

June 30, 1972

East China Township

AGREEMENT

between the

EAST CHINA TOWNSHIP BOARD OF EDUCATION DISTRICT #3

and the

EAST CHINA TOWNSHIP DISTRICT #3 SCHOOL SECRETARIES ASSOCIATION

covering the period

from

July 1, 1969

to

June 30, 1972

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PROPOSED CONTRACT BETWEEN THE EAST CHINA SCHOOLS AND THE SCHOOL SECRETARIES ASSOCIATION

AGREEMENT

EFFECTIVE DATE July 1, 1969

RENEWAL DATE June 30, 1972

This agreement made and entered into, by and between the East China Schools, hereinafter referred to as the "employer", and the School Secretaries Association, hereinafter referred to as the "association".

WITNESSETH

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is Hereby Agreed as follows:

PREAMBLE

Whereas, it is the desire of the parties to this agreement to work together harmoniously and to promote and maintain relations between the employer and the association which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the East China Township School District #3 School Secretaries Association as the exclusive bargaining representative as defined in Section 11, of Act 379, Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work including bookkeepers, bookkeeping machine operators, cashiers, clerks, typists and assistants, but excluding the secretary to the superintendent, coming within the bargaining unit recognized by the East China Township School Board January 17, 1966. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Secretaries".

B. The Board agrees not to negotiate with any educational secretaries organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary 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, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

Employees' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that secretaries employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging

in collective bargaining or negotiation. 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 secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any secretary with respect to hours, wages or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its secretaries appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, at no expense to the School Board. No secretary shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. 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, tentative budgetary requirements and allocations as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Association to process any grievance or complaint. However, the compilation of statistical data and budgetary information not normally required of the District is the responsibility of the Association.

ARTICLE III

Compensation

A. The salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the three-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule. See Addendum I

B. The following legal holidays shall be observed for secretaries on a 52-week work schedule and they shall be paid if the holiday occurs during the secretary's regular work week and work is scheduled for the secretary the day before or the day after the holiday: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. In addition, the 52-week secretaries shall not work Good Friday p.m., the Friday following Thanksgiving, or December 24th p.m. and December 31st p.m. if they are scheduled to work, but shall be paid. If a holiday falls on a Saturday, it shall be observed on Friday; if it falls on Sunday, it shall be observed on Monday.

B. 1. The following holidays and designated days shall be counted as days worked for the Elementary and Junior High secretaries: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Good Friday.

C. A secretary shall be released from regular duties without loss of salary one day each year for the purpose of participating in area or regional meetings of the County or State Association of Educational Secretaries.

D. When all schools are closed to students due to adverse or inclement weather conditions, the secretaries shall not be required to report to work but shall be paid.

E. The Elementary and Junior High secretaries who were employed before July 1, 1969, shall be guaranteed 44 weeks of clerical work extended over a 46-week period. They will be given six full weeks off without pay during the summer months.

ARTICLE IV

Hours of Work

A. The normal work day shall be 8 hours per day. The normal work week shall be 40 hours per week, Monday through Friday, except for employees hired for less hours.

B. The Board recognizes the principle of a standard forty hours work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week. The Board will not require secretaries regularly to work in excess of such standard work week within or outside of any school building.

C. All secretaries shall be entitled to a duty-free uninterrupted lunch period of not less than one-half hour.

D. Secretaries will be provided a ten minute relief time in the morning and in the afternoon.

E. Summer Work Schedule - commencing with the first Monday following the close of the regular school year and continuing until the 3rd Monday preceding Labor Day, secretaries shall work 7½ hours per day not including lunch.

ARTICLE V

Work Loads and Assignments

A. Secretaries shall be assigned work within their area of competence without excessive and overburdening demands.

B. The Board shall take all reasonable measures to regularize work assignments, work loads and the relationship of the secretaries to persons who delegate assignments.

C. When additional help is necessary, the secretary shall receive the service of a co-op girl to assist her, if such help is available.

D. Notwithstanding their employment, secretaries shall be entitled to full rights of citizenship and no religious or political activities of any secretary or the lack thereof except subversive activities that advocate the overthrow of the government shall be grounds for any discipline or discrimination with respect to the employment of such secretary.

E. 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 VI

Vacancies and Promotions

A. Whenever any vacancy or other special opportunity in any secretarial or clerical position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen working days.

B. Any secretary may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

C. In any necessary reduction of the secretarial staff, a secretary with greater service shall be given preference over a secretary with less service to retain her employment. Any secretary whose services are so terminated shall be notified at least two weeks in advance in writing by the Board.

D. When secretaries whose services have been so terminated are to be re-employed, those having the greatest service shall be recalled first.

E. Not more than two years of credit for business experience and or business school education shall be allowed on the salary schedule. The experience allowed on the salary schedule is at the discretion of the Board and is not subject to the grievance procedure.

F. A new secretary shall be on probationary status for a period equivalent to one school year.

ARTICLE VII

Discharge and Demotion

A. Discharge or demotion of any secretary shall be made only for reasonable and just cause.

B. In the event any non-probationary secretary 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.

C. Should it be decided that an injustice has been done in regard to the non-probationary secretary's suspension or discharge, the Board agrees to reinstate her and pay her for all time lost.

ARTICLE VIII

Transfers

A. Since the frequent transfers of secretaries from one school to another is disruptive of effective administration and interferes with optimum secretarial performance, transfers of secretaries are to be minimized and avoided whenever possible.

B. In the event that transfers of secretaries appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VI.

ARTICLE IX

Resignation

A. Any secretary desiring to resign shall file a resignation form with the Board (Office of Personnel) at least 15 working days prior to effective date.

B. Any secretary who discontinues her services does not forfeit her right to earned vacation time.

ARTICLE X

Leave Pay

A. Sick leave shall accrue at the rate of one and one-half ($1\frac{1}{2}$) days per month for each month of active employment in this district during the term of this contract. The accumulation shall be limited to a maximum of one hundred and twenty (120) days.

B. Any secretary who is absent because of any 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 not to exceed her maximum sick leave accumulation.

ARTICLE XI

Leaves of Absence

A. Any secretary whose personal illness extends beyond the period compensated under Article X shall be granted upon request a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a secretary shall be assigned to the same position, or a substantially equivalent position, if available.

B. In addition to the sick days allowed for the illness of the employee, leaves of absence with pay chargeable against the secretary's sick leave allowance shall be granted annually for the following reasons:

(1) A maximum of five days for a critical illness or death in the immediate family.

(2) One day when emergency illness in family requires a secretary to make arrangements for necessary medical or nursing care.

(3) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, or husband. However, the total allowed time shall not exceed 3 days.

(4) Time necessary for attendance at the funeral service of a relative whose relationship to the secretary warrants such attendance, but not to exceed 4 days.

C. Leaves of absence with pay not chargeable against the secretary's allowance shall be granted annually for the following reasons:

(1) One personal business day with prior approval.

(2) Appearance as a witness in any judicial or administrative proceeding connected with the secretary's employment, or whenever the secretary is subpoenaed to attend any proceedings.

(3) Attendance at approved secretarial conference, institutes or conventions.

D. Leaves of absence without pay shall be granted upon application for the purposes of further educational study.

E. After 2 years of service a maternity leave shall be granted without pay, commencing not later than the end of the 7th month of pregnancy. However, written permission must be secured from a physician licensed to practice in the State of Michigan in order to work beyond the 5th month of pregnancy. The secretary shall be entitled to return from such leave to her former position or comparable position if available one year after the school year in which the leave became effective. In the event of a miscarriage or death of infant the secretary shall be entitled to return to her former position, or comparable position if available, upon recommendation of personal physician.

ARTICLE XII

Retirement

A. A secretary shall be retired by the Board upon reaching 65 years of age.

B. The School District may, however, retain a secretary beyond the age of 65 whenever a special, annual examination following an application, indicates that this employee is still capable of satisfactorily performing her duties and recommended by the Superintendent. In no case shall the employee be retained beyond the age of 68.

ARTICLE XIII

Severance Pay

In appreciation for services to the School District, a severance payment of \$5.00 per day for sick leave accumulated over 60 days in accordance with Article X, A will be paid upon qualifying for retirement under the provisions of the Michigan Public School Employees' Retirement Fund providing the secretary retires and draws immediate benefits.

ARTICLE XIV

Insurance Protection

The Board will pay up to \$15.00 per month (starting October 1, 1969, for new employees and for secretaries employed and covered the previous year under

the payroll plan; and starting with the enrollment period for secretaries employed by the School District the previous year and not enrolled) toward the cost of hospital-medical-surgical insurance for secretaries and dependents for each secretary regularly employed and who works six (6) or more hours daily and who makes proper application to participate in the plan that is in effect with the Board of Education, providing that secretary is considered to be a "Head of Household" by I. R. S. standards and not covered by a comparable health insurance program or a single subscriber who is not covered by a comparable health insurance program. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be for payments of its portion of premiums as set forth in this paragraph for secretaries under the payroll deduction plan.

ARTICLE XV

Continuing Education

The Board shall pay the fees, transportation, and living expenses for one or two members of the Association to attend the annual State Conference or the annual workshop of the Michigan Association of Educational Secretaries if approved by the Superintendent.

ARTICLE XVI

Secretary Discipline

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

ARTICLE XVII

Holidays and Vacations

- A. Holidays: See Article III, Section B.
- B. Secretaries on 52 weeks work schedule shall receive vacation annually with pay as follows: after one year of service - 5 days; after two years of service - 10 days; after 9 years of service - 15 days; after 21 years of service - 20 days.
- C. Secretaries have the right to choose the time of their vacations subject to work schedule.
- D. Secretaries are permitted to choose either a split or an entire vacation subject to work schedule.
- E. Vacation pay shall be paid to each secretary in advance of such secretary's vacation period, if requested.
- F. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- G. 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.

H. Vacation time will not be accumulative and will not be compensable if not taken, unless prior approval is given by the Superintendent.

ARTICLE XVIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by the agreement will be subject to negotiations between them from time to time during the period of this Agreement. Upon request by either party and upon mutual agreement, the parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least 60 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.

C. In any negotiations described in this 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 a majority of the Board and by a majority of 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 ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.

ARTICLE XIX

Grievance Procedure

A. Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement relating to wages, hours, terms or conditions of employment, shall promptly take the matter up with his immediate supervisor. Any grievance not initiated within 15 working days is considered null and void.

B. Adjustment of grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

(a) Level One: The employee with a grievance shall first discuss the matter with her immediate supervisor or principal, either directly or through her association representative, with the object of resolving the matter informally.

(b) Level Two: In the event that the employee is not satisfied with the disposition of her grievance at Level One, she shall file the grievance in writing to the district's supervisor of clerical personnel who shall issue a decision within 10 working days of receipt.

(c) Level Three: In the event that the employee is not satisfied with the disposition of her grievance at Level Two, she shall file the grievance in writing to the Board.

(d) Within 15 working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 working days after its submission to the Board.

(e) In the event that any grievance, or disputes cannot be adjusted by the employer and the Association as outlined above, then such matters shall, at the request of either party hereto, be promptly referred to the State Labor Mediation Board.

ARTICLE XX

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to 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.

B. Copies of this Agreement shall be made at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.

C. 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.

ARTICLE XXI

Management Rights

All rights and powers of management and of administration and supervision of personnel not specifically modified by this contract are retained by the Board.

ARTICLE XXII

No-Strike Clause

During the period of this agreement, the Association members agree not to strike or encourage a strike.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be in effect as of July 1, 1969, and shall continue to be in effect until June 30, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

EDUCATIONAL SECRETARIES ASSOCIATION

By _____
Its President

By _____
Its Secretary

THE SCHOOL SECRETARIES ASSOCIATION PAY SCALE

EFFECTIVE JULY 1, 1969 - JUNE 30, 1970

SCHEDULE "A"

CLASSIFICATION IV - (12 months)

<u>Step</u>	<u>1968-69 Schedule</u>	<u>1969-70 Schedule</u>
1	\$86/week	\$99/week
2	92	105
3	96	109
4	100	113
5	104	117
6	108	121
7	112	125
8	116	129

CLASSIFICATION III - (12 months)

<u>Step</u>	<u>1968-69 Schedule</u>	<u>1969-70 Schedule</u>
1	\$78/week	\$94/week
2	88	100
3	92	104
4	96	108
5	100	112
6	104	116
7	108	120
8	112	124

CLASSIFICATION II

<u>Step</u>	<u>1968-69 Schedule</u>	<u>1969-70 Schedule</u>
1	\$72/week	\$89/week
2	78	95
3	86	99
4	92	103
5	96	107
6	100	111
7	104	115
8	108	119

CLASSIFICATION I

<u>Step</u>	<u>1968-69 Schedule</u>	<u>1969-70 Schedule</u>
1	\$1.70/hour	\$1.85/hour
2	1.75	1.95
3	1.85	2.05
4	1.95	2.15
5	2.00	2.25
6	2.10	2.35

In order to advance to the next step on the salary schedule, a secretary must have been employed by the District prior to January 1, 1969.

CLASSIFICATION REQUIREMENTS:

- | | |
|---|--|
| I - Clerk-Typist | Typing and general office duties.
Book store and internal funds. |
| II - Secretary to Elementary Principal
Secretary to Intermediate Principal
Assistant Bookkeeper, Central Office | Typing, office management, bookkeeping, internal funds. Shorthand desirable. |
| III - Secretary to High School Principal
Secretary to the Assistant Superintendent - Curriculum | Typing and shorthand skills essential.
Ability to supervise work of others and work independently. |
| IV - Secretary to Assistant Superintendent - Business
Head Bookkeeper | Shorthand and typing essential. Office management. Bookkeeping training and/or experience. Must be able to work independently. |

ADDENDUM I

ARTICLE III

A. In addition to salaries the following economic items are subject to negotiation each year under Article III A:

Hospitalization Insurance

Sick Leave Accumulation

Work Calendar for Personnel working less than 52 weeks.