

KENTWOOD PUBLIC SCHOOLS  
4479 Kalamazoo Avenue, S.E.  
Kentwood, Michigan 49508

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective Dates:  
July 1, 1973 through  
June 30, 1976

KENTWOOD EDUCATIONAL SECRETARIES ASSOCIATION MASTER AGREEMENT

ARTICLE I

Preamble

It is the intent and the purpose of the parties hereto that this Agreement shall promote and improve the operational and economic relationship between the Board and the employees represented by the Association and shall set forth herein rates of pay, wages, hours of employment, and other conditions of employment to be observed by the Board and the Association.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Board, parents, students, other staff members, and the Association. Both parties recognize and will encourage efficiency, economy, and productivity in respective assignments and execution of duties.

ARTICLE II

Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative for all clerical positions in the school district except central office clerical and noninstructional school aides.
- B. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.

ARTICLE III

Board Rights

- A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, the conditions of their continued

*Kentwood*



4. Class III - Grievance - Administrative and Building Regulations -- Any Secretarial Employee or group of Secretarial Employees believing that there has been a violation, misinterpretation, or misapplication of any provision of Administrative and Building Regulations may process the complaint of the alleged violation through Step 3.

B. Grievance Steps

Step 1. (Discussion)

- a. A Secretarial Employee with a grievance shall discuss it with her immediate supervisor, Assistant Superintendent, or Superintendent of Schools or designated representative, individually, or together with her Association representative.

Step 2. (Written to Immediate Supervisor)

- a. A Secretarial Employee having a complaint of unjust treatment shall file form Grievance Complaint Step 2 with the immediate supervisor within 5 working days of said unjust treatment.
- b. The administrator with whom the Grievance Complaint Step 2 has been filed shall respond within 5 working days on form Grievance Reply Step 2.
- c. The written grievance as contemplated by this paragraph shall:
- (1) Be specific and contain a statement of the facts upon which the grievance is based. This statement shall be repeated in all succeeding steps.
  - (2) Refer to the specific articles and sections of the Master Agreement, Board Policy, or Administrative and Building Regulations which have been allegedly misinterpreted or violated. These references shall be repeated in all succeeding steps.
  - (3) State the relief requested. This statement shall be repeated in all succeeding steps.
  - (4) Be signed by the employee or employees involved.

Step 3. (Written to Superintendent of Schools or Designated Representative)

- a. In the event the aggrieved person is not satisfied, he shall have 10 working days from the receipt of form Grievance Reply Step 2 to transmit form Grievance Complaint Steps 3 and 4 to the Superintendent of Schools or designated representative who shall have 10 working days from receipt to approve or disapprove it on form Grievance Reply Step 3.

Step 4. (Written to Board of Education)

- a. If the grievance is denied by the Superintendent of Schools, form Grievance Reply Step 3 shall be heard by the Board at its next regular meeting or no later than 20 working days from the date the grievance is received.

- b. Final determination of the Grievance Reply Step 3 shall be made by the Board within 10 working days of the date of review on form Grievance Reply Step 4. An extension of time may be mutually agreed upon.
- c. The Board shall prescribe such hearing procedures as it may determine appropriate.

Step 5. (Arbitration)

- a. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 4, the Association shall have the right to appeal the dispute to an impartial arbitrator in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within 10 working days from the date of the meeting provided in Step 4.
- c. The Board shall prescribe such hearing procedures as it may determine appropriate.

C. Regulations for Grievance Steps

1. Any grievance not advanced to the next step by the Association within the time limit in that Step shall be deemed abandoned.
  - a. Time limits imposed in Steps 2, 3, 4, and 5 may be extended only by mutual consent of the Board and Association.
2. The aggrieved has the right to a hearing individually or with the Association representative present in Steps 2, 3, and 4b.
  - a. A request for a hearing shall be made to the administrator with whom the grievance has been filed within 3 working days of date of grievance reply.
3. All complaints and replies shall be in written form.
4. Copies of the grievance shall be sent to the Superintendent of Schools or designated representative and Association President.

D. Unjustly Discharge

1. If any Secretarial Employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost.
2. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

E. Disposition of Grievances

All parties to this Agreement shall make earnest attempts to dispose of grievances at each level, as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in case of a grievance.

F. Grievance Expenses

Any expenses incurred through grievance procedure shall be borne equally by the Board and by the other party.

G. Powers of the Arbitrator

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

H. Arbitration Expenses

1. The fees and expenses of the arbitrator shall be shared equally by the Board and Association.
2. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE VI

Vacation and Holidays

- A. Employees shall be paid but not required to work on the following days if the employee works on the scheduled work day before and the first scheduled work day after the holiday:

July 4	Christmas Day
Labor Day	½ day before New Year's Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Memorial Day
½ day before Christmas Day	

- B. Effective July 1, 1973, vacation pay shall be earned at the rate of ½ day per month. Employees working a full year shall earn vacation pay at the rate of 5/6 day per month. Probationary employees shall become eligible for this benefit upon completion of the probationary period and retroactive to date of employment.
- C. If an employee leaves the employ of the employer, it is understood that an employee who has earned a vacation as provided in Paragraph B, shall be entitled to her vacation pay, pro-rated, regardless of the reason for leaving the employ of the employer.

ARTICLE VIILeaves

- A. Each secretary upon completion of the probationary period shall be granted a maximum of 10 days sick leave per year. Effective July 1, 1973, each secretary working a full year, upon completion of the probationary period, shall be granted a maximum of 12 days sick leave per year.
1. Personal illness of employee.
  2. Illness in the immediate family (spouse, child, or parent) not to exceed 5 days, except with approval of Superintendent of Schools.
  3. 2 days of personal leave per year (not accumulative) with arrangements for said personal leave to be made in advance with principal.
  4. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by their attendance on duty.
  5. Time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance.
- B. Leaves of absence with pay not chargeable against the secretary's allowance shall be granted for the following reasons:
1. Death in the immediate family (spouse, child, or parent) not to exceed 5 days.
  2. Absence when a secretary is called for jury service.
  3. Court appearance as a witness in any case connected with the secretary's employment or the school or whenever the secretary is subpoenaed to attend any proceeding.
  4. Approved attendance at conferences, workshops, or in-service meetings related to secretarial work.
- C. Unused sick leave days shall accumulate to a maximum of 130 days. The current years allowance shall be in addition to the stated maximum.
- D. Any secretary who willfully violates or misuses this policy or misrepresents any statement or condition under this policy shall forfeit all accumulated sick days up to the maximum of 10 days.
- E. Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period of not to exceed 1 year for the following reasons:
1. The conditions at home require the secretary to remain at home.
  2. Personal illness on advice of physician.
  3. Secretary shall not receive credit on the salary schedule for the year's leave of absence.

- F. Leaves of absence without pay shall be granted to any secretary who shall be inducted or shall be called or shall enlist in military duty in any branch of the Armed Forces of the United States. Such leave shall terminate upon any voluntary extension of the tour of duty. Secretaries on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system. Sick and personal days accumulated from the date of enlistment or draft shall be held for said employee until her return or otherwise held in accordance with other provisions of this Agreement.
- G. Leaves of absence without pay shall be granted for up to 2 years to any secretary who joins the Peace Corps, or similar domestic program as a full-time participant in such program. Any period of such leave shall be treated as time worked for purposes of the salary schedule set forth in Article XVI of this Agreement.
- H. Secretaries who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.
- I. The Board shall grant a leave of absence without pay or credit on salary schedule to any secretary to campaign for, or serve in, a public office.
- J. The following miscellaneous provisions shall apply in regard to absences:
1. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
  2. The Superintendent of Schools shall certify the legitimacy of a claim for compensation for absence.
  3. Any regular employee of the school system who in the line of duty or outside the line of duty, incurs an injury for which she receives compensation under the Workmen's Compensation Act or other insurance plans paid by others, will be paid during the period of disability the difference between the salary and the amount received under the applicable insurance plan, provided that said additional compensation is valid by law and payable only if said additional compensation will not reduce the amount of compensation received by the secretary under the applicable insurance carrier; provided further, that said addition to compensation will not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in this Article. The employee will not lose earned sick leave time for that percentage of time compensated under the applicable insurance plan.
  4. A secretary may request in writing for an unpaid maternity leave of absence for period up to one (1) year. The secretary may commence said leave at her option anytime after written confirmation of pregnancy by her doctor. The granting of a maternity leave will in no way interrupt seniority and salary rights and reinstatement shall be to the secretary's former or similar position.
- K. A leave of absence with pay may be granted upon recommendation of the principal and Superintendent to the Board for the following reasons:
1. Short-term university study, not to exceed 2 weeks, that is related to secretarial assignment.
  2. Military reserve training duty, not to exceed 2 weeks.

ARTICLE VIII

Probationary Period

- A. A secretary beginning her first service with Kentwood Public Schools shall be deemed to be in a probationary status. The probationary period shall be 120 calendar days taken from and including the first day of employment. If at any time prior to the conclusion of the 120 day probationary period the employee's work performance is of unacceptable quality, she may, upon the recommendation to the Assistant Superintendent for Business, be subject to immediate dismissal. Upon recommendation to the Assistant Superintendent for Business by the building administrator the employee's probationary period may be extended beyond the 120 day period for an additional 30 calendar days.
- B. After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and seniority shall revert to the employee's initial day of service.

ARTICLE IX

Vacancies and Promotions

Vacancies for existing or new jobs shall be posted in each building for 5 days before being permanently filled.

ARTICLE X

Reduction of Staff

- A. If reduction of staff is necessary, layoff shall be determined by the following criteria as determined by the Board:
1. Seniority within classification.
  2. Experience and qualification.
  3. Skill and efficiency
- B. Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.
- C. A recall list shall be maintained by the Board for a period not to exceed 2 years. Thereafter, an employee shall lose the right to recall.

ARTICLE XI

Insurance Benefits

- A. Life Insurance - The Board shall provide for each full-time employee life insurance protection in the amount of \$9,000 to be paid to each employee's beneficiary. This insurance shall carry an accidental death and dismemberment rider.
- B. Health and Dental Insurance - The Board shall provide for each full-time employee one of the following health insurance options available through

the Michigan Education Special Services Association or its equivalent.

- a. Full family health subscriber.
- b. Employees who elect not to take health insurance shall be provided upon their request the 1973 full family dental insurance, Plan A, through the Michigan Education Special Services Association or its equivalent.
- C. All employees normally scheduled to work 30 hours or more per week shall receive full benefits as described above; those employees working less than 30 hours per week but at least 16 hours per week shall receive 50% of the benefits listed above.

## ARTICLE XII

### Non-Strike Agreement

- A. The Association and its individual members agree that a "strike" is not in the interest of the children of Kentwood Public Schools; and, therefore, the Association and its individual members agree not to strike.
- B. As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair, or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designated to and does not interfere with the full, faithful, and proper performance of the duties of employment.

## ARTICLE XIII

### Negotiation Procedures

- A. It is understood that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Not earlier than March 15, 1976, but at least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for the new agreement covering wages, hours, terms, and conditions of employment of the Board's employees.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within

or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board, 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.

#### ARTICLE XIV

##### Retirement

- A. Any employee who attains the age of 65 shall be retired on her 65th birthday or, upon written request, may continue to work until the end of the school year within which she has attained the age of 65.
- B. Any employee who has attained the maximum retirement age (65 years) may be granted an extension of the employment period upon annual application to the Superintendent and upon submission of a health report from a physician indicating that the employee is capable of performing her assigned duties. The Superintendent will then present his recommendations to the Board of Education. Upon Board approval, the employee shall be offered employment for the succeeding school year.

#### ARTICLE XV

##### Physical Examinations

The Board shall assume the full cost of all physical examinations as it may require prior to and during employment if sent to a physician or physicians of the Board's choice.

#### ARTICLE XVI

##### Wages and Conditions of Employment

- A. Wages 1973-74
1. Secretarial Classifications and Scales

CLASSIFICATION	YEARS EXPERIENCE						
	0	1	2	3	4	5	6
I. Secretary to High School Principal Middle School Principal	2.77	2.83	2.98	3.16	3.32	3.55	3.76
II. Secretary to Elementary Principal Assistant High School Principal Assistant Middle School Principal	2.66	2.72	2.88	3.06	3.21	3.44	3.66

III. Secretary to Director of Physical Education Librarian Service & Supply Guidance Office Transportation Office	2.54	2.64	2.76	2.92	3.10	3.32	3.55
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IV. Library Clerks Attendance Clerk Assistant Attendance Clerk Office Clerk (Assistant Principal) Bookstore & Co-op Clerk Building Manager Clerk	2.27	2.32	2.49	2.65	2.81	3.03	3.24
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Employees Simons, Alberts, and Christensen red circled at 3.30 for 1973-74 and fall within Classification IV as above for 1974-75 and 1975-76.

Except those secretaries below the sixth step, regraded to II and III respectively, remain on step for the 1973-74 year.

2. Longevity Pay - All Secretarial Employees completing their 12th full year of employment and thereafter shall receive \$75 per year longevity pay.
3. For the fiscal years 1974-75 and 1975-76, each step of the salary schedule will be increased by an amount equal to that percent of the prior year's salary figure which the current price index has increased in the past year over the previous year's index. Each year's increase will be limited to a minimum of 3% and a maximum increase of 6% on each step. For matters of computation the price index figures for the Bureau of Statistical Information, U.S. Department of Labor will be used. The price index for the next succeeding year will be based on the June consumers price index as it has increased over the previous June index; i.e., percentage of increase on July 1, 1974 will be based on the percentage increase from the June 1973 index to the June 1974 index; percentage of increase on July 1, 1975 will be based on the percentage increase from the June 1974 index to the June 1975 index.

#### B. Conditions of Employment

1. Work beyond 40 hours per week shall be paid at the rate of time and a half (authorized only by building principal or immediate supervisor). Paid holidays shall be considered as time worked under this provision.
2. A secretary may be allowed up to 4 years credit on the salary schedule for secretarial experience outside of the Kentwood Public Schools.
3. The Board and the Association shall negotiate the wage rate for any new secretarial position that the Board establishes during the term of this Agreement within the framework of the Classification I, II, III, IV.

ARTICLE XVIIDuration of Agreement

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1976. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

Board of Education

Kentwood Public Schools

Gene Cooper  
Gene Cooper, President

Harry A. Weaver  
Harry A. Weaver, Secretary

Kentwood Educational  
Secretaries Association

Kentwood Public Schools

Nancy A. Clancy  
Mrs. Nancy Clancy, President

Mrs. Marge Simon  
Mrs. Marge Simon, Secretary