

6/30/90

381

1987-1990  
MASTER AGREEMENT  
between the  
BOARD OF EDUCATION  
ARMADA AREA SCHOOL DISTRICT  
Armada, Michigan  
and the  
ARMADA AREA SCHOOLS  
SECRETARIES ASSOCIATION  
Armada, Michigan

*Armada Area Schools*

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## MEMORANDUM OF AGREEMENT

### PREAMBLE

THIS MEMORANDUM OF AGREEMENT, entered into on the date or dates hereinbelow set forth, by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Area Schools Secretaries Association, hereinafter referred to as the ASSOCIATION.

### WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION having completed negotiations and as a result thereof, have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to memorandum.

NOW THEREFORE, in consideration of these presents, the mutual promises and covenants herein contained, IT IS AGREED AS FOLLOWS:

### ARTICLE I - RECOGNITION

A. The BOARD recognizes the Armada Area Schools Secretaries Association as the sole and exclusive bargaining representative for all office personnel which shall include: principals' secretaries, special education and community education secretaries, counselors' secretaries and payroll secretaries; EXCEPTING HOWEVER, the secretary of the Superintendent of the Schools and all other supervisory personnel.

B. The term "employee" when used herein, shall refer to all members of the ASSOCIATION unless otherwise indicated.

C. The BOARD agrees not to negotiate with any other secretarial organization other than the ASSOCIATION during the term hereof.

### ARTICLE II - BOARD RIGHTS

A. The BOARD, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

### ARTICLE III - ASSOCIATION RIGHTS

A. The members of the ASSOCIATION shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because he has given testimony or instituted proceedings under the law.

#### ARTICLE IV -- DUTIES

A. All employees shall properly do and perform any and all things necessary in and about the fulfilling of their duties and responsibilities as may be set forth and directed by their immediate supervisor.

B. All employees shall be representatives of the school district and therefore, shall conduct themselves in a manner that is in the best interest of the school district.

#### ARTICLE V - SENIORITY

A. Seniority shall be defined as follows: Secretarial Seniority is the start of the first day of work in a secretarial position, and, District Seniority commences on the first day of hire for any position with the district.

#### ARTICLE VI - WORK SCHEDULE

A. PRINCIPALS' SECRETARIES AND COUNSELORS' SECRETARIES, SPECIAL EDUCATION, COMMUNITY EDUCATION AND PAYROLL SECRETARIES shall have a normal working day consisting of seven and three quarter (7 3/4) hours, excluding a 45-minute lunch period (15 minutes paid by the Board of Education) for a minimum of forty-seven weeks (235 days) during the term hereof.

B. PRINCIPALS' SECRETARIES AND COUNSELORS' SECRETARIES, SPECIAL EDUCATION, COMMUNITY EDUCATION AND PAYROLL SECRETARIES may be requested to work additional weeks by the Superintendent or his designee.

C. All employees shall receive a 15 minute break in the morning and a 15 minute break in the afternoon at the principal's or supervisor's discretion.

#### ARTICLE VII - COMPENSATION

A. All employees shall be compensated in accordance with and pursuant to a schedule which is attached hereto and incorporated herein by this reference and designated "Schedule A".

B. Any employee who shall be transferred to a position in which a lesser amount of compensation is designated hereunder, shall, notwithstanding such transfer, maintain her present rate of compensation until schedule she is on can improve her compensation.

C. Retirement is paid by the Board of Education.

D. Time and one-half rate shall be paid to all employees for hours worked at the request of their building principal or supervisor over their regular normal work day.

ARTICLE VIII - PAID LEAVE OF ABSENCE

A. SICK LEAVE - The BOARD shall grant a maximum of one (1) day per month sick leave each school year, which may accumulate to a maximum of one hundred (100) days.

B. DEATH IN FAMILY - The BOARD shall grant a maximum of five (5) days, if needed, at the discretion of the Superintendent or his designee, for death in the immediate family and these days will not be deducted from the accumulated days. Immediate family, as herein used, shall be limited to child, husband, wife, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, grandchildren and those residing in the immediate household.

C. PERSONAL LEAVE - The BOARD shall grant a maximum of three (3) days per year for the conduct of personal affairs which cannot be handled outside of the working day. Notice of said personal leave day or days shall be given to the appropriate supervisory personnel, building principal or his assistant, the Superintendent or his designee three (3) days prior to said leave, except in emergency situations, provided however, that no personal leave day or days shall be granted one (1) day prior to or one (1) day after any regularly scheduled vacation period or school holiday, except in emergency situations. These personal leave days shall not be deducted from the employee's accumulated sick leave days.

D. CRITICAL ILLNESS IN FAMILY - The BOARD shall grant a maximum of five (5) days during any one school year for each emergency or critical illness in the immediate family. Immediate family, as herein used, shall be limited to child, husband, wife, father, mother, sister, brother, father-in-law, and mother-in-law, PROVIDED HOWEVER that the use of any of these days by any employee, shall be deducted from that employee's accumulated sick leave.

E. SNOW DAYS - The BOARD shall grant full or partial days, when in the opinion of the Superintendent, the weather is too severe, and transportation to work becomes dangerous.

It is understood that the secretaries may be asked to report. Those secretaries who are unable to report on these days (i.e. road conditions), will be paid for the SNOW DAY (up to a total of 3 per year) and not be asked to use a Personal, Vacation or Sick day. Those secretaries who are able to report on such days will be granted 1/2 day of compensatory time to be used at the discretion of their supervisor (up to 1 1/2 days total for the year, non-accumulative). If all the secretaries do report, there will be no compensatory time granted for that day.

F. JURY DUTY OR LEAVE BECAUSE OF SUBPOENA - Absence for jury duty service by an employee is recognized by the Board as approved leave and will not be chargeable to accumulated sick leave. The employer agrees to pay the difference between jury payment and the employee's regular wage.

Absence for court subpoena by an employee is recognized by the Board as an approved leave and will not be chargeable to accumulated sick leave or business days. The employer agrees to pay the difference between the witness fees and the employee's regular daily rate.

ARTICLE IX - MATERNITY LEAVE

A. A maternity leave may be granted to any employee for a period of one (1) year, upon written request of that employee.

B. Sixty (60) days prior to termination of such leave the employee shall notify in writing the BOARD of their desire to return or it shall be understood the employee is not returning.

ARTICLE X - MILEAGE - REIMBURSEMENT

A. Employees required in the course of their employment to drive personal automobiles on school business which has been approved by the Superintendent or his designee, shall be paid a car allowance under current rate per mile.

ARTICLE XI - INSURANCE

A. The BOARD agrees to pay the annual premium for full coverage of the secretary, spouse, and family in the Michigan Blue Cross-Blue Shield Hospital Medical Insurance Plan MVF-1 with ML rider, option 4 Major Medical Rider and Prescription Rider (\$2,00). At the option of the secretary the BOARD agrees to pay the annual premium for protection of the secretary and entire family in MESSA Super Med 2 Major Medical Hospital Plan.

B. The BOARD agrees to pay the premiums for MESSA dental insurance Plan F, or its equivalent as agreed to by the BOARD and the ASSOCIATION. The BOARD also agrees to pay the premium for MESSA orthodontic rider - MESSA 004, or its equivalent (60% to a maximum \$1,000 lifetime benefits for dependents 19 or younger).

C. The BOARD will provide Twenty Thousand (\$20,000.00) Dollars of term group life insurance for the employee, payable to their designated beneficiary.

D. The BOARD agrees to pay the premiums for MESSA Intermediate Vision care, or its equivalent.

E. Any person not selecting group medical insurance shall have eighty percent (80%) of single subscriber health premium applied to one of the tax shelter annuity programs.

1. The annuity will be calculated from October 1 to September 30. This will be 80% of a single subscriber rate of Blue Cross Health insurance. The dates are chosen to coincide with the current enrollment dates established by Blue Cross.

2. On or before June 30, nine-twelfths (9/12) of the year's payment will be made. On or before September 30, the remaining three-twelfths (3/12) will be paid.

3. All conditions set forth in the Master Agreement dealing with termination of fringe benefits will apply to the option/annuity plan.

ARTICLE XII - VACATIONS

A. Employees covered under this contract shall be eligible for a vacation period the same as the current custodial contract.

Paid holidays which occur during a vacation shall not be counted as a vacation day. This vacation is not accumulative. Vacation time must be used at Easter and Christmas breaks unless agreed to through the building principal or supervisor.

ARTICLE XIII - HOLIDAYS

A. The following shall be considered as paid holidays:

Labor Day	The Day before New Years
Thanksgiving	Good Friday
The Day after Thanksgiving	Easter Monday
Christmas Day	Memorial Day
The Day before Christmas	July 4th
New Years Day	

B. The rate of compensation shall be for the employee's normal working day at "straight time compensation" regardless of the week on which the holiday falls. PROVIDED HOWEVER, that if any employee shall work on any of the holidays above mentioned, pursuant to the request of their immediate supervisor, then and in that event, said employee shall be compensated at a "double time rate" for that day or days.

C. The 4th of July holiday pay shall be paid only to those employees working the scheduled work day before said holiday.

ARTICLE XIV - NEW EMPLOYEES

A. All new employees shall serve a probationary period of three (3) months of actual employment, unless secretary has held prior experience in office work environment within the school system and will be compensated with no probationary period.

B. All newly hired employees shall be paid according to the Schedule A Probationary Period (0-3 months) compensation schedule in accordance with their job title. After such period their compensation shall be raised to the next compensation level (3 months - 1 year) or a compensation level as indicated by the BOARD which has the right to grant credit on Schedule A for business experience and/or business school education.

#### ARTICLE XV - GRIEVANCE PROCEDURE

A. A grievance is a matter involving the violation of a specific Article or Section of this agreement.

B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:

1. The termination of services of any probationary employee.
2. Any complaint for which there is another remedial procedure or form established by law or regulation having the force of law.

C. If the employee or ASSOCIATION does not process the alleged grievance with the appropriate building supervisor at Level 1 within ten (10) school days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.

D. PROCEDURE - Level 1 - The aggrieved employee or the ASSOCIATION shall discuss the alleged grievance with the appropriate building supervisor in an informal manner. The said building supervisor shall have five (5) days in which to resolve the problem.

Level 2 - Within five (5) school days of the receipt of the decision of said building supervisor, the aggrieved employee or the ASSOCIATION may appeal to the Superintendent or his designee. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated, and shall contain the reasons for the appeal. Within (10) school days after the receipt of the appeal, the Superintendent or his designee shall render his decision.

Level 3 - Within five (5) school days of the receipt of the written decision of the Superintendent or his designee, the aggrieved employee or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and shall contain the same wording as the grievance filed with the Superintendent or his designee and shall contain the reasons for the appeal.

#### ARTICLE XVI - VACANCY POSITIONS

All positions as defined in Article I - Recognition - newly created or already defined, as covered under this agreement shall be posted through the schools when a vacancy occurs, for employees to apply and be considered.

#### ARTICLE XVII - DURATION OF CONTRACT - RETROACTIVITY

A. The terms and conditions of this Agreement shall be in full force and effect immediately upon adoption by the Board and the Association and shall continue in full force and effect until the 30th day of June, 1990.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by and through their duly authorized representatives on the date or dates set opposite their names.

BOARD OF EDUCATION  
Armada Area School District

Dated \_\_\_\_\_

\_\_\_\_\_  
President

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary

ARMADA AREA SCHOOLS OFFICE PERSONNEL

Dated \_\_\_\_\_

\_\_\_\_\_  
President

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary

ARMADA AREA SCHOOLS SECRETARIES ASSOCIATION

SCHEDULE A

1987 - 1990

<u>YEARS EXPERIENCE</u>	<u>1987-88 Weekly Compensation</u>	<u>1988-89 Weekly Compensation</u>	<u>1989-90 Weekly Compensation</u>
0-3 months (probationary period)	\$ 215.48	\$ 228.40	\$ 242.10
3 months - 1 year	236.43	250.61	265.64
1 - 2 years	248.92	263.85	279.68
2 - 3 years	261.96	277.67	294.33
3 - 4 years	275.01	291.51	309.00
4 - 5 years	291.28	308.75	327.27
5 - 6 years	309.07	327.61	347.26
6 - 7 years	326.15	345.71	366.45
7 - 8 years	343.22	363.81	385.63
8 years and after	360.31	381.92	404.83

DURATION ON SCHEDULE A

1987 - 1990

The terms and conditions of Schedule A 1987-90 shall be retroactive from July 1, 1987, and shall continue in full force and effect until the 30th day of June 1990.