

GRAND HAVEN Assoc. of
Educational Secretaries

June 30, 1976

7341 Park St.

Grand Haven, MI
49417

CONTRACT AGREEMENT

BETWEEN THE

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN

COUNTIES OF OTTAWA AND MUSKEGON, MICHIGAN

AND

GRAND HAVEN ASSOCIATION OF EDUCATIONAL SECRETARIES

GRAND HAVEN

School District

CONTRACT AGREEMENT

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SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN
COUNTIES OF OTTAWA AND MUSKEGON, MICHIGAN
AND
GRAND HAVEN ASSOCIATION OF EDUCATIONAL SECRETARIES

Ratification Date

October 15, 1974

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Recognition	1
ARTICLE II Board Rights	1
ARTICLE III Employees Rights	2
ARTICLE IV Transfer	3
ARTICLE V Emergency and Sick Leave	4
ARTICLE VI Holiday Pay	5
ARTICLE VII Conference	6
ARTICLE VIII Vacations	6
ARTICLE IX Work Week	6
ARTICLE X Working Hours	7
ARTICLE XI Overtime	7
ARTICLE XII Liability Insurance	7
ARTICLE XIII Mileage and Auto Liability Insurance	8
ARTICLE XIV Individual Contracts	8

	<u>Page</u>
ARTICLE XV Necessary Reduction and Recall of Association Personnel	10
ARTICLE XVI Assignment Classification	11
ARTICLE XVII Compensation	11
ARTICLE XVIII Grievance Procedure	12
ARTICLE XIX Negotiations Procedures	12
ARTICLE XX Duration of Agreement	13

ARTICLE I

RECOGNITION

- A. The Board of Education of the City of Grand Haven, hereinafter called "Board", hereby recognizes the Grand Haven Association of Educational Secretaries, hereinafter called "Association", for the purpose of collective bargaining pursuant to Act 336 of 1947, as amended, for the following employee job classifications:

All secretaries, media assistants and clerks employed by the Board, but excluding therefrom confidential employees such as, but not necessarily limited to, secretaries to the Superintendent, Assistant Superintendent, Assistant Superintendent for Business Services, assistant secretary to the Assistant Superintendent for Business Services, secretary to the E.S.E.A. Title III Director, payroll accountant, clerk of the payroll accountant, students and all others.

- B. For purposes of this contract the term "employees" shall refer to all members of the bargaining unit represented by the Association as above specified. Singular shall include plural.
- C. The Association will cooperate with the School Board officials in matters pertaining to an efficient performance of duties by employees in recognition of the mutual responsibility to educate all of the students of Grand Haven Public Schools.

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

- B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to duties and responsibilities of all employees and the working conditions which are not inconsistent with this Agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, materials used for instruction and administration, and the employment selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of all school personnel, excepting where expressly and in specific terms limited by the provisions of this Agreement.

ARTICLE III

EMPLOYEES RIGHTS

Agreed to 3-27-74

- A. The Association shall have the right to the reasonable use of school facilities, within existing Board policies pertaining to use of school facilities, including inter-school mail service. Existing procedures of reserving rooms and equipment will be followed. Any extra cost, such as overtime salary for custodians, will be paid by the Association. Large mailings must have prior approval of the Assistant Superintendent for Business Services.
- B. The Board recognizes the right of any employee to request in writing the following payroll deductions or reductions:
 - 1. Group MEA Hospitalization Insurance Premiums
(Dental option)
 - 2. Ottawa County School Employees Credit Union
 - 3. Contributions to Community Chest
 - 4. U. S. Savings Bonds
 - 5. Tax Deferred Annuity Programs
 - 6. Association Dues

All deductions or reductions shall be made in accordance with procedures established by the Board.

- C. Following verbal reprimands, when the employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is to be affixed to the individual's Personnel Record, the employee and the Association President shall be promptly notified in writing of the action taken.

Any employee who is to be dismissed or suspended from duty shall have the right to a hearing before representatives of the Association and Board.

- D. Employees agree to uphold the policies, rules, regulations and practices of the Board now and hereafter adopted and uphold the several sections of this contract.
- E. Nothing in this Agreement shall be construed to deny or restrict an employee's rights. This Agreement is subject to the limitations of State and Federal laws.
- F. The employees accept the responsibility to strive for excellence in their work, and take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.

ARTICLE IV

TRANSFER

- A. Whenever a vacancy or newly created position occurs within the bargaining unit, the Assistant Superintendent for Business Services will post such a position for a period of 5 working days before permanently filling it. Any interested employee may apply, in writing, to the Assistant Superintendent for Business Services, indicating the employee's interest in said position. Such position shall be filled by the Assistant Superintendent for Business Services on the basis of fitness for the job and other relevant criteria, including the desires of any administrator affected by the transfer. First consideration will be given to present employees who have applied.
- B. Employees of the bargaining unit who have requested a transfer and who have had a formal interview shall be notified in writing within 21 days following the interview whether or not they have received the position for which they were interviewed.
- C. Temporary transfers of assignment may be necessary to promote efficiency or meet emergencies. The employee shall work at her current rate for the first ten (10) working days when given a change of assignment. After this ten-day working period, the employee shall receive the rate determined by the administration for the new assignment based on the employee's years of service and the new job classification.

- D. If a transfer is effectuated, the transferred employee shall not be eligible for another transfer for a period of 6 months, except with the consent of the administration.

ARTICLE V

EMERGENCY AND SICK LEAVE

- A. All full-time employees shall receive emergency and sick leave at the rate of one day per month of employment (12 months-12 days; 9 months-9 days). Each employee will be credited with the full amount at the beginning of each school year (July 1).
- B. Unused sick and emergency leave shall be cumulative.
- C. A statement will be presented to each employee at the beginning of the school year showing accumulated leave.
- D. If any employee terminates her service before the end of the contract term, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.
- E. Sick leave is basically an insurance and covers only illness, disability, and emergency procedures. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
- F. Emergency and sick leave shall be granted without loss of pay as follows:
1. Illness, injury, or unavoidable quarantine of the employee.
 2. Serious illness, injury, or death in the immediate family.
 3. Personal leave.
- G. Limitations
1. Emergency and sick leave absence for all causes shall not exceed the unspent balance of leave credited to the employee.
 2. Emergency leave absence for each death or critical illness in the immediate family shall not exceed five days.
 3. Two days a year of cumulative leave allowance may be used for professional, family, or business obligations. Personal leave is limited to two days annually, but unused personal leave will be added to cumulative sick leave. The purpose

of this leave is to permit employees to be absent to take care of obligations which occur on a regular school day. Such personal leave is not intended for recreational, job-hunting, or similar purposes. Written notification of such personal leave, stating reason for leave in general terms, will be made at least twenty-four (24) hours before taking leave, except in emergencies, with employee's building principal.

4. Definitions:

- (a) Immediate family is defined as: Parent, Brother, Sister, Husband, Wife, Son, Daughter, or person with whom one has had association equivalent to family ties.
 - (b) Critical illness or injury in the immediate family would include surgical operations, serious illness or injury and presupposes a doctor's attendance.
- H. Upon recommendation of the Superintendent, the Board may require an employee to submit to physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted; the cost of such examination will be paid by the Board of Education.
- I. In the event of the absence of an employee for illness in excess of five consecutive days, the Board, at its expense, may require examination by an independent physician.
- J. PROVISION - SCHOOL INCURRED INJURIES OR DISEASE - Any employee who is absent due to injury or disease incurred in the performance of assigned duties compensable under Michigan Workmen's Compensation Law, shall be paid an amount equal to the difference between the workmen's compensation allowance and the employee's salary without deduction from sick leave for a period up to one year. Beyond one year such payments would be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to her regular weekly pay until the sick leave is exhausted.

ARTICLE VI

HOLIDAY PAY

- A. All employees with regular scheduled hours shall not be required to work on the following holidays if school is not in session and shall receive current regular wages for such days:

Labor Day, Thanksgiving and the day after, full day before Christmas, Christmas, full day before New Year's Day, New Year's Day, Washington's birthday (February 17), Memorial Day, Fourth of July - (12 month employees).

If any of the above holidays fall on Saturday or Sunday, the Friday before or the Monday after the holiday (but not both) will be designated as a day off at the regular rate of pay, provided that school is not in session. If school is in session, all employees are obligated to work.

ARTICLE VII

CONFERENCE

- A. When the official regional secretarial conference is in session, up to and including three (3) employees from the Grand Haven Association of Educational Secretaries may be entitled to attend while receiving full pay for that day if it is a scheduled work day. Those attending shall be selected by the school administration through the normal conference request procedures (Form A - Teacher Staff Handbook Appendix).

ARTICLE VIII

VACATIONS

- A. An employee shall receive vacation with current pay in accordance with the following schedule based on the fiscal year, July 1 - June 30:

1. Twelve month employees:

After one full contract year of employment: 2 weeks vacation
with pay

After ten full contract years of employment: 3 weeks vacation
with pay

- B. All vacations shall be taken during the summer months (June, July and August) when school is not in session, or at the discretion of the employee's immediate supervisor. Request for vacations must be made in writing two (2) weeks in advance of the proposed vacation time to the employee's immediate supervisor. The immediate supervisor shall reply to the employee within five (5) days granting approval or disapproval.

ARTICLE IX

WORK WEEK

- A. An employee's regular work week shall consist of no more than 40 hours

worked during no more than 5 days with a minimum of one-half hour for lunch break per day. Employees shall not take work home.

- B. An employee shall receive one 15-minute break per 3 1/2 - 4 hours worked.
- C. The administration will determine the work schedule of each employee within the limitations of A and B above.
- D. When school is closed because of weather conditions, the employees will receive the same consideration as the administrative staff in determining the need to remain at work or report to work.

ARTICLE X

WORKING HOURS

Working hours for each assignment will be determined by the administration and included in the individual contract of each employee. Working hours of any clerical or secretarial employee may be changed upon reasonable notice to the individual employee by the administration.

ARTICLE XI

OVERTIME

- A. Any work performed over 40 hours in one week will be paid at the rate of time and one-half.
- B. Any work performed over eight hours per day shall be paid at the rate of time and one-half.
- C. Paid holidays and emergency leave are considered work time.

ARTICLE XII

LIABILITY INSURANCE

- A. The Board provides liability insurance as specified in Policy # I.S.T. 816-25-34 on itself and employees not covered by other insurance policies. However, gross negligence by any employee is the responsibility of the individual employee.

MEMORANDUM OF
AGREEMENT

WHEREAS, the two-year collective bargaining agreement between the School District of the City of Grand Haven and the Grand Haven Association of Educational Secretaries, effective June 30, 1974 through June 30, 1976, provides that Articles VI (Holiday Pay), VIII (Vacations), and XVII (Compensation) may be re-opened by the Association during the second year of the contract; and

WHEREAS, the Association did re-open said Articles by giving the required thirty (30) days written notice; and

WHEREAS, the parties have met and negotiated in good faith with respect to said Articles; and

WHEREAS, agreement has been reached on said Articles by and between the respective negotiating teams for the parties, and said agreement has been accepted, ratified and approved by the Association's membership;

NOW, THEREFORE, IT IS AGREED as follows:

1. That Article VI (Holiday Pay) of the collective bargaining agreement between the parties shall be amended for the second year of said agreement, effective July 1, 1975, to provide in its entirety as follows:

ARTICLE VI

Holiday Pay

A. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following designated holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. Day before New Years
7. New Years Day
8. One (1) day during the school year to be designated by the Board in accordance with the school calendar.
9. Memorial Day
10. Fourth of July

B. Employees eligible for such holiday pay shall be paid, at straight time hourly rates, for the number of work hours contained in their normal regularly scheduled work day.

C. Eligibility for Holiday Pay: (1) To be eligible for holiday pay hereunder, an employee must be a regular employee on the day of the holiday; must have completed the probationary period; must have worked her last regularly scheduled work day before the holiday and her first regularly scheduled work day after the holiday.

(2) No holiday pay shall be paid to any employee for any holiday which falls within the summer vacation period if such employee does not regularly work during said summer vacation period; and no holiday pay shall be paid to an employee for any holiday which occurs after the date of her quit or discharge, or while she is on leave of absence, or while she is absent due to an illness or injury (occupational or non-occupational) or while she is laid off; and no holiday pay shall be paid to an employee who is scheduled to work on a holiday but who fails to report for and perform such work. In the event an employee eligible for holiday pay is scheduled to work on a designated holiday, however, such employee shall receive holiday pay in addition to her regular pay.

2. That Article VIII (Vacations) of the collective bargaining agreement between the parties shall be amended for the second year of said agreement, effective July 1, 1975, to provide in its entirety as follows:

ARTICLE VIII

Vacations

A. All regularly scheduled employees who (1) are employed on a twelve (12) month basis and who (2) have completed one (1) or more years of continuous employment with the Board since their last hiring date and who (3) have worked sixteen hundred (1600) hours or more during the preceding employment year (anniversary date to anniversary date) shall receive vacations with pay, at straight time rates, in accordance with the following schedule:

Two (2) weeks vacation with pay after one (1) year.

Three (3) weeks vacation with pay after ten (10) years.

All regularly scheduled employees who (1) are employed on a twelve (12) month basis and who (2) have completed one (1) or more years of continuous employment with the Board since their last hiring date and who (3) have worked less than sixteen hundred

(1600) hours during the preceding employment year (anniversary date to anniversary date) shall receive that proportion of the vacations with pay prescribed above as their hours worked bears to sixteen hundred (1600) hours.

B. As used in this Article, the term "week" or "weeks" shall mean, with respect to any employee eligible for vacation with pay, the number of work hours contained in such employee's normal regularly scheduled work week. (For example, an employee who is entitled to two (2) weeks vacation with pay and whose regularly scheduled work week consists of thirty-five (35) hours, should receive seventy (70) hours of paid vacation.)

C. Vacation pay will not be paid in advance but will be paid on the employee's regular pay day as if the employee had worked during such period.

D. Paid vacations shall not be accumulative from year to year, but must be taken between the anniversary date upon which they are earned and the next succeeding anniversary date.

E. All paid vacations shall be taken during the summer vacation period (i.e. outside the regular school year), except when the prior written permission of the employee's supervisor is obtained to the contrary under unusual circumstances. All requests for paid vacations must be made in writing to the employee's supervisor at least two (2) calendar weeks in advance of the requested paid vacation time. The supervisor shall reply to an employee's written request for paid vacation time within five (5) working days of receipt of such request, approving or disapproving such request.

3. That Article XVII (Compensation) of the collective bargaining agreement between the parties shall be amended for the second year of said agreement, effective July 1, 1975, to provide in its entirety as follows:

ARTICLE XVII

Compensation

A. Wage Scale:

1. 1975-76 Scale (Effective July 1, 1975 - June 30, 1976)

Assignment Classification	Wage Steps -- Full Years of Service*					
	1	2-3	4-5	6-7	8-9	10
1	2.71	2.98	3.19	3.40	3.55	3.60
2	2.61	2.87	3.08	3.30	3.41	3.47
3	2.52	2.78	2.87	3.05	3.16	3.21

*2. Full year of service is defined as calendar year commencing with the anniversary date of employment. Service is time on the job.

3. Employees changing job classifications shall be located on the above schedule by the administration.

B. Insurance Benefits:

The Board shall contribute to a qualified insurance carrier not to exceed \$24.12 per month toward the cost of a family hospitalization plan.

In the event an employee does not wish to participate in the hospitalization plan, the Board shall contribute to a qualified insurance carrier not to exceed \$14.50 per month toward the cost of a dental plan.

The Board's contribution shall be on a twelve (12) month basis.

The Board shall have the right to select the carrier for either of the above plans.

4. That the Association did, at its membership meeting of October 20, 1975, accept, ratify and approve the amendments and agreement hereinabove contained, and that the same shall be submitted to the Board for its formal approval at its next regular meeting.

5. That a revised collective bargaining agreement incorporating the amendments and agreement hereinabove contained shall be prepared by the Board and shall be executed by the Board and the Association following the Board's formal approval of the same.

Dated: October 22, 1975.

GRAND HAVEN ASSOCIATION OF
EDUCATIONAL SECRETARIES

By: Luthe Swanson
Chairperson

By: Margaret Brems

By: June McCarty

By: June Rose

By: Delene Hays

By: Gloria Alberts (Pres)

By: Gloria Burkhardt

GRAND HAVEN BOARD OF EDUCATION

By: John Andreege
asst. Supt.

By: John Lipard, *Attney*

ARTICLE XIII

MILEAGE AND AUTO LIABILITY INSURANCE

- A. Mileage, as stated per school policy, shall be granted any employee authorized to use her personal vehicle for school business. Request for payment must be submitted by the individual employee on forms provided by the Board.
- B. Any employee required to transport students in her personal vehicle is covered by the school insurance policy as specified in Policy # 816-25-34, provided the member owns her car, has a valid drivers license, and the car is covered by accident insurance at the employee's expense.

ARTICLE XIV

INDIVIDUAL CONTRACTS

Each employee will receive an annual individual contract from the Board after a general contract agreement is signed by representatives of the Board and the Association. All individual contracts shall be issued for signature within thirty (30) days after ratification of this Agreement or by July 1 of each year, whichever shall occur first.

The individual contract will include the following:

Name _____

Assignment Classification _____

Hourly Wage _____

Hours Per Week _____

Weeks Per Year _____

Beginning and Ending Dates
of Contract Period _____

ARTICLE XV

NECESSARY REDUCTION AND RECALL OF ASSOCIATION PERSONNEL

- A. The Board and Association, realizing that education, to a large degree, depends upon the financial resources available to the Board as provided by the local public and the State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational program and, subsequently, the staff when funds are not available.
- B. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
- C. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
 - (1) The employees with the least number of years of seniority with the Board and least amount of qualifications for remaining assignments will be laid off first.
 - (2) A fourteen (14) day notification of layoff will be given by the Board.
- D. In the event a necessary reduction of personnel should occur, the administration shall offer the laid off employee any reasonable assistance in securing employment.
- E. "Layoff" means a reduction in the working force due to a decrease of work and/or operating funds.
- F. "Seniority" is defined as continuous time from last date of employment including layoff periods.
- G. Employees on layoff for a continuous two-year period shall be removed from the seniority list.
- H. Laid off employees shall be recalled to service according to seniority as defined in this Agreement and the qualifications necessary to fill the available position(s). Notice of recall shall be sent to the last known address of the employee by registered or certified mail.
- I. The employee shall report for work within ten (10) working days after receipt of recall notice. Thereafter, employment is automatically terminated.

ARTICLE XVI

ASSIGNMENT CLASSIFICATION

1. Secretaries
2. Media Assistants
3. Clerks

ARTICLE XVII

COMPENSATION

A. Wage Scale:

1. 1974-75 Scale (effective July 1, 1974 - June 30, 1975)

Assignment Classification	Wage Steps - Full Years of Service *					
	1	2-3	4-5	6	7-10	11
1	2.71	2.89	3.10	3.28	3.33	3.43
2	2.61	2.79	2.99	3.15	3.20	3.30
3	2.52	2.70	2.79	2.91	2.96	3.06

- * 2. Full year of service is defined as calendar year commencing with the anniversary date of employment. Service is time on the job.
3. Employees changing job classifications shall be located on the above schedule by the administration.

B. Insurance Benefits

The Board will pay to a qualified insurance carrier \$18.96 per month towards the cost of a family hospitalization plan.

In the event an employee does not wish to participate in the hospitalization plan, the Board shall contribute to a qualified insurance carrier the sum of \$14.50 per month towards a dental plan.

The Board's contribution will be on a twelve month basis.

The Board shall have the right to select a carrier for either of the above plans.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. (Step 1) Should any difference arise between an employee and the Board as to the meaning or application of the terms and provisions of this contract, such differences should normally be adjusted by discussion between the employee and her supervisor. When such difference is not or cannot be adjusted by this method, the employee involved may refer her difference to the Association President who shall endeavor to settle the difference informally with the supervisor. If not settled:
- B. (Step 2) The difference shall be referred to as a grievance and shall be promptly placed in writing and signed by the President of the Association and the grievant and submitted to the Assistant Superintendent for Business Services for his consideration of the grievance at the earliest agreeable time, but not later than seven (7) days after he shall have received the grievance. No grievance will be adjusted without the Association President being present. If a grievance is not presented to the Assistant Superintendent for Business Services within one month of its occurrence, it will be understood it no longer exists.
- C. (Step 3) If the grievance is not settled in Step 2, the Association President shall, within five days after completion of the meeting or meetings with the Assistant Superintendent for Business Services referred to in Step 2, submit the grievance to the Board of Education who will, within two weeks, meet with the Association President and endeavor to settle the grievance.
- D. Disposition of the grievance in writing by the Board shall be made to the President of the Association no later than twenty-one (21) days after the hearing with the Board.

ARTICLE XIX

NEGOTIATION PROCEDURES

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

Not later than June 1 of the Calendar Year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning salaries and all other conditions of their employment. Such negotiation may include, but not limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all and will be reduced to writing and signed by the Board and the Association.

Neither party in any negotiations 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. Time and place will be agreed to by both parties. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XX

DURATION OF AGREEMENT

The articles agreed upon in this contract shall be effective as of June 30, 1974, and shall terminate on June 30, 1976.

This Association shall have the right to re-open Article VI, Holiday Pay, Article VIII, Vacations, and Article XVII, Compensation, during the second year of this contract upon thirty (30) days written notice prior to the anniversary date of this contract.

SOCIATION OF EDUCATIONAL SECRETARIES

Y: Delores I. Bova
President

Y: Norochy Leuka
Committee Chairman

Y: Jean Ritsema
Negotiations Committee

Y: John Zurbart
Negotiations Committee

Y: Margaret Brema
Negotiations Committee

Y: Arlene Voss
Negotiations, Committee

Y: Ruth Swanson
Negotiations Committee

BOARD OF EDUCATION

By: Robert D. Vincent
Personnel Committee Chairman

By: Jim H. Smith
Personnel Committee Member

By: Robert Akin
Personnel Committee Member

By: John Audreaser
Negotiations Committee

NOTES: