

6-30-75

Garden City

1973-75 CONTRACT AGREEMENT
BETWEEN
THE GARDEN CITY
EDUCATIONAL SECRETARIES ASSOCIATION
AND
THE BOARD OF EDUCATION
OF
THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY

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Michigan State University

July, 1973

*Garden City Public Schools
Box # 218
Garden City, Mich. 48135*

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board", and the Garden City Educational Secretaries Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, and terms and conditions of employment.

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the 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 working in a regular capacity and engaged in secretarial and clerical work (including bookkeepers, special program aides, and related service functions) but excluding the following executive personnel: (Secretary to Superintendent of Schools; Secretary to Assistant Superintendent of Schools; Secretary to Administrative Assistant, Personnel; and Secretary to Assistant Superintendent - Curriculum) coming within the bargaining unit as established by recognition of the Association letter at the March 22, 1966 Board meeting, thereby accepting the Garden City Educational Secretaries Association as the sole bargaining agent for secretarial negotiations. All secretaries represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries", and reference to female personnel shall include male personnel so employed.
- B. The Board agrees not to negotiate with any educational secretaries' organization other than the Association for the duration of this Agreement.
- C. Within forty (40) scheduled work days of the beginning of their employment hereunder, secretaries may voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all the member secretaries and shall be remitted immediately to the Association. Such dues may be prorated over four (4) consecutive pay periods at the request of the individual member. The secretary may withdraw her authorization for payroll deduction of dues by submitting two (2) weeks' advance written notification to the Payroll Department. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to

ARTICLE I - continued

the secretaries' organization, plus any costs including attorney's fees, incurred by the Board in connection therewith.

- D. In the event that a secretary does not become a member of the Association, such secretary shall, as a condition of continuation of employment by the Board, cause to be paid to the Association a representation fee equal to the dues and assessments of the Association. In the event that such a secretary has failed to cause such representation fee to be paid by October 1st of each year, (or within thirty (30) days of hire if she is a new employee) the Association shall so notify the Board in writing and the Board shall terminate her employment within thirty (30) days from the date such written notice is received. The failure of a secretary to become a member of the Association or cause the required representation fee to be paid to the Association within the specified time limits is hereby deemed to be just cause for termination of employment by the Board.

In any case where a secretary contests termination of employment under this section, the Association shall indemnify and save harmless the Board from any and all costs (Including, but not limited to, attorney fees, judgments and back wages) related to such termination.

ARTICLE II

Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the 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.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE III

Secretaries' Rights

- A. The Board specifically recognizes the rights of its secretaries, appropriately to invoke the assistance of the Employment Relations Commission, or a mediator from such public agency, costs to be borne for legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgments.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, if not inconsistent with school days or prior scheduled activities, provided there is no cost to the Board. No secretary shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- C. The Board agrees to furnish to the Association, in response to requests, all reasonably available information (which information has been presented to and approved by the Board of Education) concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information 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, exclusive of those items legally prescribed or designated (written or understood) as privileged communication by an issuing agency.
- D. Secretaries shall be entitled to full rights of citizenship; and no religious or political activities of any secretary, consistent with common American practice, or the lack thereof, 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, marital status, or membership in or association with the activities of the Association.

ARTICLE IV

Compensation

- A. The salaries of secretaries covered by this Agreement are set forth in Schedules A and AA which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The weekly rates of pay shown on the salary schedule are based on full-time, forty (40) hour weekly, employment in the specified positions. Any permanent secretary regularly employed on a continuing basis, of twenty (20) or more hours per normal work week, shall be compensated on a prorated rate of pay.
- C. The secretaries shall be paid time and one-half for all work approved by the immediate supervisor in excess of forty (40) hours in any one (1) week. For the purpose of computing overtime, the forty (40) hour work week shall include any holiday therein. If a secretary is requested to work on a paid holiday by her immediate supervisor and works on such paid holiday, she shall be paid at the rate of time and one-half for all hours worked plus her regular holiday pay.
- D. Work Weeks for Secretaries (45 Week, 44 Week, & 43 Week)
1. Secretaries who work forty-five (45) weeks (Jr. high, Sr. high, and ten month Central Office) will normally be called in three (3) weeks prior to the Monday of the week school opens, and normally finish one (1) week after the close of school.
 2. Secretaries who work forty-four (44) weeks (Normally one (1) secretary per elementary building) will normally be called in two (2) weeks prior to the Monday of the week school opens, and normally finish one (1) week after the close of school.
 3. Secretaries who work forty-three (43) weeks (All other elementary secretaries and high school secretaries/Media) will normally be called in one (1) week prior to the Monday of the week school opens, and normally finish one (1) week after the close of school.

ARTICLE IV - continued

4. Special Program Aides who work forty-one (41) weeks (Title I and Special Education) will normally be called in on the Tuesday immediately following Labor Day, and normally finish on the Friday of the last week of school in June.
- E. Any secretary, when attending any meeting at the request of the employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the employer representative for a period during the secretary's regular working hours.
- F. To be eligible for holiday pay, a secretary must be in a pay status the day preceding and the work day immediately subsequent to a holiday to be eligible for payment for the holiday.
- G. A secretary shall have completed her employment probationary period to be eligible for holiday pay. A secretary shall receive holiday pay entitlement retroactively upon completion of her employment probationary period.
- H. Whenever an observed legal holiday falls on Tuesday, the preceding Monday shall be a day off with pay. Whenever an observed legal holiday falls on a Thursday, the following Friday shall be a day off with pay.
- I. All regularly employed secretaries shall be entitled to the following holidays without loss of pay:

| | <u>1973-74</u> | <u>1974-75</u> |
|---|-----------------|------------------|
| 1. Independence Day (12 month secretaries only) | Wednesday, 7/4 | Thursday, 7/4 |
| 2. Labor Day | Monday, 9/3 | Monday, 9/2 |
| 3. Thanksgiving Day | Thursday, 11/22 | Thursday, 11/28 |
| 4. Friday immediately following Thanksgiving Day | Friday, 11/23 | Friday, 11/29 |
| 5. Christmas Eve Day | Monday, 12/24 | Tuesday, 12/24 |
| 6. Christmas Day | Tuesday, 12/25 | Wednesday, 12/25 |
| 7. New Year's Eve Day | Monday, 12/31 | Tuesday, 12/31 |
| 8. New Year's Day | Tuesday, 1/1 | Wednesday, 1/1 |

ARTICLE IV - continued

| | <u>1973-74</u> | <u>1974-75</u> |
|------------------|----------------|----------------|
| 9. Good Friday | Friday, 4/12 | Friday, 3/28 |
| 10. Memorial Day | Monday, 5/27 | Monday, 5/26 |

Note: In 1974-75: Friday, July 5, 1974
Monday, December 23, 1974
Monday, December 30, 1974
shall be days off with pay per Section H above.

ARTICLE V

Hours of Work

- A. The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday, and shall begin on Monday.
- B. The Board recognizes the principle of a standard forty (40) hour work week and will attempt to set work schedules accordingly. The Administration will not regularly require secretaries to work in excess of such standard work week. A part-time, four (4) hours per day, secretary may be required to work an additional four (4) hours per day to partially cover for an absent full-time secretary in a building on the day(s) of absence of the full-time secretary. In cases where it appears that there will be an extended absence, the personnel office will endeavor to obtain a full-time substitute secretary.
- C. All secretaries shall be entitled to a duty-free lunch period of not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour. This lunch period is to be recognized as their own free time. Specific lunch time is to be approved by the immediate administrator.
- D. In the event the Board should decide to close the schools on a day negotiated as a work day, it shall be considered a regularly scheduled work day, and paid as such.
- E. In the area of rest breaks, etc., state law concerning the employment of women shall prevail.

ARTICLE VI

Work Loads and Assignments

- A. The administration shall take measures to regularize work assignments and work loads, and to clarify the relationship between secretaries and those from whom she receives work assignments by supplying job descriptions for each position. Such descriptions shall be regularly reviewed and updated as needed.
- B. Secretaries who do banking and school errands for administrators shall be reimbursed for mileage on their personal cars at the rate of twelve (12) cents per mile.

ARTICLE VII

Vacancies and Promotions

Recommendations to specific positions or assignments are exclusively the responsibility of the administration. Hiring and placement are exclusively the prerogative of the Board.

- A. Whenever a vacancy in any secretarial or clerical position in the district shall occur, the Personnel Office shall publicize the same by providing for appropriate posting in every school building and in the Central Office. During the summer period, notice will be posted at the Central Office with a copy to the president of the Association. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) school days during the school year or twelve (12) business days during the summer period.

Since the filling of a vacancy could result in another open position, the Board, after the ten (10) or twelve (12) day period, can fill the posted vacancy and any resulting open positions from the initial applicants, from other applicants previously indicating in writing to the Personnel Office an interest in a particular position, or from outside applicants.

- B. Any secretary may submit application for transfer to a vacant or promotional position within the process indicated in "A" above. All secretaries submitting such application shall be interviewed by the Personnel Office and the administrator involved. The Board declares its support of a policy of promotions from within its own secretarial staff. In filling any vacancy, due weight will be given to background, attainments, skills, and other relevant factors. An applicant with less service in the system or an outside applicant shall not be awarded a position unless her qualifications are superior. A secretary who is not

ARTICLE VII - continued

awarded a requested transfer may request a conference with the Administrative Assistant for Personnel at which representatives of the Association may be present. At such conference the reasons as to why the requested transfer was not awarded will be given. The Board retains the right to employ outside applicants to fill vacancies.

- C. "Service" in the system, for purposes of this Agreement, shall mean total length of employment with the District in a continuous period. Service in the system for part-time secretaries shall be prorated.
- D. The Board shall provide for individual letters to be mailed no later than June 18 to each ten (10) month secretary confirming continuation of employment for the next school year. Affirmation of intent to continue service shall be filed with the Personnel Office by each such employee no later than July 1.
- E. As used in this contract, a new position shall mean the establishment of a totally new position of employment.
- F. A secretary filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification starting with the sixth (6th) consecutive working day in that position and retroactive to the first day.
- G. In the event that a position is still vacant after thirty (30) calendar days following the posting period (filled on a temporary basis), such vacancy shall be reposted and filled under the procedures described in this ARTICLE.
- H. Insofar as practicable, all vacancies will be filled by promotions, and all secretaries are encouraged to train and prepare for promotional opportunities.

ARTICLE VIII

Discharge and Demotions

- A. When a secretary is hired, she will serve a probationary period of forty (40) scheduled work days. Within five (5) scheduled work days of the 40th scheduled work day, the administration, with just cause, may extend the probationary period for an additional twenty (20) scheduled work days by notifying the President of the Association in writing.

Any secretary whose probationary period is extended for an additional 20 days will begin receiving the benefits of sick time, personal business, holiday pay, and vacation days retroactive to the date of hire at the conclusion of the initial 40 day probationary period.

- B. Discharge or demotion of any secretary shall be made only for cause sustained by facts.
- C. In the event any 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 hereinafter set forth.
- D. Should it be decided that an injustice has been done in regard to the secretary's suspension or discharge, the Board agrees to reinstate her and pay her for all time lost.

ARTICLE IX

Transfers

- A. Transfers are to be administered fairly and objectively without personal preference or prejudice. Unrequested transfers of secretaries are to be minimized and avoided whenever possible.

- B. Any secretary who shall be transferred to an executive personnel position and shall later return to secretarial status shall be entitled to retain such rights as she may have had under this Agreement prior to such transfer to executive personnel status.

ARTICLE X

Resignation

- A. Any secretary desiring to resign shall file a letter of resignation with the Personnel Office at least two (2) weeks prior to the effective date.
- B. Any secretary who discontinues her service in accordance with the provisions of A above does not forfeit her right to be paid for earned vacation time.
- C. Any secretary who has resigned her position and at a later date is reemployed can, at the time of rehiring, be allowed up to two (2) years credit on the salary schedule for previous experience in the Garden City School System. Such secretary shall be considered a probationary employee and must complete probationary requirements as stated in Article VIII, Section A. One (1) year of part-time experience shall be equated to one-half ($\frac{1}{2}$) year of experience.

ARTICLE XI

Leave Pay

A. Sick Leave

1. Days of sick leave shall be twelve (12) days per calendar year for full-time twelve (12) month secretaries and prorated for other secretaries at one (1) day per month for each calendar month of employment. (June and August combined constitute one (1) work month for ten (10) month employees when calculating sick leave.) A regularly employed secretary working twenty (20) or more hours per week but less than forty (40) hours per week receives one-half ($\frac{1}{2}$) of the sick leave allowance.
2. Unused sick days shall be cumulative.
3. In calculating sick leave:
 - a. For twelve (12) month employees: A bank of twelve (12) days per calendar year, beginning July 1.
 - b. For ten (10) month employees: A bank of ten (10) days per school year beginning with the official reporting date of the school year.
 - c. For regular part-time employees: One-half ($\frac{1}{2}$) of the appropriate bank of the respective days in a and b above.
 - d. A secretary must be paid for three-fourths ($\frac{3}{4}$) of the working days of the calendar month in order to earn a sick day for the calendar month.
4. A part-time secretary who works three-fourths ($\frac{3}{4}$) of the working days of a month as an eight (8) hour secretary shall receive one-half ($\frac{1}{2}$) sick leave day above her normal accumulation for that month.
5. Sick leave is limited to:
 - a. Personal illness
 - b. Emergency in the immediate family (to include only illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident, which can be extended under unusual circumstances.

ARTICLE XI - continued

- c. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (sons, daughters, mother, father, grandparents, brothers, and sisters), and dependents living within the household.
6. A secretary who takes an extended sick leave of more than eight (8) consecutive working days for personal illness shall have a certificate from her physician authorizing her return to work before returning to work. In cases of habitual absenteeism by an individual secretary (absent more than the number of sick days allocated for the current school year), earlier certification for future absences may be required by the administration showing actual disability to perform her duties.
7. Secretaries returning to work from a leave of absence, or maternity leave, within the authorized period of leave, shall retain previously accumulated sick leave.
8. Any secretary who is absent because of a line-of-duty 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 a maximum period of twenty-six (26) weeks (which would normally be worked by the secretary) per incident, with no subtraction of sick leave after the secretary becomes eligible for Workmen's Compensation loss of time benefits. Any sick days charged will be restored retroactively when the secretary becomes eligible for Workmen's Compensation loss of time benefits. While the secretary is receiving Workmen's Compensation loss of time benefits during the twenty-six (26) week covered period, she will continue to be paid by normal payroll process and will endorse her Workmen's Compensation loss of time benefits checks to the Board.

ARTICLE XI - continued

9. Sick leave benefits become retroactive to the date of hiring after satisfying the initial probationary period.
10. New secretaries in the Garden City School system shall satisfy the initial employment probationary requirements as stated in ARTICLE VIII, Section A before being eligible to receive salary due them for time missed due to the reasons indicated in Section A-5 of this Article. A secretary terminated prior to satisfactory completion of her initial employment probationary period shall not be entitled to loss of time benefits of any sort from Garden City Schools or its Group Insurance carrier(s).

B. Personal Business Leave

1. Secretaries are allowed two (2) days per full working year with full pay as personal business leave.
2. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)
3. New secretaries in the Garden City School System shall satisfy the initial probationary requirements as stated in Article VIII, Section A, before being eligible to receive salary due them for time missed due to personal business.
4. Personal business days shall be granted to the secretary when the request has been made to the Personnel Office, in writing, through the building principal or immediate administrator, at least twenty-four (24) hours in advance. The granting of such requests will be in the order of approval, but shall not exceed ten (10) days per calendar month unless approved by the Superintendent or his designee.
5. Emergency personal business leave (without 24-hour notice) may be granted at the discretion of the Personnel Office.

ARTICLE XI - continued

6. The day before or after a holiday or vacation period when school is in session may be granted for good cause only at the discretion of the Superintendent or his designee upon presentation of request in advance.

ARTICLE XII

Leave of Absence

- A. Any secretary whose medical disability extends beyond one (1) calendar year may request a leave of absence, without pay or fringe benefits, which shall be granted for the period of continued medical disability but not to exceed one (1) year. The secretary must present medical evidence to the Personnel Office at the time she can fully perform her duties (within one (1) year of the beginning of the leave of absence) and the secretary shall be returned from leave of absence as soon after such presentation as possible. A secretary shall return from a leave of absence when a position for which she is qualified is offered if she cannot demonstrate continued medical disability. If the secretary cannot present medical evidence that she can fully perform her duties by the end of the one (1) year leave, the secretary's employment shall be terminated.
- B. Leaves of absence with pay and/or fringe benefits not chargeable against the secretary's allowance shall be granted for the following reasons:
1. Absence when a secretary is called for jury service:
 - a. Employees called for jury duty shall receive the difference between the jury pay and their regular wages during the time they are serving on a jury.
 - b. Effort will be made to provide a substitute for the duration of a secretary's absence.
 2. Appearance in any judicial or administrative proceedings connected with the secretary's employment.
 3. A secretary shall be granted up to two (2) non-cumulative leave days during a school year to make officially required appearances before governmental agencies (for an incident in which the secretary is not personally involved), provided that the Board may intervene to attempt to schedule such appearances so as to not to interfere or disrupt the secretary's schedule and provided that the Board may grant additional such leave days under extenuating circumstances.

ARTICLE XII - continued

- C. Leave of absence without pay shall be granted for the following reason: A maternity leave shall be granted without pay and without accumulation of fringe benefits. Upon beginning maternity leave, a secretary shall be entitled to receive payment for any accrued vacation pay. However, insurance maternity benefits will continue. The secretary shall be entitled to return from such leave at any time within one (1) year, providing she has medical approval, and that there is a position available for which she is qualified. She shall be given an opportunity to apply for openings as they are available, or for a year's extension of leave.
- D. A secretary on an official leave of any type, other than that described in "B" above, shall not accrue any benefits during the period of the leave. However, upon her return as a secretary, all benefits previously accumulated would be retained and continue in effect. Upon request, a secretary shall be paid for earned accumulated vacation leave at the time she begins a leave under this section.
- E. The Board may grant leaves without pay or benefits for good reasons other than those described in this Agreement. Return from such leaves shall not take priority over return from leaves granted under this Agreement, however, all benefits previously accumulated would be retained and continue in effect. Upon request, a secretary shall be paid for earned, accumulated vacation leave at the time she begins a leave under this section.
- F. In bereavement with extenuating circumstances, a secretary may borrow sick leave and/or vacation days to be earned with prior approval of the Personnel Office.

ARTICLE XIII

Mandatory Retirement

A secretary, upon reaching sixty-five (65) years of age, shall be retired at the end of the school year.

ARTICLE XIV

Garden City Retirement and Death Benefits

A. Eligibility for Retirement Benefits

A secretary retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under the following conditions:

1. General Situation

Ten (10) years or more of service in the Garden City School System and eligible to receive public school employee's retirement benefits as defined in the State of Michigan General School Laws, June, 1960.

2. Special Situation

Thirty (30) years of service to the Garden City School System.

3. Health

After ten (10) or more years of service to Garden City Public Schools and upon certification by a Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the secretary may retire.

4. Age

The Secretary has reached sixty-five (65) years of age.

5. Limitation

Only one retirement benefit can be collected by a secretary.

B. Retirement Benefits

A lump-sum retirement benefit shall be computed in the following manner:

1. Ten (\$10) dollars per day for unused accumulated sick leave; or
2. Fifty (\$50) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.
3. A secretary shall receive an amount described in either 1. or 2., whichever is greater.

C. Optional Secretary Retiree's Health & Life Insurance Benefits

1. Eligibility

Ten (10) years or more of service in the Garden City School System and eligible

ARTICLE XIV - continued

to receive public school employee's retirement benefits as defined in the State of Michigan General School Laws, 1960.

or

Thirty (30) years of service in the Garden City School System.

or

After ten (10) years or more of service to Garden City Public Schools and upon certification by a Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the secretary may retire.

2. Coverage: Optional Health Insurance

Cost to Retirees

From date of retirement until age 65 - full group coverage

Group rate

From age 65 on, co-insured with Medicare - *rates subject to change with group rate changes

*Single - 9.01 per month
*Family -17.07 per month
*Family with dependents under 65 years of age - 33.80 per month

3. Coverage: Life Insurance

From date of retirement until age 65 - \$5,000

Group rate

From age 65 on - \$2,500

Group rate

4. Payments

All payments will be made directly to the insurance carrier's office. A payment overdue for 30 days will automatically cancel out all benefits. Payments for the following month will be due in the insurance carrier's office no later than the 10th of each month. The first payment will be due no later than 30 days after termination of employment.

D. Death Benefits

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City School secretary.

ARTICLE XV

Secretary Discipline

No secretary shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without cause sustained by fact.

Any formal discipline, reprimand, or reduction in rank, compensation or advantage, deemed unjust by the Association, shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XVI

Vacations

All secretaries shall be eligible for paid vacations, to be determined on the following basis:

- A. All twelve (12) month secretaries, for the first through the fourth year of service, shall receive ten (10) days vacation with pay. After the fourth year, one (1) day shall be granted upon completion of each additional year, through fourteen (14) years. For example, upon completion of the fifth (5th) year, a twelve (12) month secretary would be entitled to eleven (11) paid vacation days; upon completion of the sixth (6th) year, a twelve (12) month secretary would be entitled to twelve (12) paid vacation days; etc.; up to a total of twenty (20) paid vacation days.

NOTE: In calculating earned vacation days beyond the initial ten (10) days of vacation, the anniversary date of employment and total years of continuous regular employment shall determine each additional earned day, and said additional day shall be added to the next regularly scheduled vacation period.

- B. 1. All full-time, 41, 43, 44 and 45 week secretaries, after the completion of one (1) full school year of service, shall be entitled to eight (8) paid vacation days to be taken the subsequent school year.
2. A 41, 43, 44 or 45 week secretary, who has at least six (6) years of service with Garden City Schools, may elect to take all days (prorated if part-time) not scheduled as school attendance days or holidays, within the Christmas and Easter recesses as vacation days in lieu of the other vacation provisions for such secretary in this Article, provided she would have earned the maximum number of vacation days possible under the other provisions of this Article.
- C. All twelve (12) month secretaries with less than one (1) year of service shall receive paid vacation prorated at ten-twelfths (10/12ths) day per full calendar month. A regular twelve (12) month secretary, working less than full-time, shall

ARTICLE XVI - continued

be eligible for vacation based on the number of hours worked.

- D. All full-time, ten (10) month secretaries with less than one (1) year of service shall receive paid vacation prorated at eight-tenths (8/10ths) day per full calendar month, to be taken the subsequent school year. All part-time secretaries will be prorated on the same basis.
- E. All part-time, ten (10) month secretaries, after the completion of one (1) full school year of service, shall be entitled to four (4) paid vacation days to be taken the subsequent school year. However, should any such secretary change to full-time employment that school year, she will have earned vacation days at four-tenths (4/10ths) day per month up to date of full-time employment. From the date of full-time employment she will earn vacation days on a prorated basis as stated in Paragraph A or D above.
- F. A secretary shall have the right to request the time of her vacation with approval of her immediate administrator and the Superintendent's designee. Vacation time cannot be approved for more days than have been earned.
- G. A secretary shall be permitted to choose a split or an entire vacation with approval of the immediate administrator.
- H. Vacation pay can be paid in advance of such secretary's vacation period on her last payday prior to her vacation if requested in writing at least three (3) weeks in advance of said payday.
- I. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- J. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, secretaries shall be entitled to any unused vacation allowance at the rate of pay received by them at the time the allowance was earned. In the case of transfer to a position requiring fewer working hours or fewer weeks of employment, a cash payout for any difference in pay rate and/or

ARTICLE XVI - continued

useable vacation days will be made.

- K. If a secretary is requested by her administrator to postpone her vacation time because of an emergency work load, it is understood that she will not be required to forfeit any part of her earned vacation time, and shall be allowed to take her vacation time after the emergency has been resolved, and within a time limit mutually agreeable to herself and her immediate administrator; or, in case of unusual circumstances, to accept her vacation pay in lieu of time off if approved by the Superintendent or his designee.
- L. In order to earn a vacation day, a secretary must be paid for three-fourths (3/4ths) of the working days for that month.

ARTICLE XVII

Negotiation Procedures

- A. Upon ratification of the Master Contract, the bargaining unit shall not bring up matters for negotiation for the duration of the Contract, except as provided in Section B of this Article.

- B. Within ninety (90) days, and not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice, the parties will begin negotiations for a new agreement covering wages, hours, and 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 six (6) representatives and two (2) alternates 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 of Education and by a majority of the members of the bargaining unit; 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 Employment Relations Commission.

ARTICLE XVIII

Grievance Procedures

A. Definitions

1. A "grievance" is any alleged violation of the terms of this Agreement.
2. The "aggrieved employee" is the person or persons making the claim.
3. The term "secretary" includes any individual or group who is a member of the bargaining unit covered by this Contract.
4. A "party of interest" is an employee of the Board, or the Board, who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean scheduled working days.

B. Purpose

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 each level of the procedure. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and have the grievance adjusted without intervention of the Association, if any necessary adjustment is not inconsistent with the terms of this Agreement.

C. Structure

1. The Association shall have an established Grievance Committee, whose membership shall be known to all "parties of interest"; and that upon ratification of this Agreement, the Association will furnish the Board the names of the persons on the Grievance Committee.
2. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school

building. Said designee shall not be the administrator against whom the grievance is filed.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced by mutual agreement in order to effect a solution prior to the end of the school year. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated, and the relief requested.

1. Level One

A secretary with a concern which she identifies as a grievance shall discuss it with the administrator against whom she is aggrieved and at the lowest appropriate level of authority, individually or together with her Association representative(s), through the Association representative(s), or with representatives of either party of interest present, within forty-eight (48) hours of the occurrence.

2. Level Two

a. In the event the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, she may file the grievance, in writing, within ten (10) days of the occurrence of the grievance with the Association's Grievance Committee with a copy to the immediate administrator. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated, and the relief requested. Within three (3) days from receipt of the written grievance, the immediate

ARTICLE XVIII - continued

administrator shall submit his written report as to the solution, with copies to all parties as noted above.

- b. Within five (5) days of receipt of the administrator's written report, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant and the immediate administrator in writing within the same five (5) day period, the secretary may continue to process her claim individually. If the committee decides there is a legitimate grievance, it shall, within the same five (5) day period, process the written grievance to the Superintendent of Schools or his designee with copies to all parties of interest.
- c. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent or his designee will render a written decision to all parties of interest.

3. Level Three

In the event the aggrieved person is not satisfied with the decision at Level Two, or no decision has been reached within ten (10) days, she may refer the grievance, individually or through the Grievance Committee, to the Board of Education for consideration at its next regularly scheduled meeting. The Board will render a decision at that meeting or at the regular meeting next following the meeting at which the grievance was considered.

4. In the event the grievance is not satisfactorily resolved at Level Three, the individual or the Grievance Committee, within ten (10) days, may process the grievance to the Employment Relations Commission.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another secretary(s) or legal counsel;

Article XVIII - continued

providing, however, that any secretary may in no event be represented by an officer, agent, or outside representative of any organization other than the Association, or an attorney associated with its affiliate.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communication, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms as previously designed shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance, within the limits specified in Article III, Section C.
6. The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level within the time limits 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.
7. The following matters shall not be considered to be the basis of any grievance under the procedures as outlined in this article; the termination of service of, or failure to reemploy, any probationary secretary, by the Board.
8. When a grievance arises in more than one building, and is directed to the Superintendent or his designee, the regular grievance procedure will be followed, with the Level 1 and Level 2a procedures directed to the Superintendent's designee and the Level 2c procedure directed to the Superintendent.
9. The sole remedy available to any secretary for an alleged breach of this Agreement or any alleged violation of her rights hereunder, will be pursuant

Article XVIII - continued

to the grievance procedure; provided, however, that nothing contained herein will deprive any secretary of any legal right which she presently has. However, if a secretary elects to pursue any legal or statutory remedy, such an election will bar any further or subsequent proceedings for relief of said grievance under the provisions of this article.

10. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a secretary participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XIX

Layoff

- A. When faced with a necessary reduction of clerical staff, the Board shall handle such, to the degree possible, by not filling vacancies and making necessary transfers and changes in job descriptions.
- B. In the event necessary reduction of clerical staff requires the layoff of secretaries, the following procedures will be followed:
 - 1. Probationary secretaries will be laid off before all others.
 - 2. Secretaries in the same general classification will be laid off in order of least years of service to the District and ability to meet qualifications of remaining positions as altered by the layoff.
 - a. Ten month secretaries will constitute one general classification.
 - b. Twelve month secretaries will constitute one general classification.
- C. Secretaries will be called back from layoff status in order of greatest years of service to the District provided that a secretary may be passed over for call-back if she does not meet the qualifications of the vacant position for which the call-back is being made.
- D. Two (2) years of part-time service to the District shall be equated to one (1) year of service.
- E. Positions outside of the bargaining group shall not be affected by this ARTICLE.
- F. Any transfer or demotion directly or indirectly resulting from implementation of the procedures of this ARTICLE shall be considered voluntary.
- G. All fringe benefits accumulated by a secretary prior to her layoff shall be held frozen pending her return. Earned vacation will be paid, upon request, to the secretary at the time of layoff.

ARTICLE XIX - continued

H. A secretary on layoff status may continue group insurance coverage (except for disability income) at her expense.

I. Secretaries on layoff status shall be given preference for on-call secretarial work.

ARTICLE XX

Protection of Secretaries

- A. Any case of assault upon a secretary, during the course of her employment, shall be promptly reported to the administration. The Board will provide legal counsel to advise the secretary of her rights and legal processes with respect to such assault.
- B. If a secretary is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board per its workmen's compensation policy.
- C. Any complaints by a student or by a parent of a student or by a teacher directed toward a secretary shall be promptly called to the secretary's attention. A secretary shall be deemed innocent of any and all charges until proven otherwise.
- D. The Board shall cover secretaries with employment liability insurance under the District's multi-peril policy.

ARTICLE XXI

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Board. The absence of language in the Master Agreement is not construed as making any provision of the Master Agreement contrary to or inconsistent with any provision of the policies of the Board of Education.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board for the duration of this Contract.
- C. If any provision of this Agreement or its application shall be found contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect for the duration of this Contract.
- D. Members of the Association, the bargaining unit, and the officers thereof, individually and collectively, share with the administration and the Board the mutual responsibility of the total enforcement of this Contract.
- E. Current benefits received by employees shall not be jeopardized during negotiation of this Agreement or upon signing thereof, unless specifically altered by provisions contained herein.
- F. The Board shall pay wages, conference fees and expenses, exclusive of membership dues, for secretary attendance at workshops or in-service training sessions as approved by the Administration. The request to attend these sessions may be initiated by the secretary or the administration. Released time to attend in-service workshops structured by the Association and approved by the Administration may be provided.

ARTICLE XXI - continued

- G. Work performance on the part of the secretaries in reference to their working conditions will be determined entirely and exclusively according to this Master Agreement; and will not be related to or affected by, neither directly nor indirectly, the behavior of any other employee group of the Garden City Board of Education.
- H. The Board shall provide group insurance coverage as described in SCHEDULE B which is attached to and incorporated into this Agreement.
- I. Effective September 1, 1966, comparable outside experience up to the two (2) year level on the salary schedule can be allowed for a specific position after the probationary period, for both ten (10) and twelve (12) month secretaries has been satisfied.
- J. Any probationary employee who does not satisfactorily complete the probationary period will not accumulate paid vacation days, paid sick days, or personal business days except as otherwise noted in this Agreement.
- K. All ten (10) month secretarial personnel may elect to be paid on either a twenty-one (21) pay plan or a twenty-six (26) pay plan.

SCHEDULE A - SECRETARIAL SALARY SCHEDULE - INDEX

July 1, 1973 - June 30, 1974

| | <u>START</u> | | <u>ONE YEAR</u> | | <u>TWO YEARS</u> | | <u>THREE YEARS</u> | | <u>FOUR YEARS</u> | | <u>FIVE YEARS</u> | | <u>BEGIN EIGHTH YEAR</u> | |
|----------------------|--------------|----------|-----------------|----------|------------------|----------|--------------------|----------|-------------------|----------|-------------------|----------|--------------------------|----------|
| Level II | 1.30 | \$161.97 | 1.35 | \$168.20 | 1.40 | \$174.43 | 1.45 | \$180.66 | 1.50 | \$186.89 | 1.55 | \$193.11 | 1.60 | \$199.34 |
| Level IIA | 1.20 | \$149.51 | 1.25 | \$155.74 | 1.30 | \$161.97 | 1.35 | \$168.20 | 1.40 | \$174.43 | 1.45 | \$180.66 | 1.50 | \$186.89 |
| Level III | 1.15 | \$143.28 | 1.20 | \$149.51 | 1.25 | \$155.74 | 1.30 | \$161.97 | 1.35 | \$168.20 | 1.40 | \$174.43 | 1.45 | \$180.66 |
| Level IV | 1.10 | \$137.05 | 1.15 | \$143.28 | 1.20 | \$149.51 | 1.25 | \$155.74 | 1.30 | \$161.97 | 1.35 | \$168.20 | 1.40 | \$174.43 |
| Level V | 1.05 | \$130.82 | 1.10 | \$137.05 | 1.15 | \$143.28 | 1.20 | \$149.51 | 1.25 | \$155.74 | 1.30 | \$161.97 | 1.35 | \$168.20 |
| Level VA | 1.025 | \$127.70 | 1.075 | \$133.93 | 1.125 | \$140.16 | 1.175 | \$146.39 | 1.225 | \$152.62 | 1.275 | \$158.85 | 1.325 | \$165.08 |
| Level VI | 1.00 | \$124.59 | 1.05 | \$130.82 | 1.10 | \$137.05 | 1.15 | \$143.28 | 1.20 | \$149.51 | 1.25 | \$155.74 | 1.30 | \$161.97 |
| Special Program Aide | .90 | \$112.13 | .95 | \$118.36 | 1.00 | \$124.59 | 1.05 | \$130.82 | 1.10 | \$137.05 | 1.15 | \$143.28 | 1.20 | \$149.51 |

CLASSIFICATIONS

- Level II Accounting Clerk I (1); Purchasing Clerk (1)
- Level IIA Accounting Clerk II (1); Special Services Secretary (1)
- Level III School/Community Relations - Attendance Secretary (1); Buildings and Grounds Secretary (1); Accounting Clerk III (3); Secretary to Administrative Assistant, Pupil-Personnel Services (1); Secretary to Administrative Assistant - Finance (1); Personnel Secretary (1)
- Level IV Vocational Education Department Secretary (1); Head High School Secretary (1 at each high school); Head High School Bookkeeper (1 at each high school)
- Level V All Central Office Clerks and Secretaries not included above; All Junior High School Secretaries; All High School Secretaries not included elsewhere
- Level VA School Secretary/Media
- Level VI Elementary School Secretaries
- Special Program Aides - Title I; Special Education

SCHEDULE AA - SECRETARIAL SALARY SCHEDULE - INDEX

July 1, 1974 - June 30, 1975

| | <u>START</u> | | <u>ONE YEAR</u> | | <u>TWO YEARS</u> | | <u>THREE YEARS</u> | | <u>FOUR YEARS</u> | | <u>FIVE YEARS</u> | | <u>BEGIN EIGHTH YEAR</u> | |
|----------------------------|--------------|----------|-----------------|----------|------------------|----------|--------------------|----------|-------------------|----------|-------------------|----------|------------------------------|----------|
| Level II | 1.30 | \$174.11 | 1.35 | \$180.81 | 1.40 | \$187.50 | 1.45 | \$194.20 | 1.50 | \$200.90 | 1.55 | \$207.60 | 1.60 | \$214.29 |
| Level IIA | 1.20 | \$160.72 | 1.25 | \$167.41 | 1.30 | \$174.11 | 1.35 | \$180.81 | 1.40 | \$187.50 | 1.45 | \$194.20 | 1.50 | \$200.90 |
| Level III | 1.15 | \$154.02 | 1.20 | \$160.72 | 1.25 | \$167.41 | 1.30 | \$174.11 | 1.35 | \$180.81 | 1.40 | \$187.50 | 1.45 | \$194.20 |
| Level IV | 1.10 | \$147.32 | 1.15 | \$154.02 | 1.20 | \$160.72 | 1.25 | \$167.41 | 1.30 | \$174.11 | 1.35 | \$180.81 | 1.40 | \$187.50 |
| Level V | 1.05 | \$140.63 | 1.10 | \$147.32 | 1.15 | \$154.02 | 1.20 | \$160.72 | 1.25 | \$167.41 | 1.30 | \$174.11 | 1.35 | \$180.81 |
| Level VA | 1.025 | \$137.28 | 1.075 | \$143.97 | 1.125 | \$150.67 | 1.175 | \$157.37 | 1.225 | \$164.06 | 1.275 | \$170.76 | 1.325 | \$177.46 |
| Level VI | 1.00 | \$133.93 | 1.05 | \$140.63 | 1.10 | \$147.32 | 1.15 | \$154.02 | 1.20 | \$160.72 | 1.25 | \$167.41 | 1.30 | \$174.11 |
| Special Program Aide | .90 | \$120.54 | .95 | \$127.23 | 1.00 | \$133.93 | 1.05 | \$140.63 | 1.10 | \$147.32 | 1.15 | \$154.02 | 1.20 | \$160.72 |

CLASSIFICATIONS

- Level II Accounting Clerk I (1); Purchasing Clerk (1)
- Level IIA Accounting Clerk II (1); Special Services Secretary (1)
- Level III School/Community Relations - Attendance Secretary (1); Buildings and Grounds Secretary (1); Accounting Clerk III (3); Secretary to Administrative Assistant, Pupil-Personnel Services (1); Secretary to Administrative Assistant - Finance (1); Personnel Secretary (1)
- Level IV Vocational Education Department Secretary (1); Head High School Secretary (1 at each high school); Head High School Bookkeeper (1 at each high school)
- Level V All Central Office Clerks and Secretaries not included above; All Junior High School Secretaries; All High School Secretaries not included elsewhere
- Level VA School Secretary/Media
- Level VI Elementary School Secretaries
- Special Program Aide - Title I; Special Education

SCHEDULE B

INSURANCE

(Effective October 1, 1973)

Secretary Life Insurance Coverage

| | |
|------------------------------------|------------------|
| Life of Secretary | \$7,000 |
| Accidental Death and Dismemberment | \$7,000 Schedule |

Optional Secretary Dependent Life Insurance Coverage

| | |
|---|--------------------|
| Lives of dependent children - 14 days to 19 years old (extended to 23 years if full-time college student) | \$2,000 each child |
| Life of Spouse | \$2,000 |

Hospitalization and Major Medical Insurance Coverage for Secretaries and Optional Hospitalization and Major Medical Insurance Coverage for Secretaries' Dependent Spouses and/or Dependent Children

| <u>Benefit</u> | <u>Coverage</u> |
|--|--|
| Hospital Room and Board charges | Full coverage up to semi-private for up to 365 days |
| Miscellaneous Hospital Charges | Full Coverage with no limit for up to 365 days - including intensive care, anesthetist charges, and hospital charges for out-patient surgery |
| In-hospital doctor visits | Up to \$16 for first call Up to \$8 per day for up to 364 days |
| Major Medical Coverage | \$100,000 maximum \$50 deductible 80% - 20% co-insurance |
| Hospital Emergency First Aid for Accidental Injury | Full coverage with no limit |
| Supplemental Accident Coverage | Up to \$300 |
| Hospital Maternity Benefits | Same coverage as for sickness |
| Obstetrical Benefits (each child) | Up to \$350 for normal delivery - Up to \$500 for Caesarean Section or Ectopic pregnancy - Up to \$200 for Miscarriage |
| Surgical Schedule | \$1,650 Maximum 8.25 Unit Value Schedule (Out-patient and in-patient same) |

SCHEDULE B - continued

| <u>Benefit</u> | <u>Coverage</u> |
|--|---|
| Diagnostic, X-ray and Laboratory charges including Maternity | Reasonable and customary charges are fully covered |
| Psychiatric Care | ½ of charges to a limit of ½ of \$40.00 per visit, up to 52 visits |
| Ambulance Benefit | Reasonable and customary charges are fully covered |
| Convalescent Care | Up to ½ charge for semi-private of sending hospital (minimum of 3 days hospital stay) up to 365 days. Confinement must begin within 14 days of end of hospital stay |

Secretary Long Term Disability Insurance Coverage

Qualifying Period: Accident - exhaustion of accumulated sick leave
Sickness - 7 work days or the exhaustion of accumulated sick leave, whichever occurs last.

Workmen's Compensation - After twenty-six (26) weeks

Benefit: First contract year - 70% of per diem rate of pay¹ not to exceed a maximum of \$1,500 per month

Thereafter - 70% of monthly salary² not to exceed a maximum of \$1,500 per month

Maximum Benefit Period: Accident - Age 65
Sickness - Age 65

Type of Coverage: 24 hour

Integration with Other Income Benefits:

- (1) Workmen's Compensation
- (2) Michigan Public School Employess Retirement Fund
- (3) Social Security - Family
- (4) Any employer-sponsored disability or retirement plan

¹Per diem rate of pay - annual projected salary divided by annual scheduled work days
²Monthly salary - annual projected salary divided by 12

Notes

1. Secretaries on approved leave may continue to carry the same coverage by paying the group rates. Payments to begin within 30 days after beginning of leave.
2. Widow or widower of secretary may carry dependent life, hospitalization, and major medical coverage at group rate until remarriage.
3. Secretary must be enrolled for Optional Secretary Dependent Life Insurance

SCHEDULE B - continued

Coverage by November 1, 1973 or within thirty (30) days from date of hire or within thirty (30) days of acquisition of dependent spouse or children. The cost of such coverage shall be wholly the responsibility of the secretary.

4. Secretary must enroll or be enrolled for Optional Hospitalization and Major Medical Insurance Coverage for Secretaries' Dependent Spouses and/or Dependent Children by November 1, 1973 or within thirty (30) days from date of hire or within thirty (30) days of acquisition of dependent spouse or children. The cost of such coverage shall be shared with the Board paying seventy-five percent (75%) and the secretary paying twenty-five percent (25%).

Duration of Agreement

This Agreement shall be effective as of July 1, 1973, and shall continue in effect for two (2) years until June 30, 1975. All agreements will be retroactive to July 1, 1973.

Garden City Board of Education
Garden City, Michigan

Garden City Educational
Secretaries Association

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chief Negotiator

By _____
Chief Negotiator