMENTS

Section 7.1

Efficient school administration is promoted when members of the Bargaining Unit are working within their area of competence without excessive and overburdening demands.

Section 7.2

Except in an emergency, which is a sudden or unexpected occurrence as determined by the Immediate Supervisor, secretaries shall not be asked to assume the duties of a classroom teacher, a custodian, or a playground supervisor.

Section 7.3

The work day shall include a relief period of 15 minutes in the morning and 15 minutes in the afternoon to be used on a daily basis and cannot be accumulated.

ARTICLE VIII

VACANCIES AND PROMOTIONS

Section 8.1

Whenever any vacancy or other special opportunity within the Bargaining Unit shall occur, the Board shall publicize the same by giving written notice to each employee. Currently employed personnel shall be given first consideration in appointments to vacancies which occur. No vacancies or newly created positions shall be filled, except in case of an emergency on a temporary basis, until such vacancy has been posted for at least five (5) working days.

Section 8.2

Any temporary position that is found to exceed thirty (30) working days or longer, if by agreement of Administration and Association, shall be considered a permanent position and posted as a new job as in 8.01 above.

Section 8.3

Any member of the Bargaining Unit may apply for such vacancy. In filling such vacancy, the Administration agrees to give due consideration to the background, attainments and skills of all applicants, the length of time each has been in the school district, and other pertinent facts. The Administration declares its support of a policy of promotions from within its own Bargaining Unit members, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement shall mean continuous employment within the District. All members of the Bargaining Unit are encouraged to train and prepare for promotional opportunities.

Section 8.4

When the notice of vacancy is posted advertising an opening, it will be pointed out that other vacancies will probably result when the advertised job is filled. All employees who are interested in the original or other resulting vacancies will state their interest in writing within the five-day period.

Section 8.5

Once a vacancy has been filled in accordance with the Master Agreement, the President of the Association and the P.N. Chairman will be notified in writing of the name of the employee selected for the original posted position as well as those employees filling vacancies resulting from the original posting. This notification will be no later than fifteen (15) working days from date of the closed date of the posting.

Section 8.6

There shall be one seniority list. Seniority shall be determined as follows:

(1) New employees will be probationary employees until they have been employed

and worked ninety (90) calendar days. The probationary period will start on the date the employee first reports for work. New employees will be issued a probationary contract covering the ninety-day (90) probationary period during which time they shall not have the right to bid for any vacancy. Upon successful completion of the probationary period, a regular contract will be issued for the balance of the fiscal year. These employees will be entered on the seniority list as of the first date of employment and shall accumulate seniority from that date. Not more than six (6) days absence for any reason shall be credited for the purpose of computing the probationary period referred to above.

Section 8.7

The up-dated seniority list shall be furnished to the Association every six (6) months - October and April.

Section 8.8

Seniority shall be lost for one of the following reasons only:

1. Employee quits.
2. Employee is discharged for just cause.
3. Laid off employee is not re-employed within two years.
4. Employee fails to report to work for three (3) consecutive days without, by the end of the third day, notifying her supervisor of a reasonable excuse for such absence and plans for returning with such excuse to be subject to later verification by the employer.

Section 8.9

Teacher Aides and Special Education Technicians transferring to Clerical or Secretarial positions shall retain their current step on the salary schedule, except that a Teacher Aide or Special Education Technician with service be-

yond the sixth step (maximum) of their Schedule shall be placed on the seventh step of the Schedule for classification to which she is transferred.

Section 8.10

Except in unusual circumstances, Teacher Aides and Special Education Technicians shall only be transferred to another position at the beginning of the next semester.

Section 8.11

It is recognized that responsibilities within a specific job classification may change due to technological advance, additional requirements and expanded procedures causing a revision of the job description and, consequently the job classification. It is agreed that when this occurs, such alterations shall not require a re-posting of the position, but shall be mutually discussed by Administration and the President of the Association and the P.N. Chairman before any change is made. Any final reclassification will be made only by the Assistant Superintendent and/or Labor Relations Administrator.

ARTICLE IX

REDUCTION OF STAFF

Section 9.1

In the event of unforeseen change in student population or other conditions necessitating a reduction of the number of Bargaining Unit members employed by the Board of Education, the following procedure shall be followed:

Section 9.2

One current district-wide seniority list based on length of service in this District shall be established.

Section 9.3

This list shall be compiled when reduction of staff is necessary and

those with the least amount of service in this District shall be laid off first. Length of service shall be from the date the contract was signed by the employee. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including those leaves which allow members of the Bargaining Unit to accumulate seniority, to the date of such reduction. Such reduction of staff may be considered an emergency and involuntary transfers may be made.

Section 9.4

Association representatives will serve as observers in both the lay-off and the rehiring process and in the determination of transfers and assignments that may result from such lay-offs or rehires.

Section 9.5

During the period of reduction, all temporary and substitute positions shall be filled by laid-off Bargaining Unit members before new personnel are employed.

Section 9.6

When there is an increase in Bargaining Unit positions following such a lay-off or positions become available through natural attrition, the employee whose services have been so terminated for a period of not more than two (2) years and with the most length of service in the District shall be the first to be offered re-employment. Such recalled employee must have the necessary qualifications for the position to which she is recalled subject to Article 9.3.

Section 9.7

When two or more employees have the same length of service, the employee with the earliest birthdate shall be considered senior.

Section 9.8

Employees laid off shall not have their length of service broken and shall accumulate seniority. Other benefits shall be frozen for her use upon return. If a laid off employee is employed by another School District, she shall also accumulate experience. Subject to Article 9.9 if an employee fails to sign a contract for the position to which she is recalled, within thirty (30) days from the date the same is sent to her by certified or registered mail, her seniority and all other benefits with the District shall terminate.

Section 9.9

In the event that a laid off employee is employed by another School District, she shall be allowed to complete her contractual obligation to this District before returning to Bay City and shall suffer no penalty.

Section 9.10

Any employee who is laid off and who in the future would reach age sixty-five (65) (compulsory retirement, Article XVIII) and who would lack two (2) years of service to acquire retirement benefits, may work two (2) additional years so as to acquire such needed service.

Section 9.11

An employee may be granted a voluntary leave of absence under the provisions of Article XV so as to reduce the number of lay-offs.

Section 9.12

The notice given pursuant to this Article must be accorded an employee at least sixty (60) days before the end of the school year or portion thereof for which the employee is being laid off.

ARTICLE X

DISCHARGE AND DEMOTION

Section 10.1

No member of the Bargaining Unit shall be disciplined, reprimanded, discharged or demoted without reasonable and just cause.

Section 10.2

In the event any member of the Bargaining Unit shall be suspended or discharged from employment and believes she had been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE XI

TRANSFERS

Section 11.1

Since transfers of Bargaining Unit members from one school to another is disruptive of effective administration and interferes with optimum performance, the parties agree that unrequested transfers are to be minimized and avoided whenever possible.

Section 11.2

Once a requested transfer has been made, the employee will not be allowed to return to her original position until such job is re-opened.

Section 11.3

It is occasionally necessary to transfer a member of the Bargaining Unit or make a change in assignment. It is agreed that the employee affected and the Association President and P.N. Chairman shall be notified in writing two weeks prior to such change.

Section 11.4

In the event that transfers of members of the Bargaining Unit appear to be necessary, a list of available positions, or newly created positions in other areas, shall be posted in the same manner as provided in Article VIII.

Section 11.5

Any employee seeking consideration for transfer to an administrative, supervisory, or another position, may present her request to the Assistant Superintendent and/or Labor Relations Administrator in writing.

Personal conferences will be arranged and information will remain confidential.

Section 11.6

Any member of the Bargaining Unit who shall be transferred to a supervisory or an administrative position or any other position in the Bay City School District, shall be entitled to retain such rights and seniority as she may have had under this Agreement prior to transfer should she return. Their original longevity date will remain with them during their employment with the Bay City Schools.

ARTICLE XII

SUMMER POSITIONS

Section 12.1

If a summer position arises from the holding of summer school, migrant classes, enrichment classes, head start programs, or the like, these openings must be advertised in accordance with Article VIII. These positions will be filled in accordance with Article VIII. Positions in summer employment will be filled first from the list of applicants in the Bargaining Unit regularly employed by the School District. Deadline for posting of such openings shall be no later than June 1.

Section 12.2

Compensation for the above summer positions shall be paid at the rate

of the published salary schedule for the position as posted. Regular sick leave and paid holiday benefits will be available to summer employees.

Section 12.3

Persons hired from outside the Bargaining Unit for summer positions shall be paid at the published salary schedule for the positions as posted. Paid holiday benefits will be available to these employees and sick leave on a pro-rated basis.

ARTICLE XIII

RESIGNATION

Section 13.1

Any member of the Bargaining Unit desiring to resign shall file a resignation form with the Assistant Superintendent and/or Labor Relations Administrator at least ten (10) working days prior to the effective date.

Section 13.2

Any member of the Bargaining Unit who discontinues her services in accordance with Article XIII, Section 13.1 does not forfeit her right to earned vacation time and pay.

ARTICLE XIV

SICK LEAVE AND SICK LEAVE BANK

Section 14.1

Primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness, injury, or incapacitation sufficiently severe that it would make her presence in school inadvisable. Sick leave applies only to absence caused by illness, injury, or incapacitation of the employee and not absence caused by illness or injury in the immediate family, except as described in Emergency Leave.

Section 14.2

The amount of sick leave accumulated at the rate of eight (8) days per semester shall be ninety-six (96) days. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

Section 14.3

If there is a question of doubt regarding the illness of an employee, the Assistant Superintendent and/or Labor Relations Administrator may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

An employee may be required to submit to a medical examination and be released by a designated Board of Education physician before being permitted to return to work.

This sick leave plan applies to all employees of the Bay City Public Schools who are employed on a contractual basis.

Section 14.4

Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and her regular salary for the duration of the illness and the difference shall be charged against sick leave. The employee shall receive her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

Section 14.5

To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all employees of the District, and

each employee covered by this Agreement shall participate as follows:

(1) On September 6, 1966, each employee contributed one (1) day of her sick leave to the bank. The Board of Education, in order to establish the bank in the school year 1966-67, donated to the bank 400 sick leave days. New employees shall contribute one sick leave day to the bank from their first sick leave allowance.

(2) When sick leave bank falls below 750 days, the Board shall assess each employee one (1) day of her sick leave.

(3) Additions to the bank may be made as required at the beginning of each semester according to the above limitations.

(4) Upon depletion of a member's own accumulated sick leave, she must wait an additional fifteen (15) calendar days before drawing from the bank. School days in the fifteen-day period shall be paid retroactively when a grant has been authorized by the Appeal Board.

(5) Any employee on sick leave may apply to participate in the sick leave bank by filing an application in the Superintendent's Office.

(6) A maximum of 180 days may be granted per appeal from the bank.

(7) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.

(8) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

(9) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine if the illness is valid.

(10) The Appeal Board may grant or suspend sick days from the bank. Their judgments and/or decision will be final.

(11) The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching associations, and the Superintendent or his designated representative.

(12) No employee will be credited with sick leave allowance while drawing from her own accumulated sick leave or the sick leave bank until she has reported back to work.

(13) An annual report of the sick leave bank will be published in the SUPERINTENDENT'S NEWSLETTER, including a statement of the number of days granted from the bank, the number of days remaining in the bank, and the cost of the days granted.

ARTICLE XV

LEAVE OF ABSENCE

Section 15.01

Leaves of Absence with pay chargeable against sick leave allowance:

- (1) A maximum of five (5) days per working year for critical illness in the immediate family living in the same household.
- (2) One and one-half (1 1/2) days per working year for the conduct of personal affairs, for ten (10) month employees and two (2) days per working year for twelve (12) month employees, which cannot normally be handled outside school hours. A personal day cannot be used the day before or after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Assistant Superintendent and/or Labor Relations Administrator. The Assistant Superintendent and/or Labor Relations Administrator's

decision on the justification will be final

- (3) A maximum of three (3) days for emergency purposes may be granted by the Assistant Superintendent and/or Labor Relations Administrator at his discretion.

Section 15.02

Leaves of absences with pay not chargeable against sick leave allowance shall be granted for the following reasons:

- (1) A maximum of three (3) days for a death in the immediate family: spouse, father, mother, children, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Assistant Superintendent and/or Labor Relations Administrator.
- (2) One (1) day for death of brother, sister, brother-in-law, sister-in-law, or person whose relationship to the employee warrants such attendance. Extension may be granted at the discretion of the Assistant Superintendent and/or Labor Relations Administrator.
- (3) Absence when called for jury service.
- (4) Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceeding.
- (5) One (1) day to take the selective service physical examination.

Section 15.03

Any employee whose personal illness extends beyond the period compensated under Article XIV shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. This employee shall return with all seniority enjoyed at the time the leave was granted and shall be assigned

to the appropriate step on the salary schedule.

Section 15.04

Upon application, leave of absence without pay shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to her had she remained in active service with the school system, provided, however, that such employee shall make written application for re-employment within ninety (90) days after discharge from the Peace Corps. Such employee shall return with seniority and sick leave accumulations enjoyed at the time leave is granted.

Section 15.05

Employees covered by this Agreement who are officers of the National, State, or Local Association or who are appointed to its staff shall, upon written application, be given a leave of absence for one (1) year without pay for the purpose of performing duties of said Association. Extension may be granted by the Assistant Superintendent and/or Labor Relations Administrator. Upon return, they shall receive credit toward annual salary increment on the schedule appropriate to their rank and shall accumulate seniority. Sick leave accumulation enjoyed at the time the leave is granted shall be retained.

Section 15.06

A member of the Bargaining Unit may apply and be granted an unpaid health leave up to one year without loss of seniority rights or accumulated sick leave, after she has been employed two consecutive years when her health or the health of a member of the immediate family - which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law or dependent of the immediate household residence - warrants it. At the end of said

leave, the employee must either return or resign in writing, unless a special extension in writing is recommended by the Assistant Superintendent and/or Labor Relations Administrator.

Section 15.7

A member of the Bargaining Unit whose position is discontinued may apply for up to one (1) year leave of absence without pay in lieu of accepting another assignment without loss of seniority rights or accumulated sick leave. Any member of the Bargaining Unit taking such a leave must indicate in writing her desire to return at the end of ten (10) months after such leave is granted. All job postings will continue to be sent during this ten (10) months after such leave is granted.

Section 15.8

Professional study - Any member of the Bargaining Unit may be granted an unpaid leave of absence not to exceed one (1) year, upon written application. This leave may be extended to two (2) years upon written request and with the written approval of the Assistant Superintendent and/or Labor Relations Administrator. Applications for such leave should be filed at least sixty (60) days prior to the effective date requested, if at all possible. A member of the Bargaining Unit requesting the leave shall submit an outline of specific plans to the immediate supervisor for consideration in making a recommendation to the Assistant Superintendent and/or Labor Relations Administrator. Such employee shall return with all seniority and sick leave accumulation enjoyed at the time the leave was granted.

Section 15.9

An employee elected or selected for full-time public office which takes her from her duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years,

whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the written approval of the Assistant Superintendent and/or Labor Relations Administrator. Such employee shall return with all seniority and sick leave accumulations enjoyed at the time leave is granted.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full time. However, such service shall not be permitted to interfere with the employee's service to be rendered the school district.

Section 15.10

A maternity or child rearing leave, of one (1) year, shall be granted without pay. Extension shall be granted for each of four succeeding years upon application to the Assistant Superintendent and/or Labor Relations Administrator in writing prior to April 1. A member of the Bargaining Unit having been duly granted maternity or child rearing leave must apply for re-employment on or before April 1st prior to the school term if re-employment is desired. A member of the Bargaining Unit adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the probate court. A member of the Bargaining Unit returning from leave provided in this paragraph shall be placed on the appropriate step of the salary schedule from which she went on leave and shall return with seniority and sick leave accumulations enjoyed at the time leave is granted.

Section 15.11

Any member of the Bargaining Unit wishing to return from one of the preceding extended leaves shall be offered the first position available, in compliance with Article VIII. The Board of Education has no obligation to guarantee the return of any employee to a specific building, or special assignment at the conclusion of a period of absence exceeding two (2) semesters in length.

Section 15.12

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 until expiration of the first enlistment or the duration of the national emergency. Such employee shall be restored to the same or equivalent position, if available and qualified, and shall be given the benefit of any increments, provided, however, that such employee shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such employee reports for her assignment immediately following such discharge from service and shall return with seniority and sick leave accumulations enjoyed at the time leave is granted.

ARTICLE XVI

TERMINAL PAY

Section 16.1

One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000.00 upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System or at the compulsory retirement age.

Section 16.2

In addition to the above, the School District shall pay \$50.00 per year for each year of service in this School District after fifteen years (15), but not to exceed \$500.00.

ARTICLE XVII

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the Board agrees to furnish to all employees covered by this

Agreement the following insurance protection paid for by the Board of Education.

Section 17.1

Beginning February 1, 1974, the Board shall provide, through the Employers Trust Program, an amount of \$5,000.00 in group term life insurance plus \$5,000.00 AD & D for each employee in the Bargaining Unit.

Section 17.2

Insurance package shall be pro-rated as follows:

All employees new to the Bargaining Unit after their probationary period employed after September 1, 1971, shall receive hospitalization insurance (MESSA'S Super Med or Blue Shield Certificate MVF-1 with Riders "CB-2", "DC", and "SD". Semi-Private Comprehensive Blue Cross Certificate with Riders "DCCR", "COB-2" and "SA". Master Medical Option 4 Master Medical - 65 with Riders "BC-65-2" and "BS-65-1") based upon the time worked during the year. Ten (10) month full-time employees shall be allowed 5/6 of the hospitalization insurance cost for the year. All employees working less than a full day shall receive an insurance allowance proportional to time worked. All members of the Bargaining Unit employed prior to September 1, 1971, shall receive full hospitalization insurance. There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance Blue Cross MVF-1 or MESSA Super Med, this section is void. Employees not taking health insurance through the school on their own right, may apply the equivalent of an individual employee's MESSA's single subscriber premium toward any of the MESSA options at the Board's expense.

Section 17.3

If an employee is absent from work because of a compensable injury and has exhausted her sick leave benefits, including sick leave bank, the School District

shall continue to pay amounts designated in Section A and B for the duration of Workmen's Compensation benefits.

Section 17.4

Any option offered by either MESSA or Blue Cross-Blue Shield will be available on an option basis at the expense of the employee.

ARTICLE XVIII

RETIREMENT

Section 18.1

A member of the Bargaining Unit shall be retired by the Board upon reaching 65 years of age.

Section 18.2

Any employee who will reach the sixty-fifth (65th) birthday prior to the effective date of his or her contract shall not be permitted to sign a contract for the next year.

ARTICLE XIX

DISCIPLINE

Section 19.1

No member of the Bargaining Unit shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause. Any such discipline, reprimand or reduction of rank, compensation or advantage, asserted by the Board of any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XX

VACATIONS AND HOLIDAYS

Section 20.1

Vacations will be granted to 52-week employees as follows:

- (1) After six (6) months of service to the Bay City School District, the employee will have one (1) day per month until June 30, at current rate of pay, excluding overtime.
- (2) After one (1) year of service to the Bay City School District ending on June 30, which is determined by adding one (1) year to the longevity date year, twelve (12) days paid vacation at current rate of pay, excluding overtime.
- (3) After the fifth full year of service to the Bay City School District starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until a maximum of twenty (20) days paid vacation at current rate of pay, excluding overtime.
- (4) All vacation time must be used during the year granted and cannot be carried over into the succeeding year unless granted by special written permission of the Assistant Superintendent or Labor Relations Administrator. This decision is final.
- (5) Vacations may be split into one or more weeks, or one day at a time, and at a time chosen by the employee, providing that such scheduling does not interfere with the operation of the department concerned.
- (6) When a holiday is observed during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (7) If a regular pay falls during a scheduled employee's vacation, the employee will receive that check in advance upon three weeks written notice before going on vacation.
- (8) Provided school is not in session, when Christmas or New Year's

Day falls on Thursday, the employee will receive Friday off with pay, as well as the holiday. If Christmas or New Year's Day falls on Tuesday, employees will receive Monday off with pay, as well as the holiday.

Section 20.2

Vacations will be granted to less than 52-week employees as follows:

- (1) After one (1) semester, or five (5) months of service in the Bay City School District, five (5) days paid vacation at current rate of pay, excluding overtime. If the balance of the school year is less than one (1) semester or five (5) months, the vacation days will be pro-rated. The vacation days will be added to the first permanent contract.
- (2) After the first permanent contract in the Bay City School District, ten (10) days paid vacation at current rate of pay, excluding overtime.
- (3) After the fifth full year of service to the Bay City School District starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until a maximum of eleven (11) days of paid vacation at current rate of pay, excluding overtime.
- (4) Vacation period will correspond with vacation periods set in school calendar.
- (5) Vacation pay will be added to the annual salary and paid according to Article V.

Section 20.3

Paid holidays shall be Labor Day, Thanksgiving Recess, Christmas,

New Year's Day, Good Friday, and Memorial Day. July Fourth will be paid if employed that week.

Section 20.4

Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, members of the Bargaining Unit shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned unless dismissed for just cause.

Section 20.5

Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the Immediate Supervisor and approved by the Assistant Superintendent and/or the Labor Relations Administrator, shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, sick leave, or any other paid leave time.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 21.1 Definitions:

A Grievance: A claim based upon an inequitable application of established policy or an alleged violation, misinterpretation or inequitable application of the terms of this Agreement.

Secretary: Shall include any individual or group of individuals within the Bargaining Unit covered by this Agreement.

Party of Interest: Is the person, persons, or the Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

Days: When used in this article shall mean working days, except where otherwise indicated.

Grievance Committee: Is a group to whom the aggrieved member turns before a formal grievance may be filed. This committee shall be made up according to the Association By-Laws. In the event any member of said committee is a party in interest to any grievance brought, she shall disqualify herself and shall be replaced by the Association. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

Administrative Representative: Shall be the Building Principal or Immediate Supervisor when the particular grievance arises in one building. The Superintendent shall designate the Administrative Representative when the particular grievance arises in more than one building.

Association Representative: May be a member of the Association Executive Board, a member of the Association, a friend where confidential treatment of the complaint will be maintained, but, not a member of the Grievance Committee.

Section 21.2

Adjustment of the Grievance: Grievances of employees within the Bargaining Unit shall be presented and adjusted in the following procedure:

INFORMAL PROCEDURE:

Level 1A - The employee with a grievance shall first discuss the matter with her Administrative Representative, either directly or through her Association

Representative, with the objective of resolving the matter informally. It is assumed that the problem can be resolved most of the time through counseling and through the use of this informal process. If the problem cannot be resolved satisfactorily at this level, the individual will then proceed to Level 1B within five days.

Level 1B - The Chairman of the Grievance Committee shall receive a written notification and shall schedule an interview with the grievant, the Committee, and the P.N. Chairman. The Grievance Committee shall issue a decision at the close of the scheduled hearing in writing. If a grievance is found to exist, it shall be taken to Formal Level 1 within five (5) days of the Grievance Committee's decision. If a grievance is not found to exist, the grievant may proceed to Formal Level 1 only upon her own initiative without Association support.

FORMAL PROCEDURE:

Level 1 - The grievant or representative must file the grievance in writing with the Building Principal or Immediate Supervisor. A decision shall be rendered in writing within ten (10) days of receipt. The number of days indicated in each Level as set forth below is considered to be a maximum, and the failure of the employee or Association to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his decision to the party of interest within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.

Level II - In the event the disposition is not satisfactory to the grievant and/or the Association, the grievance shall be filed in writing with the Superintendent within five (5) days of the decision at Level I.

Level III - Within five (5) days of receipt of the grievance the Superintendent or Assistant Superintendent and/or Labor Relations Administrator, shall meet with the Association Grievance Chairman, P.N. Chairman, and Association President in an effort to resolve the grievance. A written decision will be rendered by the Superintendent or Assistant Superintendent and/or Labor Relations Administrator within five (5) days of said meeting.

Level IV - If the decision reached at Level III is not satisfactory to the Association, the aggrieved party may within fifteen (15) days submit the grievance to arbitration before an impartial arbitrator selected by both parties. If the parties cannot agree as to the selection, he shall be selected from a panel of the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth by the end of Level III. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Association. An individual resorting to arbitration without the Association shall bear one/half ($\frac{1}{2}$) the cost thereof.

Arbitration of a grievance arising from the language of this Agreement of an alleged breach thereof will be final and binding.

Section 21.3 Miscellaneous

During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition

will not be made public without agreement of all parties.

There shall be no reprisals of any kind by administrative personnel taken against any party in interest or her Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Association President so as to facilitate operation of the procedures set forth herein.

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or disciplined, she shall be given full reimbursement of all professional compensation lost. If she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to her.

If a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution under the terms of this Agreement.

ARTICLE XXII

PROTECTION OF THE BARGAINING UNIT MEMBER

Section 22.1

The Board recognizes its responsibility to give all reasonable support

and assistance to Members of the Bargaining Unit with respect to an emergency situation which involved discipline, first-aid, etc. The Board shall receive and consider any duly lodged grievance concerning insufficient administrative backing and support of the employee. The Board recognizes that it is not feasible for Secretaries to assume the responsibility for instruction. However, it is assumed that Teacher Aides and Special Education Technicians do not present initial instruction but do reinforce instruction presented by the classroom teacher.

Section 22.2

Any case of assault upon a member of the Bargaining Unit shall be promptly reported to the Principal or the designated representative. The Board will provide legal counsel to advise the employee of her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 22.3

If any legal action is brought against a member of the Bargaining Unit by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will provide such legal counsel and all necessary assistance to the employee in her defense as is permitted under the Michigan School Code.

Section 22.4

Serious complaints by a student or a parent of a student, directed toward a member of the Bargaining Unit shall be promptly called to the employee's attention by her immediate supervisor.

Section 22.5

Members of the Bargaining Unit shall be expected to exercise reasonable

care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XXIII

INCLEMENT WEATHER

Section 23.1

When it is necessary for the Superintendent of Schools to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:00 A. M.

Section 23.2

On days when schools are closed because of inclement weather or utility failures, members of the Bargaining Unit are not required to come to work. Members of the Bargaining Unit will be paid at their regular rate of pay.

ARTICLE XXIV

STRIKES AND RESPONSIBILITIES

Section 24.1

The Association agrees, on its own behalf, that:

(1) During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in, any strike; that is, the concerted failure to report to work, or willful absence of an employee from her position, or stoppage of work, or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

(2) If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Agreement by any employee or group of employees, shall constitute good

cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided however, that the question of their participation shall itself be subject to arbitration.

(3) The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available by law, to seek injunctive relief and damages for breach thereof against the Association.

(4) The Association recognizes that supervisory, administrative and executive officials are excluded from the Bargaining Unit herein. It is also recognized that it is the present policy of the Association to admit such persons to membership in the Association for professional purpose not connected with the collective bargaining and administration of this Agreement. The Association agrees that it will take no action, directly or indirectly, against such administrative officials because of their duties relative to the administration of this Agreement or the educational policies of the Board.

(5) Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Act 336 of the Michigan Public Acts of 1947, as amended or which are otherwise provided by law.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Section 25.1

No polygraph or lie detector device shall be used in any investigation of any member of the Bargaining Unit.

Section 25.2

Supervisors or employees not covered by this Agreement shall not displace Members of the Bargaining Unit covered by this Agreement by performing

work normally performed by such secretaries. However, supervisors may perform work covered by this Agreement in the following instances:

- (1) Training employees
- (2) Installing new processes, procedures and programs
- (3) In case of emergency

Section 25.3

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 25.4

Copies of this Agreement shall be printed at the expense of the Board and presented to all members of the Bargaining Unit now employed or hereafter employed by the Board.

Section 25.5

If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 25.6 In-Service

An opportunity, periodically, will be extended to the Association Membership for professional growth. The purpose of In-Service training shall be to provide experiences and information to the membership -- including a review of skills, office procedures, new equipment or techniques, policies and procedures of the

Board of Education, or race and human relations. The Association and management will jointly plan the formalized In-Service Training Program. Employees will be released from regular duties without loss of pay coinciding with the teacher In-Service days -- when school is not in session for the purpose of participating in Association geared workshops or In-Service Programs. However, the Board reserves the right to staff essential offices. Those employees will be allowed to attend on a rotation basis.

ARTICLE XXVI

DURATION OF AGREEMENT

Section 26.1

This Agreement constitutes the entire collective Bargaining negotiations on all subjects for the term of this Agreement, and shall become effective as of the date of signing, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 1976, and from year to year thereafter unless either party serves notice, in writing, upon the other party at least one hundred twenty (120) days prior to the expiration date of this Agreement. Wages and fringe benefits for the 1974-75 and 1975-76 years shall be reopened for negotiations.

Wages in the attached 1973-74 Salary Schedule shall be retroactive July 1, 1973.

Section 26.2

In any negotiation described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by

each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.

Section 26.3

If the Parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this eighteenth day of December, 1973.

BAY CITY BOARD OF EDUCATION

By [Signature]
President

Members of Negotiating Team

Albert Hoffman
Paul E. Brown

BAY CITY PUBLIC SCHOOLS
SECRETARIAL AND CLERICAL
ASSOCIATION

By [Signature]
President

Members of Negotiating Team

Wilma L. Ruffel
Maime L. Keagles
Phyllis Woodif
Shirley A. Anderson
Beverly Doan
Norma Wolner
Peggy Brown
Chief Negotiator

APPENDIX A
SALARY SCHEDULE

1973-74

SECRETARIAL SCALE

TEACHER
AIDES & S. E. T.

Step	Hourly	1910 Hours	1507.5 Hours*	1306.5 Hours*	1254.5 Hours*	Vacation Pay		Vacation Pay	
		52 weeks (Inc. holidays and vacations)	7½ hrs. 42 weeks (Inc. holidays)	6½ hrs. 42 weeks (Inc. holidays)	6½ hrs. (Inc. holidays)	7½ hrs. per day	7½ hrs. per day	6½ hrs. per day	6½ hrs. per day
						10	11	10	11
						Days	Days	Days	Days
1	\$3.11	\$5940	\$4688	\$4063	\$3901	\$233	\$257	\$202	\$222
2	3.25	6208	4899	4246	4077	244	268	211	232
3	3.39	6475	5110	4429	4253	254	280	220	242
4	3.53	6742	5321	4612	4428	265	291	229	252
5	3.68	7029	5548	4808	4617	276	304	239	262
6	3.83	7315	5774	5004	4805	287	316	249	274
7	3.99	7621	6015	5213		299	329	259	285
8	4.18	7984	6301	5461		314	345	272	299

CLERICAL SCALE

Step	Hourly	1910 Hours	1507.5 Hours*	Vacation Pay		Vacation Pay	
		52 weeks (Inc. holidays and vacations)	7½ hrs. 42 weeks (Inc. holidays)	7½ hrs. per day	7½ hrs. per day	6½ hrs. per day	6½ hrs. per day
				10	11	10	11
				Days	Days	Days	Days
1	\$2.95	\$5635	\$4447	\$221	\$243	\$192	\$211
2	3.09	5902	4658	232	255	201	221
3	3.23	6169	4869	242	266	210	231
4	3.37	6437	5080	253	278	219	241
5	3.52	6723	5306	264	290	229	252
6	3.67	7010	5533	275	303	239	262
7	3.83	7315	5774	287	316	249	274
8	4.02	7678	6060	302	332	261	287

* Base Salary shall equal yearly salary plus vacation salary.

APPENDIX A (Contd.)

CLASSIFICATION ALLOWANCES:

Secretary to the Superintendent.....	\$1000
Executive Secretary.....	750
Administrative Secretary.....	275
Educational Secretary (1910 hrs.).....	200
Educational Secretary (1507.5 hrs.).....	175
Educational Secretary (1306.5 hrs.).....	125
Educational Secretary with parttime principal .	50 extra





The present classification allowance paid the Educational Secretary at Handy High School and the Executive Secretary to the Superintendent, which has existed for many years, will continue for the duration of their employment under this Agreement.

APPENDIX B

Secretary/Clerical/Aide School Calendar 1973-74

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
August	<u>20</u> <u>27</u>	<u>21</u> <u>28</u>	<u>22</u> <u>29</u>	<u>23</u> <u>30</u>	<u>24</u> <u>31</u>
September	<u>3</u> <u>10</u> <u>17</u> <u>24</u>	<u>4</u> <u>11</u> <u>18</u> <u>25</u>	<u>5</u> <u>12</u> <u>19</u> <u>26</u>	<u>6</u> <u>13</u> <u>20</u> <u>27</u>	<u>7</u> <u>14</u> <u>21</u> <u>28</u>
October	<u>1</u> <u>8</u> <u>15</u> <u>22</u> <u>29</u>	<u>2</u> <u>9</u> <u>16</u> <u>23</u> <u>30</u>	<u>3</u> <u>10</u> <u>17</u> <u>24</u> <u>31</u>	<u>4</u> <u>11</u> <u>18</u> <u>25</u>	<u>5</u> <u>12</u> <u>19</u> <u>26</u>
November	<u>5</u> <u>12</u> <u>19</u> <u>26</u>	<u>6</u> <u>13</u> <u>20</u> <u>27</u>	<u>7</u> <u>14</u> <u>21</u> <u>28</u>	<u>1</u> <u>8</u> <u>22</u> <u>29</u>	<u>2</u> <u>9</u> <u>23</u> <u>30</u>
December	<u>3</u> <u>10</u> <u>24</u> <u>31</u>	<u>4</u> <u>11</u> <u>25</u>	<u>5</u> <u>12</u> <u>26</u>	<u>6</u> <u>13</u> <u>27</u>	<u>7</u> <u>14</u> <u>28</u>
January	<u>7</u> <u>14</u> <u>21</u> <u>28</u>	<u>1</u> <u>8</u> <u>22</u> <u>29</u>	<u>2</u> <u>9</u> <u>23</u> <u>30</u>	<u>3</u> <u>10</u> <u>24</u> <u>31</u>	<u>4</u> <u>11</u> <u>25</u>
February	<u>4</u> <u>11</u> <u>18</u> <u>25</u>	<u>5</u> <u>12</u> <u>19</u> <u>26</u>	<u>6</u> <u>13</u> <u>20</u> <u>27</u>	<u>7</u> <u>14</u> <u>21</u> <u>28</u>	<u>1</u> <u>8</u> <u>15</u> <u>22</u>
March	<u>4</u> <u>11</u> <u>18</u> <u>25</u>	<u>5</u> <u>12</u> <u>19</u> <u>26</u>	<u>6</u> <u>13</u> <u>20</u> <u>27</u>	<u>7</u> <u>14</u> <u>21</u> <u>28</u>	<u>1</u> <u>8</u> <u>15</u> <u>22</u> <u>29</u>
April	<u>1</u> <u>8</u> <u>15</u> <u>22</u> <u>29</u>	<u>2</u> <u>9</u> <u>16</u> <u>23</u> <u>30</u>	<u>3</u> <u>10</u> <u>17</u> <u>24</u>	<u>4</u> <u>11</u> <u>18</u> <u>25</u>	<u>5</u> <u>12</u> <u>19</u> <u>26</u>

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
May	<u>6</u> <u>13</u> <u>20</u> <u>27</u>	<u>7</u> <u>14</u> <u>21</u> <u>28</u>	<u>1</u> <u>8</u> <u>15</u> <u>22</u> <u>29</u>	<u>2</u> <u>9</u> <u>16</u> <u>23</u> <u>30</u>	<u>3</u> <u>10</u> <u>17</u> <u>24</u> <u>31</u>
June	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>

- HOLIDAY 
- VACATION 
- IN-SERVICE 
- WORK DAYS 





Note: Christmas and Spring vacations do not include 1910 hr. employees.

June 8th does not include 1910 hr. employees.

APPENDIX B (Contd.)

Secretary/Clerical/Aide School Calendar 1974-75

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
August	19	20	21	22	23	May				1	2
	26	27	28	29	30		5	6	7	8	9
September	②	3	4	5	6		12	13	14	15	16
	9	10	11	12	13		19	20	21	22	23
	16	17	18	19	20		26	27	28	29	30
	23	24	25	26	27	June	2	3	4	5	6
	30										7
October		1	2	3	4						
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
November					1						
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
December	2	3	4	5	6						
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31									
January			①	2	3						
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30	31						
February	3	4	5	6	7						
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
March	3	4	5	6	7						
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
	31										
April		1	2	3	4						
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30								

- HOLIDAY 
- VACATION 
- IN-SERVICE 
- WORK DAYS 

Note: Christmas and Spring Vacations do not include 1910 hr. employees.
 June 7th does not include 1910 hr. employees. Also, January 18th.

MEMORANDUM OF UNDERSTANDING
BETWEEN
BAY CITY PUBLIC SCHOOLS SECRETARIAL AND CLERICAL ASSOCIATION
AND
THE BAY CITY BOARD OF EDUCATION

This Letter of Understanding is a supplement to the collective bargaining agreement dated December 18, 1973, between the Board of Education and the Bay City Public School's Secretarial and Clerical Association.

Presently the Master Agreement reads:

"On days when schools are closed because of inclement weather or utility failures, members of the Bargaining Unit are not required to come to work. Members of the Bargaining Unit will be paid at their regular rate of pay."

This has produced problems in some areas of our system. Therefore,

- 1) The switchboard operator at the Administration Building will report and receive an additional day's pay. If she cannot make it to the Administration Building, she shall arrange for a suitable substitute if at all possible.

- 2) After obtaining permission from the Assistant Superintendent and/or Labor Relations Administrator, other Administrators may call their secretaries to report to work or make arrangements in advance. In either case, no additional pay will be received, but an equivalent amount of release time will be given at a later date.

BAY CITY PUBLIC SCHOOLS
SECRETARIAL AND CLERICAL
ASSOCIATION

Peggy Brown
Joyce S. Zigel

BAY CITY BOARD OF EDUCATION

Em Zechrich
Albert Hoffman
Paul S. Bascom