

**MASTER AGREEMENT**

**BETWEEN**

**PORT HURON AREA SCHOOL DISTRICT**

**AND**

**PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES**

**1996-97, 1997-98, 1998-99, 1999-2000**

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# **AGREEMENT**

## **ARTICLE I**

### *PREFACE*

*In a mutually desirable effort to promote the best interests of the Port Huron Area School District, hereinafter referred to as the "District", and the Port Huron Association of Educational Secretaries, hereinafter referred to as the "Association", and in recognition of their responsibilities to each other for negotiating in good faith, reaching an agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, this agreement is entered into as of the 16th day of December, It is mutually agreed as follows:*

## **ARTICLE II**

### **RECOGNITION**

Pursuant to Act 379, Public Act of 1965, the District recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to hours, rates of pay, and conditions of employment for the entire term of this Agreement for all members of the Association.

"Education Secretary" as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:

- A. Executive Secretaries at each High School, Administration Building, and A.C.L.C.
- B. Secretaries I and II
- C. Account Clerks I and II
- D. Print Shop Machine Operators

## ARTICLE III

### FINANCIAL RESPONSIBILITY

- A. Membership in the Association is not compulsory. Secretaries have the right to join, not join, maintain or drop their membership in the Association. Neither party shall exert any pressure on nor discriminate against a secretary as regards such matters. However, it is recognized that the Association is required, under this Agreement, to represent all of the secretaries in the bargaining unit fairly and equally without regard to whether or not a secretary is a member of the Association.
- B. All secretaries, hired by the District, who fall into the classifications designated in Article II, shall become obligated, as a condition of continued employment, after the completion of the probationary period, to the payment of Association dues or a service fee equal to the amount of said dues.
- C. The District agrees to deduct Association dues or service fee from the pay of those employees who individually request voluntarily, in writing, that such deductions be made. These deductions will be made in equal installments from each pay period after receipt of authorization. Deductions shall start on the first pay in September of each school year and run continuously for twenty pay periods. Deductions shall be made on a pro-rata basis for new secretaries completing probation. Such deduction shall be for dues only and shall not include any special assessments or special levies. In the case of retirement, discharge, voluntary leaving or layoff, the District shall not be responsible for refunding any portion of said dues. The District shall not be liable to the Association, or any of the individual members, by reason of the requirement of this section for remittance or payment of dues other than as set forth herein.
- D. A list of secretaries and the amount of dues to be deducted will be furnished to Human Resources no later than September 1, and remittance of dues money will be sent to the Treasurer of the Association within fifteen (15) calendar days of the following month.
- E. Secretaries shall tender the authorization for check-off by signing the proper deduction form.
- F. When dues are inappropriately deducted through the payroll procedure, upon Association written official notification to Human Resources, an appropriate District check will be prepared within two (2) weeks to resolve the error.

- G. The Association will indemnify, defend and hold the District harmless against any claim made and against any suit instituted against the District on account of any check-off of any payments pursuant to the foregoing, and on account of any dispute concerning a secretary's employment status by reason of any failure or refusal on the part of the secretary to make any such payment.

## **ARTICLE IV**

### **RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association meetings, subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- B. Reasonable use of bulletin boards and interschool mail shall be made available to the Association and its members for notices and news of Association business.
- C. Duly authorized Association representatives shall be permitted to visit work locations provided they do not interfere with or interrupt normal school operations.

If said visit is for observation only, the representative must register with the administrator, or in his/her absence leave a message for the administrator with the office. If the visit is to engage the secretary or secretaries in Association business during normal working hours, the representative must first secure permission from the administrator.

- D. A paid leave-of-absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. All requests should be submitted prior to the date of the activity, not after the fact. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the secretary or the Association, except for a substitute, and shall be charged to the Association's ten (10) day allowance. A minimum charge of one-half (1/2) day will be used.
- E. Physical examinations as required by the District or by law shall be made at the District's expense by a physician appointed by the District, excluding pre-employment physicals.

- F. The Association recognizes that each secretary must assume responsibility for filing a TB report, i.e. skin test or X-ray, as requested by the District. Release time will be granted to secretaries during normal working hours for such testing as provided by the District sponsored clinic. Release time will be granted secretaries who, because of extenuating circumstances, cannot obtain their test at the District sponsored clinic. If the secretary takes advantage of the District sponsored clinic or complies within the extended time limits of the test, she/he will receive certification from the Human Resources Department for such test. Failure to file a T. B. report may result in the withholding of employment until such time as filing has been completed.
- G. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all secretaries. No religious or political activities in the personal life of a secretary, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such secretary. The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- H. No secretary will engage in Association activities during the secretary's working hours that may interfere with normal school activity, or her/his normal productivity. Permission based on the above considerations will come from the secretary's immediate supervisor (exclusive of C).
- I. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association mutually agree.

## **ARTICLE V**

### **RIGHTS AND RESPONSIBILITIES OF THE DISTRICT**

- A. The Board retains all the rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.
- B. 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 on the District and the Association except as provided by law.

- C. Copies of this Agreement shall be prepared at the expense of the District and presented to all secretaries now employed or hereafter employed by the District during the term of this Agreement.
- D. Whenever a secretary is transferred or displaced by staffing to a position different in hours per day, length of year, or a different classification from her/his previous position, the District shall discuss the resultant changes and adjustments with the affected secretary.
- E. The District will develop job descriptions for bargaining unit personnel. The District will review job descriptions and discuss any changes at a District implementation meeting.
- F. The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, schedules, discipline and layoff, for the orderly and efficient operation of the Port Huron Area School District.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

**A Definition:**

1. Any claim by a secretary or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement shall be a grievance and shall be resolved through the procedure set forth herein.
2. An aggrieved person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary secretaries. This article will not pertain to probationary secretaries whose employment is terminated.
3. A party of interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term "days" in this article shall mean working days, except where otherwise indicated.

5. Forms for filing and processing shall be designed by the District and the Association. They will make provisions for description of the alleged contract violation, (time, place, circumstances, etc.), possible resolutions and other such information that both parties deem necessary. Such forms shall be prepared by the Association and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure (Exhibit D).
6. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Association and the District 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 secretary with a legitimate grievance to discuss the matter informally with her/his principal or supervisor, as described in Step One of the procedure.
7. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association, as the moving party, fails to comply with the time limit, the grievance shall be considered settled on the basis of the District's last written answer to the grievance. If the District, as the responding party, fails to comply with any time limit at any step, the grievance shall automatically pass to next step in the grievance procedure. The parties may, however, in writing mutually agree to extend the time limit at any step.
8. If the grievance is filed on or after May 15, every effort shall be made to process the grievance prior to the close of the school year, if filed by a less than fifty-two (52) week secretary.
9. If any such grievance occurs, there shall be no stoppage or suspension of work because of such grievance.
10. If it is determined by the administrative staff or the Board of Education that a secretary has been unjustly discharged or suspended, she/he shall be reinstated without loss of pay.
11. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms) shall be subject to the

**grievance procedure.**

- 12. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance to Step One.**
- 13. The secretary has the right to request that she/he be represented at all steps and stages by an officer of the Association or a member of the grievance committee.**

### **Procedure**

**All grievances shall be presented within fifteen (15) working days of their occurrence and disposed of in accordance with the following procedures:**

- 1. Step One: Each formal grievance shall be filed in writing and submitted to the secretary's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of the submission.**
- 2. Step Two: Appeal from the determination at Step One may be made by presenting the grievance in writing to the Superintendent, or designee, within five (5) working days of the determination at Step One. The Superintendent, or designee, shall meet with the grievant and the Association representatives within five (5) working days from the date of receipt of the appeal and shall render a written determination within five (5) working days following the date of the meeting with the individual and the Association representatives.**
- 3. Step Three: If the grievant and/or Association does not file a written notice of non-acceptance of the Superintendent's, or designee's, determination within ten (10) working days, that determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) working days that the determination at Step Two is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.**

### **Arbitration Proceedings:**

- 1. Demand for Arbitration:**
  - a. The Association may appeal arbitrable grievances to grievance**

arbitration under, and in accordance with, the rules of the American Arbitration Association in effect at that time. Notice of such appeal must be taken within ten (10) working days following the receipt of the District's determination at Step Three:

- b. Within twenty (20) working days following notice of appeal, demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) working days within which to reply to such submission by filing same with the American Arbitration Association.
- c. The Association or the District may not raise in any arbitration hearing any issue which was not previously submitted in writing, which defines the issue or issues to be arbitrated.

**Powers of the Arbitrator:**

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of the Agreement.
  - (1) She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - (2) She/he shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
  - (3) She/he shall have no power to rule on the following. The termination of services of, or failure to re-employ, any probationary secretary.
  - (4) His/her power shall be limited to deciding whether the District has violated the specific Article or Section of this Agreement as per Article V. It is agreed (except as to the provisions set forth in this Agreement) she/he shall have no power to change any practice, policy, or rule of the District.
  - (5) She/he shall have power to make monetary awards, but not to award monetary damages.
  - (6) In rendering decisions she/he shall give full recognition to

the responsibilities of the Board which establishes the District's rights, powers and authority as that exercised or had by it by express provisions of this Agreement. His/her decision shall be consistent with the rights reserved to the District by this provision.

- (7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the question of the arbitrability or procedure. Should she/he determine that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation as to its merits.
- b. Although the arbitrator may cite case law in making his/her award, she/he shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- c. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.
- d. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association, members of the bargaining unit, the secretary or secretaries involved, and the District.

#### **Applicability and Duration**

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new agreement between the Association and the District.

#### **Fees and Expenses**

- a. The arbitrator's fees and expenses, the costs of any hearing room and the cost of a reporter shall be borne totally by the losing party.

The above language is retroactive for all grievances related to the testing and all future grievances after November 12, 1997.

- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.**

**Grievances concerning the following shall not proceed past Step Two of the grievance procedure:**

- a. Individual grievances riot appealed by the Association.**
- b. Any matter involving secretary evaluation which is not procedural in nature.**

**Retroactivity**

- a. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one year prior to the date of the discovery or the fiscal year in which the claim was discovered, whichever is earlier.**
- b. No decision in any one case shall require a retroactive adjustment in any other case.**
- c. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.**

**Notwithstanding the above provisions, any individual secretary may present a grievance and have such grievance adjusted without the intervention of an Association representative, if such adjustment is not inconsistent with the terms of this Agreement, and if an Association representative has been given an opportunity to be present for such adjustment.**

## **ARTICLE VII**

### **PROBATIONARY PERIOD**

- A. New secretaries hired into the bargaining unit shall undergo a probationary period of sixty (60) working days. Upon successful completion of his/her probationary period, as judged by not receiving any unsatisfactory rating on his/her evaluation, the secretary shall obtain seniority status and his/her name shall be entered upon the Seniority List as of sixty (60) working days prior to the date of permanent employment. Work days shall be interpreted as regular work days for unit members.
- B. Probationary secretaries shall be represented by the Association for all purposes under this Agreement during the probationary period except that the termination of such probationary secretary shall not be subject to the grievance procedure.
- C. All applicable insurance benefits provided in this Agreement shall be provided to the probationary secretary within the applicable time limits.
- D. Leave day credit and vacation time credit shall accrue during the probationary period. If a holiday falls within a probationary period, the secretary shall be paid for such holiday.
- E. If the probationary secretary is absent due to an emergency such as accident, surgery, hospitalization or layoff, the probationary period shall be extended for the period of such emergency.

## **ARTICLE VIII**

### **SENIORITY**

- A. A master, systemwide Seniority List showing name and length of service in years and months shall be compiled annually and sufficient copies for each member shall be provided to the President of the Association by the second Friday of October each school year. Length of service determines placement on the List.

All alleged discrepancies in the Seniority List must be in writing and on file in the Human Resources Department within twenty (20) working days from the date the List is provided to the Association President. This date may be waived

by joint agreement between the Association and the District in the event of extenuating circumstances.

**B. Seniority credit shall be the length of service in the District in months with appropriate reductions for time off without pay of twenty (20) consecutive working days or more. Seniority reductions shall be prorated on the basis of twenty (20) consecutive working days equaling a month of seniority credit.**

- 1. For the purposes of seniority, the date of the first day of duty will be considered the starting date in determining such seniority.**
- 2. If two (2) or more secretaries have the same first day of duty, the last four (4) digits of their social security number will be used to determine placement on the seniority list. Such employees will be placed with the lower number having the higher seniority.**
- 3. Seniority shall freeze at such time as a secretary is granted a leave-of-absence pursuant to the provisions of this Agreement, Article XIII. Such secretary shall not gain additional seniority during such leave-of-absence. If such secretary returns to the District, her/his seniority shall continue with credit being given for the seniority earned until the date the leave-of-absence was taken.**

**C. Seniority shall terminate if:**

- 1. The secretary resigns or retires.**
- 2. The secretary is discharged for just cause.**
- 3. The secretary is absent for twenty-four (24) hours without notifying the Human Resources Department or her/his immediate supervisor not later than the start of the shift on the second day, unless such absence is caused by a situation over which the secretary has no control. Such absences will be explained upon the secretary's return.**
- 4. The secretary, in the event of layoff, fails to return to work within five (5) days after being notified to report to work by registered mail to the last address given to the District and does not give satisfactory reasons.**
- 5. The elapsed time of layoff period exceeds the seniority at the time of layoff or eighteen (18) months, whichever is shorter, or if the elapsed time of absence from work because of illness for physical or mental disability exceeds eighteen months.**

6. The secretary overstays a leave-of-absence granted for any reason, unless an extension has been granted or there are extenuating circumstances.
- D. Secretaries on Worker's Compensation shall retain all seniority rights until leave time is depleted, at which time they shall be on an unpaid leave of absence to the extent of the act.
- E. Secretaries who leave this bargaining unit for any other District position will retain her/his unit seniority credit upon return to the bargaining unit (no seniority credit will be accrued during the period of time she/he left and returned to the bargaining unit).

## **ARTICLE IX**

### **REDUCTION, LAYOFF AND RECALL**

- A Seniority shall be the determining factor regarding layoff and recall.
  1. Layoff is defined as a reduction of the number of personnel in this bargaining unit as a result of, as illustrated by, but not limited to:
    - a. Financial emergency
    - b. Declining enrollment
    - c. Building closure
    - d. Adjustment of administrative staff
  2. The District shall notify the Association of potential layoffs within five (5) days of the determination by the District that layoffs are necessary, with mutual agreement to extend, showing specific work station affected. Such notification shall be in writing. At the same time, least senior secretaries shall receive written notice of the potential layoff as well as the secretary whose work station will be affected.
  3. All new positions will be posted. New positions shall be considered to be any positions that involve changes in but not limited to the following:
    - a. Classification

- b. **Location**
  - c. **Special qualifications**
  - d. **Hours or length of work year**
4. **After all such new positions are filled, any resulting vacancies will be posted, and the displacement process, as outlined in Article IX., A. 5., will begin.**
5. **In rotation by seniority, any secretary still displaced will be placed in the first available position comparable, same classification, work year, hours per day, to her/his previous assignment. The placement procedure will begin at the bottom of the Seniority List and work up. If no comparable position exists, the District may place the secretary in a lesser position, if the secretary agrees and the provisions of A 5. b. are met. Option must be exercised within five (5) days of notification of available positions.**
- a. **Any displaced secretary refusing one of these available positions shall agree to accept lay off.**
  - b. **A secretary accepting a position of lower classification at this point shall retain her/his current status, i.e., classification, title and wage, and all benefits accruing to that classification for a period not to exceed twenty-four (24) months. This period becomes effective commencing with the date the secretary is placed in the position.**
  - c. **During the twenty-four (24) month grace period, the secretary who has accepted a position of lower classification will be required to bid on positions equal to her/his higher classification as they become available. Failure to follow procedure will invoke (e.) below.**
  - d. **The secretary who bids, but is not selected for the higher classification will retain her/his current status for the remainder of the twenty-four (24) months.**
  - e. **Failure to bid while on the twenty-four (24) month grace period may entail the liability of involuntary transfer and loss of the higher rate of pay.**

**If, as a result of a displaced secretary's refusal, a posted position remains**

unfilled, secretaries on the Lay Off List will be offered this position, if qualified, in rotation by seniority. Should this position remain unfilled, the posting procedure will be followed. A secretary will remain on the Lay Off List for the length of her/his seniority or eighteen (18) months, whichever is shorter.

A secretary on the Lay Off List may refuse to accept a position in a classification lower than the classification held at the time of lay off without penalty.

In cases where secretaries whose positions have been reduced have the same length of service in the District, the provision of Article VIII. B. 1., shall apply.

Any position which becomes vacant or is created after the lay off and recall procedure has been completed, shall be posted in accordance with the provisions of this Agreement.

Any secretary who is not recalled shall have priority for subbing within the District over other substitutes who are not included in the unit.

Recalls shall be by written certified notice, return receipt requested, to the secretary's last known address on file with the District and shall require that the secretary report to work five (5) work days after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the secretary by the District. The District will only be required to make notification by written certified mail if it is unable to contact the affected secretary by telephone.

## **ARTICLE X**

### **ASSIGNMENT, VACANCY, TRANSFER AND PROMOTION**

Assignment:

All newly hired secretaries shall be required to pass skill tests prior to assignment to a position. All secretaries shall possess the skills and qualifications necessary for a specific position.

The District has the right to hire or rehire a new secretary at any step on the salary schedule it deems commensurate with her/his experience and/or training. Additionally, the District may adjust the scheduled step of the probationary secretary at the time it deems the step change is justified. It is understood that in case of rehiring someone previously employed by the

District, previously accrued seniority, leave time, and vacation benefits will not apply.

## **Vacancies**

The placement of secretaries is the sole responsibility of the District, subject to the following:

1. All vacancies and new positions will be posted within the school system through written notice posted in each building for a period of five (5) working days. Once a posting is made, it is to be considered factual and, should any information in the posting be required to change, a new posting shall be made. The posting will include the following:
  - a. Title and classification
  - b. Location
  - c. Special qualifications
  - d. Hours and length of work year
2. Secretaries filing applications for such vacancies shall be notified within ten (10) working days of closure of the bid of the disposition of their applications. The President of the Association shall receive copies of the vacancy notice or the status of a known vacancy within three (3) working days if the vacancy will not be posted. The President shall be notified of the disposition of a posted vacancy.
  - a. Upon written request by the secretary, within ten (10) work days after receiving written notification, reasons will be given in writing stating the reasons the secretary was not selected for a position for which she/he applies.

Such reasons shall be delivered to the secretary within ten (10) work days following receipt by the district of the request for such reasons.

The parties may, in writing, mutually agree to extend the time limits cited above.
3. In the period between school closing for the summer and re-opening, the District shall publicize vacancies by:

- a. Posting the vacancy or vacancies in all buildings in which secretaries are working. The vacancy will be posted for at least seven (7) days.
    - b. Giving written notice to a designated officer of the Association.
    - c. Providing sufficient copies of the vacancy to the Association in the amount requested.
  4. On occasion the District may employ non-classified personnel for temporary work, as defined as less than full year's employment, for a period not to exceed 120 calendar days, with priority consideration given to secretaries on the Lay Off List. These employees are intended to be temporary personnel only and not to fill a vacancy on a permanent basis. It is further recognized that in cases of maternity, this period may be extended at the discretion of the District to provide for the protection of the secretary's position.
- C. The District will provide, within thirty (30) calendar days from the date of hire, an orientation for each newly hired secretary. This orientation shall be conducted by the Human Resources Department and will address itself to such items as wages, benefits, and other conditions of employment.
- D. Transfers
1. A transfer is a lateral change within a job classification where there is no addition or increase in compensation. For example, a movement to another building or to another job within the salary classification falls into the definition of a transfer.
  2. Transfers of seniority secretaries are to be based on seniority only within classification (i.e.: a Secretary II position to a Secretary II position). In the event a transfer is to a position within the salary classification (i.e.: Secretary I to Account Clerk II) the District may test on the particular skills required.
  3. A secretary who is granted a transfer shall remain on the job for one year before she/he becomes eligible to request another transfer. Exception to this will be in the event of a promotion.
  4. If a secretary requests a transfer to a lower classified position, her pay shall be adjusted accordingly.
  5. If the District requests a secretary to transfer to a lower classified

position, except as a part of layoff, her/his pay shall remain the same rate as in her/his classification until the pay of the lower classification increases to the same pay rate of the individual.

6. Other than layoffs, involuntary transfers shall be made only in emergency situations or to prevent undue disruption in the business of the District.

Whenever involuntary transfers are considered, the wishes of the affected secretary or secretaries will be honored to the extent that those considerations do not conflict with the best interests of the District. Secretaries so transferred shall be notified by the District as soon as a decision is made and shall receive the reasons for such a transfer in writing.

### **Promotions**

1. Promotions are defined as movements to a position in a higher classification.
2. A promoted secretary may not be placed at a step on the salary schedule lower than her/his current placement.
3. A secretary who is granted a promotion shall remain on the job for one (1) year before she/he becomes eligible to request another transfer or promotion. However, such restrictions may be waived upon written request by the secretary and approval by the District and the Association.
4. Promotion will be based upon seniority and qualifications as determined by the District testing program. If a position changes, the District may test on the new changes in job duties. If a test is passed but a position in said classification is not secured, the test is valid for one (1) year only. Any individual who has worked out of a particular classification for three (3) years may be retested.
5. Secretaries who are selected, based on seniority and qualification (see above), will have a thirty (30) working day trial period during which time the secretary may choose to return to his/her former assignment or the administrator may request that the secretary be returned to his/her former assignment. The Master Agreement, for evaluation and appeal, will be followed for any secretary who is asked to return to her/his previous position as outlined above.

## Secretary II - Attendance

As determined by the Michigan Employment Security Commission, the two (2) positions known as "Attendance Officers" are, effective June 18, 1991, positions in this bargaining unit with the following qualifications:

- a. Persons currently in these positions shall be a bargaining unit member with a seniority date of July 26, 1991.
- b. Dues obligation begins July 26, 1991.
- c. Wage schedule is same as Secretary II.
- d. For purposes of staff reduction, bumping, etc., positions are equivalent to Secretary II.
- e. Persons currently in positions must pass the appropriate qualification skills test prior to July 1, 1992, or prior to time of transferring or being promoted to any other position in bargaining unit. New hires for Attendance Officer position(s) must pass qualifying test prior to filling position(s).
- f. All other provisions of contract apply to persons in these positions effective July 26, 1991.

## **ARTICLE XI**

### **PROMOTION TO SUPERVISORY POSITIONS**

The District shall have the sole responsibility of promoting secretaries to positions outside the bargaining unit as defined in the Recognition Article of this Agreement. The selection and promotion to these positions shall not be subject to the provisions of this Agreement. Secretaries within the unit may request consideration for non-unit positions. A list of excluded personnel shall be available for inspection by the Association. (Excluded personnel for this Article means Confidential Secretaries and Service Personnel).

## **ARTICLE XII**

### **DISCIPLINE, DEMOTION AND DISCHARGE**

Secretaries of the unit shall not be disciplined, demoted, or discharged provided they perform their assigned responsibilities. The District retains the right to discipline, demote, and discharge a secretary for just and reasonable cause and in accordance with the policies and provisions of this Agreement.

The Association shall be notified in writing of any discipline, demotion or discharge action filed with the Human Resources Department within three (3) working days of date of such filing.

Constructive criticism shall be utilized to attempt to correct any deficiency before disciplinary action is required.

The bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to a disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the District of the employee's right to representation.

In cases of disciplinary action, the following progressive discipline procedure shall be followed:

1. First offense - Conference

The purpose of the conference is for the immediate supervisor to apprise the secretary that some aspect of her/his job performance is unsatisfactory. This conference will not serve as the basis for any documentation which may be placed in the secretary's file.

The conference between the secretary and the immediate supervisor will occur in which the following will be discussed:

- a. The supervisor will explain his/her concerns over the secretary's performance. The secretary has the right to explain her/his action.
- b. The expectations of the supervisor will be clearly established.

c. A timeline for the secretary fulfilling the expectations will be established.

2. Continuation - Verbal Reprimand

If the secretary fails to meet the expectations established in the conference, the supervisor may issue a verbal reprimand.

The supervisor's expectations are to be clearly stated. Documentation that his/her reprimand occurred may be placed in the secretary's file.

3. Continuation - Written Reprimand

If the secretary fails to meet the expectations established in the Verbal Reprimand, the supervisor may issue a Written Reprimand. The Written Reprimand will state what the secretary is doing wrong and what the supervisor's expectations are.

4. Continuation - Disciplinary lay off or discharge of the secretary.

5. Exceptions to the above process will be those actions of the secretary that are severe enough to cause this sequence to be changed. Actions that are considered severe would be illustrated by, but not limited to, insubordination, theft, and verbal or physical assault.

D. Both parties mutually agree that with respect to discipline:

1. All disciplinary action will be private.
2. Every reasonable effort should be made mutually by the immediate supervisor and the secretary to resolve the deficiency before a written reprimand is issued.
3. A secretary subjected to disciplinary action may request that a member of the Association be present for further discussions.
4. The District agrees that, in the event of disciplinary lay off, the Association will be notified prior to, at the time of, or immediately after such penalty is imposed.
5. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the secretary. When such charges are made, the secretary has the right to respond to those charges in written form.

6. Reprimands for minor offenses may be issued by a secretary's immediate supervisor. Disciplinary layoffs shall be imposed for major offenses, or repeated offenses that have been discussed with the secretary and documented, but have not been corrected, and shall not be imposed unless authorized by the Superintendent, or in the event of his/her absence, a designee from the Human Resources Department.
7. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the District or any agent or representative thereof shall be subject to the grievance procedure previously set forth.
8. It is important that complaints regarding unjust disciplinary layoffs, discharges or suspensions be handled promptly under the Grievance Procedure.
9. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months previously for different offenses and thirty (30) months for similar infractions.
10. All adverse material, including complaints, letter of reprimand, and evaluations, shall be removed from the personnel file four (4) years after their issuance.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE**

#### **A General Principles**

1. Leaves will be granted in accordance with specified provisions for each type of such leave as hereinafter provided.
2. All leaves shall be for a definite period with a specific termination date. Secretaries being granted such leave shall be required to report to duty upon the termination thereof.
3. Leaves of absence will be granted for up to one year or the length of seniority whichever is shorter, with extensions granted at the discretion of the Board.\* (See below)

a. **Short Term Non-paid Leaves**

Short term non-paid leave is defined as a leave of absence up to sixty (60) calendar days with no loss of seniority or position.

**Long Term Non-paid Leaves**

Long term non-paid leave is defined as a leave of absence for sixty-one (61) days up to one year with the loss of position. Seniority would be frozen at this time.

*\* Persons on leave shall not seek or engage in other employment other than elected or appointed public office or non-bargaining unit positions with the District, unless granted specific permission by the Superintendent.*

4. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the leaves as outlined herein. It is understood that any secretary found to have violated these restrictions will be exposed to possible disciplinary action.

B. **Paid Leave Time**

1. All regular secretaries will be granted one (1) day or seven and one-half (7.5) hours of leave time for each month worked, subject to a maximum of twelve (12) work days or ninety (90) hours in any one year. Those secretaries having worked five (5) or more years in the District shall accumulate on the basis of one and one-half (1.5) days or eleven and one-quarter (11.25) hours of leave time for each month worked, subject to exceptions contained herein, not to exceed eighteen (18) days or one hundred thirty-five (135) hours in any one (1) year. Secretaries shall accumulate one-half (1/2) of full leave credit for a month, as outlined above, in which one (1) to ten (10) days are worked. Secretaries working and/or paid for eleven (11) days or more shall accumulate full leave credit for the month as outlined above. Leave benefits will be given in advance of accumulation. Leave time shall be allowed for and limited to the following reasons, such time to be charged against leave time:

- a. **Personal illness or quarantine.**
- b. **Severe injury or severe illness in the immediate family with a limit of five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household and father, mother, son, daughter, and spouse.**

- c. **Death in the immediate family with five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household, father, mother, spouse, son, daughter, father-in-law, mother-in-law, brother and sister.**
  - d. **Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, cousin, nephew, niece, sister-in-law and brother-in-law.**
  - e. **Death of a close personal friend with a limit of one (1) day allowed per occurrence.**
2. **The District shall provide each secretary with two (2) non-cumulative personal leave days each work year. Use of such leave shall be charged to the secretary's individual leave bank. The secretary planning to use such a day shall notify her/his immediate supervisor at least one (1) day in advance through submitting a PH-43. In an emergency the one (1) day advance notification may be waived and submission of the PH-43 carried out upon return to work. The following are restrictions upon the use of the personal business day:**
- a. **The day may not be used for personal pleasure, recreational travel, sports events, or to seek other employment.**
  - b. **The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the secretary or immediate family, moving or closing of a mortgage.**
  - c. **In the event that the Superintendent declares an emergency situation in a building causing, or resulting from, student unrest necessitating that secretaries be on duty, then personal business days may, or may not, be granted during the emergency.**
  - d. **This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The secretary shall consult with her/his immediate supervisor in these circumstances.**
3. **Not more than three (3) work days in any one (1) year may be granted for emergency absences which are necessary and cannot be taken care of**

outside working hours, including but not limited to the following: Attendance as required by court subpoenas or income tax audits, if request is made in writing on the form provided by the District and submitted through the secretary's immediate supervisor to the Human Resources Department.

An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should have made every effort in her/his power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

- a. Where necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed.
- b. Except in cases of illness or emergency, absences with pay as defined herein will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.

An employee injured on the job will supplement Workers' Compensation benefits by being paid the amount payable to her/him under the existing sick leave policy, less the amount of compensation payable to such employee under such Act. In no event shall the employee receive a combined total equal to more than her/his regular scheduled daily amount. If the employee has exhausted all sick leave, said employee shall be paid whatever Workers' Compensation benefits are allowed.

In the event an employee does not desire to supplement his/her Workers' Compensation benefits as stated above, such employee shall sign a written waiver. Such a waiver shall be made available to the employee at the beginning of each school year and shall remain in effect for that entire school year only.

If a secretary is called for jury duty, a leave-of-absence with pay, not chargeable against the secretary's leave time allowance, shall be granted if such secretary cannot be excused from jury duty or if such jury duty cannot be postponed until the secretary is not working. Upon receipt of the notice that the secretary is being chosen for the jury panel, such secretary shall immediately notify the Human Resource Department. The District shall pay the secretary the difference between the jury fee received and the secretary's current pay, so that the secretary receives full current salary less deductions from the two sources.

**Any secretary who willfully misuses leave time shall be subject to disciplinary action including discharge.**

**C. Paid Leave Time for Less Than Full Time Secretaries**

- 1. Leave time will be pro-rated according to the proportion of a regular seven and one-half (7.5) hour day which the secretary is scheduled to work. For example, one-half day accumulates one-half day leave time.**

**D. Longevity Accumulation**

- 1. Unused leave time left over at the end of the school year shall be accumulated to each secretary's credit, with a maximum of 180 days or 1350 hours (or the pro-rated number of hours for less than full time secretaries) for the duration of the school year.**

**E. Non-compensated leave:**

- 1. Military leaves will be granted and re-employment will be governed by the provisions of the Military Training Act.**
- 2. Physical and mental incapacity:**
  - a. Secretaries are responsible to inform the District of the health connected reason for any absence as promptly as possible. A secretary may, at any time prior to the expiration of the paid-for sick leave, request in writing, an extended leave of absence terminating at a specified date.**
  - b. Should extension of a leave terminating at the end of the school year be required, a renewal application, along with the physician's certification, must be submitted before the close of the school year.**
  - c. In the event a secretary, who is absent on leave which terminates at the end of the school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said secretary shall have to notify the Human Resources Department, in writing, of this intention to return. Such application must be supported by a report from the attending physician certifying that the secretary is fully recovered and capable of performing the functions and duties of her/his position. This notice shall be given as much in advance of the secretary's intended return as possible.**

- d. Upon the effective date of the physician's release, the secretary shall be placed for immediate appointment to the first available position for which she/he is qualified; or she/he shall be promptly referred to the District's selected physician for examination at the District's expense.
- e. Secretaries who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave and do not report for duty upon such expiration shall be subject to termination as an employee of the District.

**Maternity leave:**

- a. Leaves of absence may be granted up to one (1) year. A secretary shall file a leave of absence request with the District. The date of expected delivery shall be certified by her attending physician at the time of filing the request.
- b. The effective day of leave shall be agreed upon by the secretary and the immediate supervisor based upon the best interests of the District and the secretary, provided the secretary is able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period or to the end of the semester. In the event agreement is not reached, the date of leave will be determined at the time the request is filed, but the secretary is not entitled to remain on the job if unable to conduct all regular activities. The continuity of job performance as well as the health of the secretary are factors which will be considered in establishing the termination date.
- c. An extension of a leave for post maternity purposes may be granted following a maternity leave, provided that the application for such leave is made before scheduled to return to work from the maternity leave. A written notification by the secretary of the intent to return to work shall be submitted to the Human Resources Department at least sixty (60) days prior to the expiration of the leave. Any combination of maternity and post-maternity leaves cannot exceed two (2) years. A secretary will not receive scheduled increases in salary or seniority credit during such leaves. No accumulated leave time will be granted during the leave of absence.

- d. **Return from maternity leave prior to the termination of the leave may be approved by the request of the secretary and requires the approval of the secretary's physician. After approval of the secretary's physician, the secretary will be assigned to the first vacancy offered and which she is qualified.**
  - e. **A secretary who indicates in writing, prior to the birth of a child, an interest in returning to duty within sixty (60) days following the birth of the child shall be assured that the specific position will be available upon return within, but not exceeding, the sixty (60) days.**
  - f. **A secretary adopting a child may receive a leave of absence under this provision which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parents.**
  - g. **In cases of adoptive leave up to sixty (60) days, the secretary will be guaranteed return to the position held at the time the leave was granted.**
- 4. Forced leaves of absence:**
- a. **The Board of Education may, at its discretion, require any secretary to submit to a physical and/or psychiatric examination at any time. The District reserves the right to designate the physician or physicians administering such examination. The District shall pay the examination fees.**
  - b. **The District may, without the secretary's request, give the secretary a one (1) year leave of absence without pay, except for accrued sick leave time, upon the written recommendation of a school designated physician and/or psychiatrist. However, it shall be the right of the secretary involved to also select her/his own physician and/or psychiatrist at her/his own expense, and in the case of a conflict between the two reports, an additional professional opinion shall be sought at District expense before the District may enforce such leave of absence without pay.**
  - c. **In case a secretary's record shows recurring illness, which appears to be the result of chronic illness, the District may require the secretary to visit her/his doctor at stated intervals.**
- 5. A secretary on a non-compensated leave shall notify the Human Resources Department, in writing, of her/his intent to either extend her/his leave, return to work, or terminate her/his employment, at least**

thirty (30) days prior to the expiration of any leave other than those mentioned in Article XIII, Section A., 1, 2, and 3. Failure of the secretary to notify the District as outlined above may result in termination.

## **ARTICLE XIV**

### **ACCUMULATED LEAVE TIME**

Up to eighty (80) days of cumulative leave time shall be paid to the secretary at the time of retirement for the duration of this contract. Retiree shall be defined as an employee eligible under the provisions of the Michigan Public School Employees Retirement System.

## **ARTICLE XV**

### **WORKING CONDITIONS**

When classes are not in session, and when conditions are such that a secretary may be subject to working in a building where there are no other District personnel present, the secretary's immediate supervisor shall make an adjustment of building personnel's schedules to preclude such an instance.

1. Whenever a secretary is performing an overtime assignment for the District, her/his immediate supervisor shall make arrangements to insure that the secretary is not alone in the building.
2. In cases where emergency conditions arise which do not allow for scheduling arrangements, it is understood that the secretary shall take such precautions as previously discussed with her/his immediate supervisor to provide for the secretary's optimum safety.

Any secretary who feels she/he has been unjustly treated with respect to any or all of the terms and conditions of this Agreement may seek redress under the provisions of the grievance procedure.

Any secretary can refuse to perform job duties which would endanger health and well being.

The District shall make available to bargaining unit members first aid kits, gloves and appropriate training in the handling of blood, blood products and

other bodily products and policies as requested by MIOSHA and the Michigan Department of Public Health.

E. Whenever a secretary is requested to do any school business requiring the use of her/his own automobile, reimbursement at the regular District rate will be allowed and paid.

F. Inclement Weather/Emergency Days

Members of this bargaining unit will follow the procedures outlined below:

1. It is recognized that during the course of the work year, scheduled work days may be canceled at the discretion of the District due to severe weather and/or emergency conditions. Any such days which were scheduled days of pupil instruction may be made up during the work year in which they were missed without additional compensation to the bargaining unit members.

a. Less Than Fifty-Two Week Employees:

Any day(s) to be made up by less than 52 week employees shall be added to the end of the normal work year (excluding Saturdays, Sundays and legal holidays) unless such days are rescheduled during the normal work year. Persons wishing to not work such "added" days at the end of the year may use with standard prior notice to and approval of administrator, personal leave time, if available or they may request a non compensated leave day(s) subject to administrative approval. On inclement weather or emergency days which do not have to be made up, as provided by law, secretaries will not report for duty. Such persons shall suffer no loss of wages or benefits for such days.

b. Fifty-Two Week Employees:

(1) Persons employed on a full-year basis (fifty-two weeks) will not report on the first two inclement weather/emergency days of any work year. Such persons shall suffer no loss of wages or benefits for such days.

(2) Persons employed on a full-year basis (fifty-two weeks) may be requested by the District to not report on certain inclement weather/emergency days in addition to those described in (1). Such persons shall suffer no loss of wages or benefits for such days.

- c. **If the District needs to cover an assignment:**
  - (1) **The District will initially contact the employee who normally performs the bargaining unit duties, then the offer to perform bargaining unit duties will be assigned to the most senior employee within the department.**
  - (2) **If none are available, the District will offer the assignment District-wide based on the same criteria.**
  
- d. **Overtime will be paid at a rate of double time, which means the person will be paid his/her base rate as though she/he were not here, plus the person will be paid the regular hourly rate for the time she/he works. The work is not voluntary and the overtime must be at the direction of the immediate supervisor. The overtime authorization must be given in writing to the Human Resources Department by the Cabinet member responsible for that area.**

**Close-down during the duty day which requires early dismissal:**

- a. **No deductions by the District. Regular pay and benefits would be maintained.**
  
- b. **Dismissal in school buildings will be at the direction of the immediate supervisor after the students have left.**
  
- c. **Central Office secretaries (including those in the Operational Building) will be released fifteen (15) minutes after the last grade levels have been dismissed.**
  
- d. **If the administrator requires overtime, the most senior secretary with a classification equal to or greater than the assignment in that building or department will first be offered the overtime.**
  
- e. **If none are available, the District will offer the position District-wide, based on the same criteria.**
  - (1) **Overtime will be paid at a rate of double time, which means the person will be paid her/his base rate as though she/he were not here plus the regular hourly rate for the time she/he works. The overtime authorization must be given in**

writing to the Human Resources Department by the Cabinet member responsible for that area.

- f. After implementation of the above, the District reserves the right to cover the switchboard in any way deemed necessary.
3. A secretary who reports for work and cannot get into the building:
- a. Shall call the Human Resources Department to notify them that she/he reported to work but could not get into the building. She/he shall state the reason(s) why she/he could not get in, i.e. doors locked, lot not plowed, street not plowed, etc.
  - b. May go home without any deductions in pay or leave time being made.

Secretaries will not be required to transport children but may accompany another individual in the transportation of the children.

The employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such physical force with students as is permitted by law and under such conditions as is permitted under law.

The District shall make available appropriate facilities (lunchroom, staff room and restroom) in each building for use by secretaries to the extent of the existing facilities.

In the absence of the secretary's immediate supervisor, the secretary shall perform necessary duties as previously discussed with her/his supervisor with respect to procedures and emergency operations.

**Notice of resignation:**

When a secretary desires to terminate her/his employment, there must be at least ten (10) working days' notice of resignation, in writing, given to the immediate supervisor. A secretary's resignation of shorter notice, unless a documented emergency, shall automatically cause forfeit of any and all benefits.

The District shall allow any member represented by the Association and one (1) other person to attend all school sponsored functions held on or in school owned facilities, by showing her/his Medical/Identification Card or other suitable identification provided by the District.

- M. If a secretary's regular job duties include transporting District monies, the District will advise the Association of the insurance carrier providing liability coverage and the extent of such coverage. This notification, and any subsequent changes or modifications to the carrier or coverage, shall be made by letter to the Association.

## **ARTICLE XVI**

### **WORKING HOURS**

A. Work schedule:

1. A work day shall consist of seven and one-half (7.5) hours, not including lunch time. A work week shall consist of thirty-seven and one-half (37.5) hours.
2. The work schedule of all regularly assigned 52 week secretaries shall be determined by the days that the Administration Building is open.
3. The work schedule for all less than 52 week secretaries shall be as outlined in the calendar.

B. Lunch periods and breaks:

1. All secretaries will have an uninterrupted lunch period of not less than one-half hour. Secretaries will be provided a fifteen (15) minute relief time in the morning and in the afternoon.
2. When there is a change in the work day beginning and ending times, including the normal lunch period schedule, the District will allow one week's notice and flexibility for the bargaining unit member to make alternate plans due to such change, when reasonably possible.

C. Overtime:

1. The purpose of the overtime policy is to provide additional services in emergency or overload work situations. Whenever such emergency or overload situations arise, the District may request a secretary or secretaries to work overtime. In such instances the following provisions will apply:

- a. The secretary will be given at least twenty-four (24) hours notice of the overtime assignment where possible.
  - b. The District shall, wherever possible, take into consideration the factor of seniority in assigning overtime within the department or building by classification.
  - c. No secretary will be expected to perform an overtime assignment in such instances where conditions exist over which she/he has no control. Such conditions might include, but are not limited to, a death in the family, an illness in the immediate family, a family emergency, or a commitment by the secretary made prior to the twenty-four (24) hours notification of overtime.
2. All secretaries shall be paid time and one-half (1 1/2) of their base pay for all hours over seven and one-half (7.5) in a normal work day.
  3. Double time shall be paid for work performed on Sundays or holidays as listed in Article XXV, Section A, of this contract. Secretaries shall not be requested to take off for overtime worked or to be worked. There shall be no duplication of overtime payments for the same hours or work.
- D. If a secretary should assume the duties of a secretary in a higher classification for five (5) consecutive work days, exclusive of vacations, holidays, personal leave and sick days, she/he shall receive the pay of the higher classification beginning the sixth (6th) day, retroactive to the first (1st) work day, upon official notification by the supervisor to the Human Resources Department and approval from the Executive Director or Designee.

## **ARTICLE XVII**

### **SUBCONTRACTING AND TECHNOLOGICAL CHANGE**

- A. The District agrees that, except for limited time periods and in cases of necessity, it will not contract out work that could be performed by the bargaining unit members, if such contracting would result in the layoff of bargaining unit members. Any deviation will be consistent with past practices.
- B. CETA Personnel will not be hired by the District into this bargaining unit, or hired to perform any bargaining unit work, while there is a layoff situation, exclusive of students enrolled in a high school graded work study program. Upon request the District will provide the Association with a list of such

students.

## **ARTICLE XVIII**

### **EVALUATION**

- A. Each secretary shall have the right upon request to review the contents of her/his own personal file in the presence of the appropriate administrator.**
- B. Materials which shall be identified, but not shared in totality, will include pre-employment credentials from educational institutions and previous employers.**
- C. The District shall maintain complete cumulative files on all personnel, including up-to-date records pertaining to performance of duties.**
- D. Each administrator may contribute to the cumulative file in accordance with his/her administrative duties:**
  - 1. Records of positive nature, including supervisory reports, memos and letters to the secretary, plus other miscellaneous evidence of successful service.**
  - 2. Records of unsatisfactory performance must be specific in content, signed by the administrator, with a copy furnished to the secretary. The secretary shall acknowledge receipt of the report by signing it within three (3) work days.**
- E. If a secretary's evaluation points out questionable characteristics of the secretary in any manner and the secretary does not agree with the evaluation, the secretary may attach written comments to her/his evaluation within five (5) duty days of receiving her/his evaluation,. A copy of the evaluation and her/his attached comments, if any, will be placed in the secretary's personnel file.**
- F. The appropriate administrator shall be responsible for written evaluation at least once every two (2) years for non-probationary secretaries. The secretary may request, and be evaluated more than once every two (2) years. Written evaluation for all probationary personnel shall be done at least once during the year.**
- G. The Division of Human Resources Department shall be responsible for acquainting new secretaries with the evaluative procedures during the first month of their employment.**

- H. In the absence of an evaluation, a secretary's job performance shall be considered satisfactory.

## **ARTICLE XIX**

### **DISTRICT IMPLEMENTATION MEETING**

- A. Implementation meetings shall be held with representatives of the District and the Association present, as requested, during the school year. Additional meetings will be scheduled at the request of either party as a mutually agreeable time.
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. Upon request, the District or the Association will respond with its position on a specific issue within ten (10) working days following the date of the implementation meeting. The ten (10) day timeline may be extended by mutual consent.

## **ARTICLE XX**

### **VACATIONS**

- A. There shall be established two (2) weeks of annual vacation for approved secretaries only at the regular weekly base rate of pay for all regularly assigned fifty-two week secretaries who have worked fifty-two (52) weeks prior to July 1. Fifty-two week secretaries with less than fifty-two weeks of service prior to July 1 shall have vacations pro-rated at the rate of one (1) day (seven and one-half (7.5) hours) per month, not to exceed ten (10) working days or seventy-five (75) hours. Eligibility for vacations shall be determined as of July 1.
- B. Regularly assigned fifty-two week secretaries with five (5) to ten (10) years of service shall receive fifteen (15) working days (112.5 hours) vacation; those with over ten (10) years of service shall receive twenty (20) working days (150 hours) of vacation. Vacation days will be paid at a rate equal to the secretary's regular pay schedule. Total vacation time for any secretary shall not exceed

twenty (20) working days in any one school year.

1. Secretaries working less than seven and one-half (7.5) hours per day will accumulate vacation credit in proportion to the length of their work day. For example, a secretary who works one-half day will accumulate one-half day of vacation time per month.
- C. A secretary has the right to request a specific vacation period. Accumulated vacation time may be used in a block or divided into periods of one or more days. The timing of her/his vacation shall be subject to the approval of each secretary's immediate supervisor. Because of the necessity of avoiding undue interruptions of work, it is recognized that the District retains the right of final determination for all vacations.
- D. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, regularly assigned approved secretaries shall receive any unused vacation allowance at the rate of pay received by them at the time of said resignation, termination of service or transfer.
- E. A secretary reduced from a fifty-two (52) week position, due to staff adjustments, shall be paid for all unused vacation allowance at the rate of pay received at the time of transfer. A secretary who subsequently is returned to a fifty-two (52) week position in that year may:
1. Use a prorated number of unpaid days equal to the remaining duty time on the new fifty-two (52) week assignment, with the approval of her/his immediate supervisor, without loss of holiday pay during that time.

## **ARTICLE XXI**

### **ATTENDANCE PROCEDURE**

- A Secretaries are responsible for reporting their absence by calling as directed by their immediate supervisor; either the immediate supervisor, the assigned building or department, or the Human Resources Department.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Association, and secretaries in the bargaining unit, and if any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction, such provision shall be void and inoperative. However, all other provisions of the Agreement shall continue in effect.

Nothing contained within this Agreement shall be constructed to deny or restrict to any bargaining unit member rights she/he may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

The District may offer a secretary the opportunity to attend a District paid or unpaid training program which would allow her/him to improve her/his skills and improve her/his opportunity to qualify for existing or projected District opening. The District shall notify the Association of such programs.

The District may involve members of the Association in student secretary training programs as work training experience for students. Such programs will be discussed with the secretary involved before implementation.

Coop students shall not be used to eliminate positions or hours or reduce secretarial overtime.

The District and the Association shall form a ESP Health and Safety Committee to monitor, review and address problems and concerns related to employee on-the-job health and safety.

This committee shall be comprised of six (6) members: three bargaining unit members (one paraprofessional, one secretary and one transportation person) and three supervisors from the District.

The initial meeting of the committee shall be co-chaired by the Association's Executive Director and the District's Executive Director, Human of Resources or his/her designee.

## ARTICLE XXIII

### PAYROLL DEDUCTIONS

- A. All secretaries must have on file an exemption card for withholding tax as required by the IRS, State and City, in the Human Resources Department. Any secretary desiring a change in exemptions shall do so by filing a new form. Deductions are based upon a schedule supplied by the Federal, State and City governments.
- B. Secretaries may request in writing, or by submission of a deduction authorization, that additional deductions be made from their pay for the following purposes:
1. United Way
  2. Credit Union
  3. Tax Deferred Annuity Program
  4. Dues or Service Fee
  5. United States Savings Bonds
  6. Health Insurance
  7. Dental
  8. Vision
  9. Other
- C. If a secretary so desires, she/he may have her/his pay computed on a twenty-six (26) pay plan by filling out the necessary Pay Plan Card supplied by the District. The District will pay bi-weekly within the confines of the secretary's calendar.
- D. The District will mail the secretary's check to an address previously indicated by the secretary, provide for the deposit of the secretary's check to a banking or savings account as so indicated by the secretary, or provide for another person previously identified by the secretary to pick up the secretary's check. Arrangements for these provisions should be made with the Human Resources Department before the secretary begins her/his absence. The request must be made in writing.

## **ARTICLE XXIV**

### **NEGOTIATIONS PROCEDURES**

- A This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any branch, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
  
- B. At least ninety (90) days, and not more than one hundred fifty (150) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the District.

## **ARTICLE XXV**

### **PAID HOLIDAYS**

- A Holiday pay will be paid to all regularly assigned secretaries for the following holidays which fall on days which otherwise would be a work day:
  - 1. Labor Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Easter Monday\*  
Memorial Day  
Independence Day
  
  - 2. The secretary must have been paid for the last scheduled work day prior to and the next scheduled work day after a holiday for her/him to be paid for such holiday.

\* *If not a regularly scheduled school day*

## **ARTICLE XXVI**

### **SICK LEAVE BANK**

- A. The District agrees to establish a leave bank in the amount of two hundred (200) days. Thereafter, the District agrees to replace days used from the bank so that at the beginning of each fiscal year, the bank will have a balance of two hundred (200) days.
- B. A sick leave bank committee shall be established composed of two secretaries appointed by the Association, two administrators appointed by the District, and the Executive Director of Human Resources or Designee. The sick leave bank committee's decision shall not be subject to the grievance procedure set forth in Article VI.
- C. In the event that the secretary has exhausted her/his individual sick leave bank and is certified by a physician to have a personal illness, injury or disability, the secretary may apply to the Human Resources Department for sick leave bank benefits.
  - 1. When a secretary has provided certification by a physician, notified the Human Resources Department and exhausted her/his individual sick leave, and been off fifteen (15) work days without pay, the secretary may be entitled to draw up to fifteen (15) days from the sick leave bank.
  - 2. During the paid leave time, the District agrees to continue and maintain all of the health and other fringe benefits to the extent permitted by the insurance carriers, provided the secretary has received pay for ten (10) days of each month.

## **ARTICLE XXVII**

### **INSURANCE**

- A. Health Insurance
  - 1. For the duration of this Agreement the District agrees to contribute fully paid Blue Cross/Blue Shield MVF-II (Major Medical/Drug Rider) whether single, two person, or full family or the equivalent coverage for secretaries and families. As an option to the above, the District agrees to contribute fully paid Delta Dental Plan A or equivalent and SET, Inc.

vision plan or equivalent. The District shall determine whether to use Blue Cross/Blue Shield, Delta Dental, SET, Inc., equivalent coverage with carriers to be determined by the Board.

2. **Coordination of Benefits:** The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit whether by the District or any other employer; if the concurrent carrier is Blue Cross/Blue Shield.
3. **Secretaries who work less than full time will have the above insurance premium pro-rated to a rate equivalent to their work week; i.e., a secretary who works one-half (1/2) day will have one-half (1/2) the insurance benefit paid by the District and will have to pay one-half (1/2) herself/himself.**
4. **There shall be no interruption of coverage for those secretaries already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by such "Services."**
5. **A secretary desiring coverage as to the foregoing shall apply to the Human Resources Department for same on a form which the District will furnish for that purpose, it being understood that failure on her/his part to do so will relieve the District from any responsibility for lack of coverage resulting therefrom. A secretary desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover such costs, but the District shall not be responsible for lack of proper coverage resulting from errors or inability to make an authorized deduction.**
6. **To be eligible for inclusion under this plan, new secretaries must make application to the Human Resources Department within forty-five (45) days after employment or at any open enrollment period prescribed by such "Services".**
7. **As to a secretary whose spouse is also employed by the District, either such employee may elect to have the District's cost of her/his contribution under the plan combined for purposes of obtaining some type of joint coverage, it being understood that the District shall not be required to pay more than the total cost of providing for separate coverage under the plan for such employee and spouse.**
8. **No contribution by the District will be made during leaves of absence and layoffs and upon termination of employment all contribution shall cease. A secretary may pay the premium for Blue Cross/Blue Shield**

coverage during her/his leave-of-absence to provide continuous coverage. Arrangement for such payment and/or payment schedule should be made with the Human Resources Department by the secretary at the time the leave is granted.

The agreement of the District to contribute toward the Blue Cross/Blue Shield premium is applicable with respect to secretaries who are employed forty (40) weeks or more in a particular school year. If a secretary works less than forty (40) weeks in a school year, the amount of the contribution shall be pro-rated.

The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

When an eligible secretary who formerly had another group Health carrier (Commercial) through her/his spouse and has lost that coverage, by death, divorce or legal separation, or when the spouse of an enrolled employee has lost his/her coverage, application for enrollment with Blue Cross/Blue Shield can be made provided the following requirements are met:

- a. Applicant must apply for transfer into our Blue Cross/Blue Shield of Michigan group coverage within thirty (30) days of the termination from the former group plan.
- b. The former group plan must be independent of any coverage now co-existing with Blue Cross/Blue Shield of Michigan in this group.
- c. All applicants must be eligible for coverage as an employee of her/his group.
- d. The applicant is entitled to all benefits under our present Blue Cross/Blue Shield of Michigan group plan except Maternity coverage where a waiting period is a requirement under the terms of our program.
- e. An application card must be completed on each individual applying for Blue Cross/Blue Shield of Michigan coverage.
- f. Completed application cards must be submitted with the Monthly Remittance Report in the same manner as New-Hire applicants.

- g. Applicants will become effective with the first billing date following date of application if signed within thirty (30) days and submitted with the next available statement.**

**12. Insurance Cost Containment**

- a. New Hires:**

**An insurance cap effective July 1, 1991, based upon the 1990-91 rates plus an adjustment of the negotiated wage increase for the previous year for all persons hired after July 26, 1991.**

- b. Current Employees:**

**Each current member (as of July 26, 1991) electing health insurance coverage assigned to a 7.5 hour position shall contribute to the cost of her/his health insurance costs as described in the following table:**

<b>Full Family Coverage</b>	<b>\$100 contribution (per year)</b>
<b>Two Person Coverage</b>	<b>\$ 80 contribution (per year)</b>
<b>Single Person Coverage</b>	<b>\$ 50 contribution (per year)</b>

**For less than full time employees, amounts to be prorated.**

**Such contributions will be collected through payroll deduction in the same manner as Association dues are collected.**

**Effective for the 1991-92 school year all persons not taking health insurance will receive the dental and vision benefits provided in Article XXVII, Section B. 1., and a yearly lump sum cash payment of \$600 to be paid in July, following completion of the insurance year.**

**Persons who add or drop health insurance coverage in mid-year will have the above amounts received from, or owed to, the District prorated.**

**Vision and Dental Benefits:**

- 1. The District shall pay the actual premium costs to provide Vision and Dental coverage. The District will provide Set, Inc. plan, whether single or full family or equivalent coverage with carriers to be determined by the Board. The District will provide Delta Dental Plan C, whether single or**

full family or equivalent coverage with carriers to be determined by the Board. With respect to Dental Insurance, the District will make available to the secretaries the opportunity for internal and external subgrouping as it relates to other Dental coverage carried by the District or another employer.

The subgrouping coverage afforded would in no case be greater than that afforded to other non-sub grouped members covered under this Agreement.

2. Additionally, secretaries who opt for Delta Dental Plan A (outlined in paragraph A above) will not be provided Delta Dental Plan C also.
3. No contribution by the District will be made during leaves of absence and layoffs and upon termination of employment all contributions shall cease.

#### Life Insurance

1. The District shall pay the actual premium cost for \$15,000 of group term life insurance with A.D. & D. rider.
2. The carrier shall be selected by the District and the premiums thereon less any dividends that may be payable on said policies shall be paid by the District. Benefits shall be payable to the beneficiary designated by the secretary.

#### Long Term Disability

1. Upon submission of a written application, the District shall provide, without cost, to each full-time employee a salary replacement program in the event the employee is unable to perform his/her duties as a result of a disability occurring from illness or injury.
2. The program will provide the following:
  - a. Monthly benefit - 50% of the employee's base wages, not to exceed \$1,500. This amount will be reduced by other income to which the employee may be entitled from any of the following sources:
    - (1) Disability benefits and/or retirement benefits payable under the Social Security Act on the employee's behalf.
    - (2) Earnings continuation from any employer.

- (3) Benefits payable under any other group insurance disability plan.**
- (4) Benefits payable under any government disability plan.**
- (5) Benefits payable under Worker's Compensation Act.**
- (6) Benefits payable under any group or individual no-fault plan of automobile insurance.**
- (7) Retirement benefits provided by an employer and/or the government.**

**The benefit calculation above will be reduced by the amount by which such benefit plus income benefits payable to the employee on behalf of his/her dependents exceeds 50% of his/her earnings at the date of disability.**

**The District Plan will reduce benefits by other income or increases in income to which the employee may be entitled by satisfactory application for benefits from any other source. Only income which commences coincident with or subsequent to the inception of the disability for which benefits are payable under this plan will apply. However, benefits will not be reduced by subsequent cost of living increases in income from any other source.**

**Subsequent changes to the initial Social Security award will not affect the benefit payable unless changes are the result of a change in dependent status or an error in the determination of the award.**

**In determining the amount of benefit payable under this plan, the District will use the monthly equivalent of any other income payable to the employee in a lump sum or on any basis other than a monthly basis. An estimate of the amount of any government plan award will be used prior to the advise of the actual award. This plan is not instead of, and does not affect any requirement for coverage by any State Disability Benefits Insurance.**

**Definition of Total Disability:**

- (1) Total disability means that the employee is unable because of sickness or accident to perform the duties of her/his normal occupation for any employer. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which the employee is fitted by training, education, or experience will constitute total disability.

c. Commencement of Benefits:

- (1) Benefits start after a qualifying period of one-hundred and eighty (180) days from the commencement of total disability, provided proof of disability is submitted within six (6) months following the qualifying period.
4. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirement",\* with this employer before benefits are effective.
5. Employees newly hired by the District shall be eligible for District insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
6. The District agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.

\* *"at work requirement" - must have been physically on the job for at least one (1) full work day following the signing of this Agreement.*

## **ARTICLE XXVIII**

### **DURATION**

This Agreement shall be retroactive to July 1, 1996, and shall continue in full force and effect until midnight on June 30, 2000, and from year to year thereafter unless, prior to ninety (90) days before expiration date, either party shall notify the other in writing of its desire to terminate upon the expiration date of the year in which the notice is given.

It is further agreed that following receipt of such notice of termination, the parties

hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change, upon termination.

In witness whereof, the parties hereto have hereunto executed this document the day and year first above written.

## **ARTICLE XXIX**

### **NO STRIKE - LOCKOUT**

The Association agrees that so long as this Agreement is in effect neither the Association nor any of the secretaries covered by this Agreement shall engage in any strike, slowdown, stoppage of work, and disturbance on school property or other interference with work or threat or inducement of the same, for any reason whatsoever. Any secretary who violates any of the provisions of this paragraph, participating therein, shall be subject to disciplinary action, including discharge. Secretaries may work additional days during a strike situation at the request of their Administrator and with the approval of the Human Resources Department. The District agrees that so long as this Agreement is in effect, there shall be no lockout.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document the day and year first above written.

**PORT HURON AREA SCHOOL DISTRICT**

**PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES**

By.  
President of Board

By.  
President of Association

"DISTRICT"

"ASSOCIATION"

Chief Negotiator

Chief Negotiator

Team Member

## EXHIBIT A

### HOURLY SALARY SCHEDULES

- I. Secretary II, Switchboard Operator
- II. Secretary I, Account Clerk II, Print Shop Machine Operator
- III. Account Clerk I
- IV. Executive Secretary

	<u>1996-97</u>				
	A	B	C	D	E
<b>I.</b>	7.72	8.29	8.88	9.57	10.25
<b>II.</b>	8.49	9.21	9.76	10.63	11.49
<b>III.</b>	8.99	9.57	10.30	11.20	11.85
<b>IV.</b>	10.01	10.73	11.57	12.31	13.23

	<u>1997-98</u>				
<b>I.</b>	7.86	8.44	9.04	9.74	10.43
<b>II.</b>	8.64	9.37	9.93	10.82	11.69
<b>III.</b>	9.15	9.74	10.48	11.40	12.06
<b>IV.</b>	10.19	10.92	11.77	12.53	13.46

	<u>1998-99</u>				
<b>I.</b>	8.00	8.59	9.20	9.91	10.61
<b>II.</b>	8.79	9.53	10.10	11.01	11.89
<b>III.</b>	9.31	9.91	10.66	11.60	12.27
<b>IV.</b>	10.37	11.11	11.98	12.75	13.70

	<u>1999-00</u>				
<b>I.</b>	8.14	8.74	9.36	10.08	10.80
<b>II.</b>	8.94	9.70	10.28	11.20	12.10
<b>III.</b>	9.47	10.08	10.85	11.80	12.48
<b>IV.</b>	10.55	11.30	12.19	12.97	13.94

All yearly wage adjustments are retroactive to July 1, 1996.

## **EXHIBIT B**

### **WORK YEAR**

Secretaries assigned to less than fifty-two (52) week positions will work according to the following schedule as a total number of minimum working days. The District has the sole responsibility to schedule additional days so as to remain consistent with the supervising administrator.

Elementary Secretaries, High School Secretaries II, Secretary I for Port Huron Alternative Learning Center, Secretary II for Port Huron Alternative Learning Center, Account Clerk I for Accounting Department, Secretary II for Adult Community Learning Center, Secretary II for Leonard Center, Secretary II for Board and Curriculum Services, and Attendance Officers.

Ten (10) days before school starts and seven (7) days after school ends.

Middle School Secretaries, High School Account Clerk II, One (1) Secretary I for Special Education, Three (3) Secretary II for Special Education, Secretary I for Transportation.

Twelve (12) days before school starts and twelve (12) days after school ends.

Executive Secretaries for Port Huron High School, Port Huron Northern and the Adult Community Learning Center.

Seventeen (17) days before school starts and seventeen (17) days after school ends.

1. School starting date is the date children report.
2. Specific dates will be established at an implementation meeting, when the calendar is set.

**EXHIBIT C**  
**LETTER OF UNDERSTANDING**  
**EVALUATION**

The Association and the District profess and support the following precepts upon which this form and its application are based:

1. An evaluation of a secretary is intended to determine her/his strengths and weaknesses as they relate to her/his ability to perform her/his assigned job duties.
2. The primary intent of the determination of weak points is to provide a clear and constructive means for improvement.
3. If a secretary is rated less than satisfactory in any particular category the rating supervisor shall include the following:
  - a. A written statement or statements as to the nature of weaknesses.
  - b. A written recommendation or recommendations for improvement in the indicated area of weakness.
  - c. A written statement of the supervisor's expectations.
4. It is recognized that the evaluation form may be used by the District as part of the progressive discipline procedure.
5. This evaluation is to be completed at least once every two (2) years.

# EVALUATION FORM

PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES

Date

Name

Classification

		EXCELLENCE	GOOD	ACCEPTORY	UNSATISFACTORY
<b>ATTRIBUTES</b>					
<b>1</b>	<b>WORKABILITY</b>				
	A. Self-direction				

COMMENTS:

	B. Judgment & Common Sense				
--	----------------------------	--	--	--	--

COMMENTS:

<b>2</b>	<b>RAPPORT</b>				
	A. With the Public				

COMMENTS:

	B. With Fellow Workers				
--	------------------------	--	--	--	--

COMMENTS:

<b>3</b>	<b>WORK PERFORMANCE QUALITIES</b>				
	A. Ability to Operate Necessary Office equipment				

COMMENTS:

<b>3 WORK PERFORMANCE QUALITIES</b>				
<b>B. Proficiency at Manual Office Skills</b>				

**COMMENTS:**

<b>C. Follow through on Work Assignments (see also 3.G.)</b>				
--	--	--	--	--

**COMMENTS:**

<b>D. Accuracy of Work (spelling, punctuation, etc.)</b>				
--	--	--	--	--

**COMMENTS:**

<b>E Attendance</b>				
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**COMMENTS:**

<b>F. Punctuality</b>				
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**COMMENTS:**

<b>G. Completes Assigned Work on Time (see also 3.C.)</b>				
---	--	--	--	--

**COMMENTS:**

**H. Comprehensive Rating**

- 1 The purpose of this category is to provide the evaluating supervisor with an opportunity to make a comprehensive rating of the secretary.
- 2 Using the rating indicators of Excellent, Good, Satisfactory and Unsatisfactory, the rating supervisor is to indicate that rating which he/she feels best presents a comprehensive view of the secretary.
- 3 Additionally, this comprehensive rating shall be accompanied by statements which support and explain the rating.

COMPREHENSIVE RATING

SEE ATTACHED SUPPORTING STATEMENTS

**Supporting Statements:**

**Areas needing improvement:**

**Comments by Administrator**

**Comments by Secretary**

**Immediate Supervisor**

**Position**

**My signature indicates that I have received a copy of this evaluation.**

**Employee Signature**

**Date**

**Copies: Original - Personnel**

**Second - Building Files**

**Third - Employee**

**PORT HURON AREA SCHOOL DISTRICT  
RECORD OF GRIEVANCE PROCESSING**

<b><u>Step</u></b>	<b><u>Required Action</u></b>	<b><u>Initiator</u></b>	<b><u>Time Limitations</u></b>	<b><u>Date of Action</u></b>
1.	File grievance	Grievant (1)	Within 15 days of alleged grievance (2)	
	Grievance received	Administrator (3)	Within 15 days of alleged grievance	
	Disposition made	Administrator	Within 5 days of receiving grievance	
	Disposition received	Grievant	Within 5 days of receiving grievance	
2.	Appeal Filed	Grievant (1)	Within 5 days of receipt of disposition	
	Appeal received	Superintendent	Within 5 days of receipt of disposition	
	Hearing held	Superintendent	Within 5 days of receipt of appeal	
	Disposition made	Superintendent	Within 5 days of hearing	
	Disposition received	Grievant	Within 5 days of hearing	
	Notice of non-acceptance of Superintendent's decision	Grievant	Within 10 days of Superintendent's determination	
	Applied for arbitration	Grievant/ Association	Within 20 days of Notice of Appeal	

Grievant prepares three (3) copies:

- |     |  |    |               |
|-----|--|----|---------------|
| (1) | And/or Association                     | 1. | Administrator |
| (2) | All days are school days               | 2. | Association   |
| (3) | Line Administrator/Building Principals | 3. | Secretary     |

## GRIEVANCE SHEET

NAME OF GRIEVANT

ASSIGNMENT \_\_\_\_\_ BUILDING

**STATEMENT OF GRIEVANCE:** (Give date and details of alleged grievance; pertinent Article, Section, Paragraph and page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

**RELIEF SOUGHT:**

Date

Signature of Grievant

Association Participating \_\_\_\_\_ Association to be informed

Initials \_\_\_\_\_ Date

**ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR  
ASSOCIATION POSITION SHEET**

**NAME OF GRIEVANT:**

**ASSIGNMENT:** \_\_\_\_\_ **BUILDING:**

**DATE OF GRIEVANCE:** \_\_\_\_\_

**STATEMENT OF DISPOSITION OF:**

**(Statement of Disposition to be signed and dated by Administrator)**

**Date**

**Signature of Administrator**

**STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO  
DISPOSITION:**

**(To be signed and dated by grievant and/or Association)**

**Date**

**Signature of Grievant**

**EXHIBIT E**

**PORT HURON ASSOCIATION OF EDUCATIONAL SECRETARIES**

**SICK LEAVE BANK APPLICATION**

I hereby apply for \_\_\_\_\_ days from the Sick Leave Bank of the Port Huron Association of Educational Secretaries. The reason for this request and the circumstances surrounding it are as follows:

Date                      Signature

Do not write below this line. For committee use only.

\_\_\_\_\_ Date Received

\_\_\_\_\_ Date of Committee Review

\_\_\_\_\_ Request Granted \_\_\_\_\_ Number of Days

\_\_\_\_\_ Request Denied

Reason for denial

Committee Chairman

Association President

Administration