

6/30/97

MASTER AGREEMENT
BETWEEN
GRAND LEDGE BOARD OF EDUCATION
AND
MEA/NEA UNIT I
(SECRETARIAL/CLERICAL)

JULY 1, 1994 - JUNE 30, 1997

Grand Ledge Public Schools

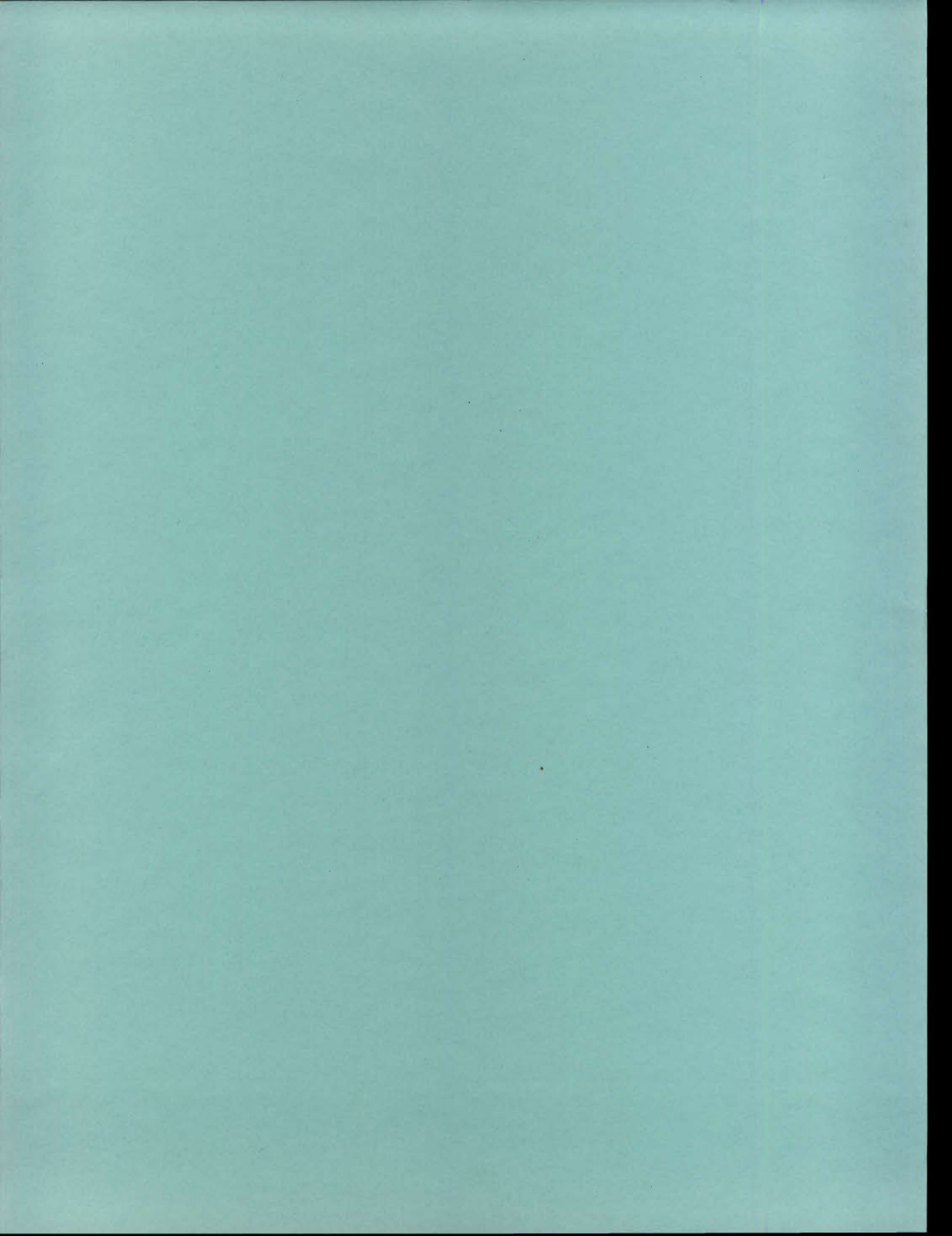


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This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the MEA/NEA hereinafter called the "Association."

PREAMBLE

WHEREAS the Board has an obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with representatives of its secretarial personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all instructional secretarial-clerical personnel employed by the Board, with the following exclusions: classrooms aides, noon-hour and playground aides, and central office personnel.
- B. The Board agrees not to negotiate with any secretarial organizations other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict any individual employee's rights they may have under the Michigan General School Laws or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.
- D. All secretaries as a condition of continued employment shall either:
 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year; or
 2. Cause to be paid to the Association a representation fee established by the Association on the thirty-first (31st) day from employment or within 31 days of notification by the Association of the amount of said fee. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the secretary has failed to comply with this condition and recommending the termination of employment (copy to secretary), shall notify said secretary his/her services shall be discontinued, unless said fees are paid. The refusal of said secretary to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment. No employee shall be terminated during the pendency of any appeal relative to the level of service fee.

3. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE II - EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations.
- B. The Board specifically recognizes the right of its employees to invoke assistance of the Michigan Employment Relations Commission as provided by law.
- C. A secretary engaged during the working day in negotiating on behalf of the Association with any representatives of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Office mailboxes and bulletin boards in lounges and workrooms shall be made available to the Association and its members.
- D. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information as will assist the Association, upon request of the Association.
- E. All grievances and negotiation activities shall take place after the workday unless specifically approved by the Board or its agent in advance. Such approved activities shall be without loss of pay for participants.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- A. 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 invested in it by the laws and the Constitution of the State of Michigan, and/or the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.
- B. The expense 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 specific and express terms of the Agreement.

ARTICLE IV - QUALIFICATIONS

- A. Minimum qualifications for secretarial workers shall be high school graduation. The person shall be familiar with general office procedures and a capable typist. The person shall have the ability to assume responsibility for office methods and results. The person shall be able to conduct good public relations.
- B. Experience shall not be a prerequisite for employment unless, in the opinion of the Personnel Office, the position is deemed to require it or unless specifically stated as a job requirement listed elsewhere. Nothing in this section shall prevent the Board from requiring additional qualifications beyond the minimum so long as said additions can be shown to be directly related to the position.
- C. All employees will serve a probationary period of forty-five (45) work days. During probation, employment may be terminated by either the Board or the employee without the usual two (2) week notice. Probationary employees will not be entitled to such regular employee benefits as sick leave and vacation allowances. When an employee achieves permanent status, allowances for sick leave and vacation will be computed from the date of original hire and he/she shall become eligible for all benefits not specifically excluded to which he/she is entitled by provisions of this contract on the first day of the month following the completion of the probationary period. Probationary employees are not subject to the grievance procedure.
- D. Upon completion of their probationary period, qualified employees may receive credit for previous applicable work experience. However, in no event shall such credit be applied to exceed two (2) years.
- E. The Association shall be notified of the date of employment, classification, and step on salary schedule of newly employed instructional secretaries and transfers.

ARTICLE V - COMPENSATION

- A. The hourly wages of secretaries covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. This wage schedule shall remain in effect for the term of this Agreement.
- B. All secretaries who are regularly scheduled to work the week of a holiday and who work the day before and/or the day after the holiday shall be allowed days with pay as established in the school calendar adopted by the Board of Education. If a secretary's absence was due to sickness, accident, or similar cause, or if the holiday fell during the secretary's scheduled vacation period, the person should receive full holiday pay. Such days shall include Labor Day, Thanksgiving Day and the following Friday, Christmas and the day before, and New Years' Day (when Christmas and new Years' fall on Saturday or Sunday, the corresponding Friday or Monday will be the paid holiday), Good Friday, except when classes are scheduled, Memorial Day, Independence Day, and Presidents' Day. In addition to the above schedule, one (1) or more floating holidays shall be granted to each employee to be used only at his/her discretion. A minimum of eight (8) paid holidays shall be granted.

- C. When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the secretary has no control over, secretarial employees will not be required to work and will be paid for the day unless that day is scheduled for make-up as per the ECEA Agreement and the make-up of the day extends the regular work year of the employee. In that instance, the secretary will not be paid for the snow day but will be paid for the make-up day; provided, the bargaining unit member shall experience no loss, delay, or interruption of his/her regular pay per Article V,B. Buildings will be open, when possible, so that secretaries may work. Pay or sick leave days will not be deducted when employees cannot report on such days. Secretaries will be paid at the rate of time-and-one-half their regular pay when they,work on such days at the request of their supervisor.

- D. Secretaries regularly scheduled for 49 weeks or more will receive 10 days vacation; after five (5) years employment in the bargaining unit, 15 days; after ten (10) years employment in the Grand Ledge Public Schools, 20 days. Secretaries regularly employed for not less than 20 hours per week but less than 49 weeks shall receive five (5) days vacation pay; after five (5) years, ten (10) days; after ten (10) years, fifteen (15) days. Pay for these days shall be based on their current hourly wages and number of hours worked per day.

Vacation pay may be requested at any time, providing the request is for full weeks, but normally at the Christmas-New Years' or Spring vacation time. The request should be made in writing at least five (5) working days in advance to the Deputy Superintendent. The employee may request vacation pay as earned or on a prorated basis. The final vacation benefit will be paid on the last check of the work year.

- E. The payroll office shall make payroll deductions upon written authorization from a secretary for annuities, MESSA options, credit union, and Association dues or representation fee in lieu of dues.

ARTICLE VI - WORKING HOURS, ASSIGNMENTS, AND CONDITIONS OF EMPLOYMENT

- A. The Board agrees to make available existing rooms, restrooms, lunchroom, lavatory, and telephone facilities for the use of employees and will provide comparable facilities in any new building programs. Long distance charges for non-professional, non-school business shall be paid by the using employee.

- B. Adequate parking facilities shall be made available to employees for their use whenever practical and possible.

- C. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except as it may affect his/her effectiveness as an employee.

- D. 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.

- E. All employees shall be expected to complete the necessary physical examinations, immunizations, x-rays, etc., as required by the Board. The Board will pay all costs not covered by insurance.
- F. The normal work week will be 40 hours or whatever is scheduled by the job description during the school year. The building principal shall determine the daily work schedule, including a regularly scheduled lunch period to be duty free. The Personnel Office shall be notified of the schedule. Any secretary who is requested to work in any secretarial capacity for the school district over and above his/her regularly scheduled working hours will be reimbursed at his/her normal rate of pay, unless such total hours exceed forty (40) hours per week, then the secretary will be compensated at the rate of time-and-one-half his/her regular pay.
- G. A rest period is allowed away from the desk in the morning and the afternoon for a period not to exceed twenty (20) minutes each time.
- H. The parties recognize that it is necessary to use temporary workers at times. A temporary worker shall be understood to mean one who is used as a short-term replacement not to exceed forty-five (45) consecutive, continuous work days or to supplement the regular work force. Requests for additional help should be made to the employee's direct supervisor, a copy of which is to be forwarded to the Deputy Superintendent.
- I. Secretaries shall be reimbursed for mileage incurred pertaining to school business at the current rate allowed by the Board. Mileage reimbursement may be requested monthly or quarterly on forms provided and must be approved by the secretary's immediate supervisor.
- J. There shall be a job description (as drawn up by the secretary and his/her immediate supervisor, with final approval from the Deputy Superintendent) on file in each secretary's personnel file.
- K. Secretaries shall not be required to assume any supervisory or administrative responsibilities for and/or of buildings, parents, teachers, administrators, or students. Nothing in this Article shall preclude a secretary being assigned nominal amounts of student supervision while a student is in the office, or immediate vicinity of the secretary's work station. If a secretary needs administrative direction while his/her supervisor is inaccessible, he/she may contact a Central Office administrator.

ARTICLE VII - NEGOTIATION PROCEDURES

- A. It is contemplated that matters included in this Agreement and other areas of common concern to the parties shall be subject to negotiation by mutual agreement between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering the resolving of any such matters.

- B. 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, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke lawful measures it may deem appropriate.

ARTICLE VIII - SUSPENSION AND DISMISSAL

- A. Discharge or demotion of any secretary shall be made only for reasonable and just cause. The secretary shall be notified in writing by the Deputy Superintendent prior to discharge or demotion.
- B. In the event any secretary shall be suspended or discharged from employment and believes he/she has 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 secretary's suspension or discharge, the Board agrees to reinstate the secretary and pay for all time lost.

ARTICLE IX - RESIGNATION

Any secretary desiring to resign or retire shall file a letter of resignation with the Board at least ten (10) days prior to the effective date.

ARTICLE X - VACANCIES AND PROMOTIONS

- A. The Personnel Office shall inform all secretaries in writing of any openings in any offices within the Grand Ledge Public Schools as soon as the notice of vacancy or other job opportunity develops. During the summer months, copies of postings shall be forwarded to a designated Association Representative. Employees not working in the summer may leave a stamped, self-addressed envelope(s) with the Personnel Office so that postings can be mailed to said employees. Secretaries who may be interested in transfers should make this known to the Deputy Superintendent in writing by July 31st.

1. When additional, temporary, and/or permanent help is needed to perform duties currently being done by members of the bargaining unit, and such help is approved by the Deputy Superintendent, the position shall be posted as a vacancy within the bargaining unit for a maximum of five (5) working days. This request for help shall be made by the building principal or the secretary's supervisor.

- B. Any secretary may apply in writing 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 employed in the school district, and other relevant factors. The Board declares its support of the policy of promotions within its own staff, including promotions to supervisory and executive levels. All present employees who apply for a vacancy and who meet minimum qualifications will be interviewed and will receive a written notification of the action to fill the vacancy.

- C. New secretaries hired in the unit shall be considered as probationary employees for the first forty-five (45) days of work. When a secretary finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the day forty-five (45) days of work prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

- D. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged and disciplined employees.

- E. Seniority shall be on a school-wide basis, in accordance with the secretary's original date of hire. New secretaries less than twenty (20) hours per week shall have their seniority calculated on pro rata basis.

- F. The Association recognizes that the Board may hire seasonal or substitute employees for up to forty-five (45) days worked to perform seasonal, temporary, or emergency work.

- G. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all secretaries of the unit entitled to seniority. It shall be updated annually by the Deputy Superintendent and distributed to each employee in the bargaining unit.

- H. A secretary shall lose his/her seniority for the following reasons only:
 1. The employee quits.
 2. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 3. The employee is absent for five (5) consecutive working days without notifying the Board. In extenuating circumstances, exceptions shall be made. After such absence, the Board will send written notification to the secretary at his/her last-known address that he/she has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

4. The employee does not return to work when recalled from layoff, as set forth in the recall procedure. In extenuating circumstances, exceptions shall be made.

5. Return from sick leave and leaves of absence will be treated the same as #3 above.

I. The word, layoff, means a reduction in the work force due to a decrease of work or lack of funds.

J. When a layoff takes place, secretaries not entered on the seniority list shall be laid off first. Thereafter, secretaries having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior secretary on the seniority list being laid off first.

In the event a higher seniority secretary's job is eliminated, he/she will be offered, based on order of seniority according to the seniority list agreed to between the Association and the Board, the choice of any "open" position(s). (Open positions shall be those positions in the bargaining unit which are worked an equal or greater number of weeks per year or an equal or greater number of hours per week than those of the eliminated bargaining unit position.) Should the secretary's new position require *specialized training for that position, the Board agrees to provide on-the-job training for said secretary. Said on-the-job training shall not exceed forty-five (45) work days.

A secretary whose job has been eliminated has the right to refuse the offered position, thereby he/she will be placed on indefinite layoff status by the Board of Education.

*Specialized training - i.e., computer operator, not basic clerical skills as outlined in Article IV-A.

1. In the event of a layoff, the employee's seniority and unused sick days will be frozen at the date of layoff and restored on the day of recall. No loss of seniority will occur except for the period of layoff.

2. Recalls will not be implemented until all displaced secretaries have had a choice of open clerical positions.

3. Future openings will be posted for secretaries presently employed before offering to a secretary on layoff.

K. In the event an employee receives a reduction in hours worked per fiscal year, the employee so reduced shall have the right to replace the least senior employee scheduled to work a number of hours per fiscal year that is equal to or greater than the senior employee's schedule prior to the reduction (provided the employee with the reduced schedule is more senior). If such a bump is not available, then the employee with a reduced schedule may replace a less senior employee who is scheduled to work a greater number of hours than the reduced schedule allows. When a bump of the latter type occurs, the least senior employee with a number of hours closest to the schedule of the senior employee (prior to the reduction) shall be the employee affected. An employee who is bumped by a more senior employee may use the same process to secure a position for herself/himself.

1. In the event more than one employee's schedule is reduced, a determination shall be made as to which positions would be affected if the end result would be to have the least senior persons possible bumped from their positions. Each reduced employee, beginning with the most senior, shall then be allowed to name the position (from the determined positions) into which he/she elects to bump that is held by a less senior employee.
 - a. Employees who are bumped will exercise their options during the bumping process according to their position on the seniority list.
 - b. No movement of persons shall be done until all movement in the chain of displacements has been determined.
2. An employee shall be entitled to waive his/her right to bump. If an employee elects to waive that right, he/she will accept the open position at the conclusion of the bumping process or retain his/her position if unaffected by any other bump.
3. A meeting shall be scheduled with the Association Problems Committee and the Superintendent or his/her designee at which the bumping will take place. All bargaining unit members shall be invited to attend this meeting and shall be given written notice of said meeting at least seven (7) calendar days prior to the scheduled date.
4. A secretary who does not waive his/her right to bump, but is prevented from maintaining his/her hours because there is no less senior secretary in a position with hours equal to or greater than the reduced secretary's original hours (at the time of the bumping meeting), shall retain the right to bump as described in this Article for the purpose of regaining his/her original hours (at a minimum) for one semester (90 school days) from the date of said meeting.
5. Secretaries who will have their positions changed due to bumping shall be notified in writing of the change at least seven (7) calendar days prior to the effective date of said change.
 - L. Secretaries to be laid off will receive at least fourteen (14) calendar days advance notice of layoff.
 - M. When the working force is increased after a layoff, secretaries will be recalled according to seniority, with the most senior secretary on layoff being recalled first. Notice of recall shall be sent to the secretary at his/her last-known address by registered or certified mail. If a secretary fails to report for work within fourteen (14) calendar days from the date of mailing of notice of recall, it shall be considered a quit. In extenuating circumstances, exceptions may be made.

ARTICLE XI - LEAVES

It is the intention of this Leave Policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, personal emergencies, and deaths. False reports for reasons of absence shall cause a notation (with a copy to the secretary) to be entered in the secretary's permanent personnel file.

A. PERSONAL ILLNESS OR INJURY LEAVE

1. All secretaries absent from duty because of personal illness or injury shall be allowed full pay of one (1) day for each month of compensated service, up to twelve (12) days during any school year as follows:

38 - 40 week employees	10 days/yr.
41 - 44 week employees	11 days/yr.
52 week employees	12 days/yr.

A secretary who discontinues his/her service shall refund any unearned sick leave pay which may have been advanced.

2. Any of the allowed days not used will be credited to the secretary's record and be accumulated to a maximum of 184 days.
3. The Board reserves the right to require a physician's statement upon return from absence of three (3) or more days because of illness or injury.
4. The secretary shall file (immediately upon return from any absence), with the building principal, a written report on a form furnished by the Board of Education setting forth the reason for absence; i.e., sick leave, personal leave, other absences. Leave time shall be recorded on the employee attendance record form in one-half hour intervals.
5. Employees may use personal illness or injury leave for the following reasons:
 - a. Personal illness or injury.
 - b. Illness, injury, or death in the immediate family - not to exceed five (5) days in any one school year, unless special approval is granted by the Deputy Superintendent - defined as any person whose illness or death has a real meaning to the secretary.
6. Upon retirement or resignation, an employee with a minimum of twelve (12) years of service shall be paid for all unused sick leave, based on one-half (50%) of his/her current rate. In no event shall such payment exceed the following percentage of any employee's average annual income from the Grand Ledge Public Schools in the past three (3) years:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

In the event death should occur while the secretary is employed with Grand Ledge Public Schools, full sick leave payment (100%) shall be made to the beneficiaries or to the employee's estate, if there are no beneficiaries designated.

B. BUSINESS OR PERSONAL LEAVE

1. A secretary shall be allowed two (2) days per year for personal business activities with full pay. The second such day shall be deducted from personal illness days as defined in (A) above. The request for these days shall be submitted in writing at least five (5) days in advance, whenever possible, to the secretary's immediate supervisor for approval.
2. Personal business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after-school hours. It is not provided for casual or indiscriminate use.

C. SCHOOL BUSINESS LEAVE

1. Leave of absence with pay not chargeable against the secretary's sick leave will be granted as follows:
 - a. Time necessary for appropriate representatives to attend conferences and other activities recommended by the Association and approved by the Deputy Superintendent.
 - b. Attendance at approved educational conferences or convention which are recommended by the building principal or immediate supervisor and approved by the Deputy Superintendent.
 - c. All other absences which are in the course of school business and having the approval of the administration.
2. Secretaries will notify their principal immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency.
3. When approved in advance by the Personnel Office, conference costs and travel expenses will be reimbursed by the Board at the Board's current rate per mile. Membership charges shall be the responsibility of the employee unless approved in advance by the Personnel Office.

D. EXTENDED LEAVE OF ABSENCE

1. When it is determined, either by mutual agreement or a doctor's statement, that an employee cannot fulfill his/her job description, the employee may request a voluntary leave of absence (includes personal illness, maternity, etc.). All requests

must be submitted in writing through the secretary's immediate supervisor to the Deputy Superintendent. If the leave is granted, it will be without pay or benefits. The full conditions of the agreement, including the assignment of the secretary upon return and the effect, if any, on the salary schedule, must be put in writing to the employee.

2. Any member of the bargaining unit that requests and receives a leave of absence shall have the right to return to the same position in regard to hours worked and at the same salary schedule as was held at the time the leave was granted.

E. OTHER LEAVES

Leaves of absence with full pay not chargeable against the secretary's sick leave shall be granted for the following reasons:

1. Absence when a secretary is called for jury duty.
2. Time necessary for appearance in any legal proceedings connected with the secretary's employment or with the school district if the secretary is required by law to attend.
3. Absence while confined due to contagious diseases (example - mumps, measles, whooping cough, scarlet fever, chicken pox, and pink eye) when it is reasonably determined that the exposure occurred at school, shall not be charged against the secretary's leave time.

ARTICLE XII - RETIREMENT

- A. The Board of Education will pay a retirement benefit of fifty dollars (\$50) for each complete year that an employee has been employed with the Grand Ledge Public Schools based on his/her adjusted seniority date at the time of his/her retirement. To qualify for this benefit, the employee must have an adjusted seniority date with a minimum of ten (10) complete years of service. In the event death should occur while the secretary is employed by the Grand Ledge Public Schools, the \$50.00 per year retirement benefit will be paid to the employee's designated beneficiary or to the employee's estate if there are no beneficiaries designated.

ARTICLE XIII - INSURANCE PROTECTION

- A. Workers' Compensation - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State of Michigan.

- B. The Board of Education shall provide subsidies toward the following MESSA Pak, Plans A and B, for a full twelve (12) month (September 1 through August 31) period for the bargaining unit member and his/her entire family. The Board shall sign an Employer participation agreement.

Plan A

Health MESSA Super Care I
 LTD Plan I: 60%; 90 calendar days modified fill; mental/nervous 2 year limit; \$2500 monthly maximum; Social Security Freeze; Alcoholism/Drug Addiction 2 years
 Life \$10,000 Negotiated Life with AD&D
 Vision VSP-2
 Dental Delta Dental Plan E 07 (50/50/50: \$500)

Plan B

LTD Plan I: 60%; 90 calendar days modified fill; mental/nervous 2 year limit; \$2,500 monthly maximum; Social Security Freeze; Alcoholism/Drug Addiction 2 years
 Life \$15,000 Negotiated Life with AD&D
 Vision VSP-3
 Dental Delta Dental Plan C 01 (50/50/50: \$500)
 Options Any monies remaining after the Board's payment of Plan B insurance may be used by the individual bargaining unit member in Plan B for other non-taxable MESSA and MEA Financial Services options or other mutually agreed to annuity companies.

Bargaining unit members not electing MESSA Pak Plan A will select MESSA Pak Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment shall be provided whenever contribution subsidy amounts change for the groups.

The Board's subsidy shall not exceed the following amounts:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Plan A	\$470.42	\$493.94	\$518.64
Plan B	\$171.46	\$180.00	\$189.00

The Association shall have the right to improve or modify the plans each July 1.

- C. A secretary must be working regularly on a one-half time (20) hours per week job or more to be eligible for insurance benefits.
- D. If an employee is absent because of illness or injury, the Board shall continue to pay the Board's share of the health insurance premium for as long as the employee is on paid leave.

ARTICLE XIV - PROTECTION OF EMPLOYEES

A. LEGAL AND PHYSICAL

1. Secretaries are covered under the general liability policy carried by the Board of Education.
2. All cases of accidents, injury, or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported to the principal promptly.
3. Complaints by parents or students directed toward employees shall be called to the attention of the employee when, in the judgment of the principal or direct supervisor, such information will be help to all concerned.

ARTICLE XV - GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
2. The term "employee" may include any individual or group covered by this Agreement.
3. The "aggrieved" is the person or persons making this claim.
4. The term "days" when used in this section shall mean consecutive working days for which the secretary is employed.

B. The primary purpose of the procedure set forth in this section 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 as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration independently. All employees will have the opportunity of the presence of an Association representative at any level of the grievance procedure.

C. STRUCTURE

1. The building principal or direct supervisor shall be the administrative representative when the particular grievance arises in one building.
2. The "Association Problems Committee," as set up by the Association, shall be the committee to which grievances are referred. In the event any member of this committee is a party in interest to any grievance brought, that person shall ask to be disqualified and a substitute shall be named by the Association.

3. Others who take part in resolving grievances shall be the Deputy Superintendent, the Superintendent of Schools, and the MEA UniServ Director.

D. PROCEDURE

1. The number of days indicated at each level should be strictly observed and every effort made to expedite the process. The time limits may be extended by mutual agreement, in writing. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution to the grievance prior to the end of the school year or as soon thereafter as is practicable.

Pre-Grievance Level - The grievance will be discussed by the employee and building principal or supervisor within ten (10) days of the alleged violation or knowledge of its occurrence. If agreement or solution is not reached, dissatisfaction should be made known to the other party, in writing, within five (5) days of discussion.

Level A - Within five (5) days after this written notification, the employee should report the grievance in writing to the immediate supervisor. The immediate supervisor will attempt to resolve the grievance through conferences with the employee. Conferences shall be held within five (5) days of the written notification to the immediate supervisor. The immediate supervisor shall, within five (5) days of the conference, report to the aggrieved in writing his/her decision.

Level B - If there is no agreement at Level A, within five (5) days of receipt of the written report, the aggrieved shall notify the Superintendent, or designee, in writing of the desire for a meeting. Within five (5) days after receipt of the request, the Superintendent, or designee, will call a meeting, including the chairperson of the Association's Problems Committee, the immediate supervisor, and the parties concerned in the grievance. The proceedings of this meeting will be recorded. The Superintendent, or designee, shall within five (5) days of this meeting notify in writing the aggrieved of his/her decision.

Level C - If the parties are unable to resolve the grievance at Level B, the Association, within ten (10) working days after such decision by the parties is determined, shall notify the Board in writing that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within five (5) days of notice to arbitrate, he/she shall be selected by The American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in each arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgment thereon shall be final and binding on the Association, the Board, and on all parties. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Level D - Appeals may be entered as provided by law.

E. MISCELLANEOUS

1. A grievance may be withdrawn at any level without precedent.
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. Failure to appeal a decision within time limits specified shall bar further proceedings thereon.
4. Failure by the Board or its representatives to act upon a formal grievance within the time limits specified will result in the grievance being granted to the Association or the aggrieved.
5. The Association reserves the right to file a policy grievance on behalf of any individual in the Association.
6. A grievance may be filed at Level B in cases involving loss of pay.
7. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVI - 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. All future individual employee agreements shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed by the Board of Education at no charge to the Association and furnished to all secretarial personnel now employed or hereafter employed by the Board.
- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application to the employee shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- F. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association.

ARTICLE XVII - SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979, P.A. 94, as amended.
- B. Recommendations made by an site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wage, hours, and/or terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Employees will be paid for SIP/BET meetings which they are required to attend, which are held during the employee's regular working hours.
- F. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- G. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE XVIII - EVALUATION

- A. A bargaining unit member's evaluation shall be based on formal and informal observations of the bargaining unit member's work. Each bargaining unit member will be evaluated by his/her immediate supervisor at least once every three years.
- B. Evaluations shall be in writing and a copy given to the bargaining unit member at the evaluation conference with the supervisor.
- C. If a supervisor believes that a bargaining unit member is doing unacceptable work, the reasons shall be set forth in the evaluation, along with ways in which the bargaining unit member is to improve.
- D. Evaluations are not subject to the grievance procedure. It is expressly understood, however, that any discipline resulting from evaluation of an employee's work is subject to the grievance procedure.

ARTICLE XIX - DURATION

The Agreement shall be effective as of July 1, 1994, and shall continue in effect for three (3) years until the 30th day of June, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.

BOARD OF EDUCATION OF GRAND LEDGE PUBLIC SCHOOLS

John Buck
Robert Brock
Linda M. Toy
J. Lawrence Miller

2/9/95
Date

Thomas D. Gray
Timothy D. Maul
Janice H. Wagner

MEA/NEA

Karen Sherwood
May M. Erb

Sandra K. Sipes
6/13/95
Date

SCHEDULE A - WAGE SCHEDULE

A. 1. Wage Schedule

<u>Step</u>	<u>1994-95 Hourly Wage</u>	<u>1995-96 Hourly Wage</u>	<u>1996-97 Hourly Wage</u>
1	\$ 9.00	\$ 9.18	\$ 9.36
2	\$ 9.75	\$ 9.95	\$10.15
3	\$10.38	\$10.59	\$10.80
4	\$10.95	\$11.17	\$11.39
5	\$11.48	\$11.71	\$11.94
6	\$12.03	\$12.27	\$12.52
7	\$12.75	\$13.01	\$13.27
8	\$13.60	\$13.87	\$14.15
9	\$14.62	\$14.91	\$15.21

NOTE: Upon ratification of this Agreement, employees hired prior to January 25, 1995 shall be moved numerically two steps higher than they were prior to that date.

- B. 1. Longevity factor shall be added to a secretary's hourly wage and shall be determined by the number of years of employment in the Grand Ledge Public Schools.
2. Effective every July 1, any secretary who has completed 10 years of employment in the Grand Ledge Public Schools as a secretary shall receive an additional \$.29/hour above his/her rate on the wage schedule.
3. Effective every July 1, any secretary who has completed 13 years of employment in the Grand Ledge Public Schools as a secretary shall receive an additional \$.43/hour above his/her rate on the wage schedule.
4. Effective every July 1, any secretary who has completed 16 years of employment in the Grand Ledge Public Schools as a secretary shall receive an additional \$.56/hour above his/her rate on the wage schedule.
- C. A secretary who begins employment on or before January 1 will be eligible for the next step on the salary schedule the following July 1.
- D. Prior to the start of the school year, every Association member shall have the option of declaring whether to have his/her salary divided into twenty-one (21) equal pay periods or twenty-six (26) equal pay periods.
- E. Secretaries who work more than forty (40) hours per week will receive time-and-one-half for those hours over 40.
- F. A secretary who begins employment with an Associate Degree in Business or related field shall begin at the second step on the salary schedule.
- G. All secretaries who have earned Professional Growth credit as of September 1, 1988, will continue to receive their Professional Growth pay.

GRAND LEDGE PUBLIC SCHOOLS

MEA/NEA UNIT I

GRIEVANCE REPORT

Grievance # _____ Date _____

Pre-Grievance Level

1. Date Cause of Grievance Occurred _____

2. Statement of Grievance _____

3. Section of Contract Allegedly Violated _____

4. Relief Sought _____

5. Discussion Date _____

6. Written Result _____

Signature of Grievant

Date

LEVEL A

Date Received _____

1. Disposition of Immediate Supervisor _____

Signature of Immediate Supervisor

Date

Date Received by Grievant/Association _____

LEVEL B

Date Received _____

1. Disposition of Superintendent/Designee _____

Signature of Superintendent/Designee Date

Date Received by Grievant/Association _____

Position of the Association _____

Signature of Association Rep. Date

Date Notified Superintendent/Designee of Association's Position _____

LEVEL C

Date Board Notified _____

1. Date Request for Services to American Arbitration Association _____

Date of Arbitration Hearings _____

Disposition/Award of Arbitrator _____

Signature of Federal Arbitrator

Date of Decision

1. The first part of the paper is devoted to a general introduction of the subject.

2. In the second part, we shall discuss the various methods which have been proposed for the solution of this problem.

3. The third part is devoted to a detailed study of the method proposed by the author.

4. In the fourth part, we shall compare the results obtained with those of other authors.

5. The fifth part is devoted to a discussion of the advantages and disadvantages of the proposed method.

6. Finally, in the sixth part, we shall give some numerical examples to illustrate the method.

7. The seventh part is devoted to a conclusion and some remarks.

8. In the eighth part, we shall give some references to the literature.

9. The ninth part is devoted to a list of symbols and abbreviations.

10. Finally, in the tenth part, we shall give some acknowledgments.

11. The eleventh part is devoted to a list of references.

12. Finally, in the twelfth part, we shall give some concluding remarks.

