

3951

6/30/2001

A G R E E M E N T

BETWEEN THE

SOUTHGATE COMMUNITY SCHOOL DISTRICT

AND

M E S P A -- S E C R E T A R I E S

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AGREEMENT

PURPOSE AND INTENT

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ARTICLE I

PREAMBLE

The Southgate Community School District, hereinafter called the "District" and MESPA-Secretaries, hereinafter called the "Union", hereby affirm their mutual interests in the development of services of the highest quality for the benefit of the students and the Southgate Community School District. Therefore, the Southgate Community School District and the MESPA-Secretaries agree as follows:

ARTICLE II

RECOGNITION

- 2.1 The District recognizes the Union as having been designated and selected by a majority of its employees in the unit described below for the purpose of collective bargaining with respect to rates of pay, hours of employment and working conditions.
- 2.2 The bargaining unit shall be defined as all secretaries, bookkeepers, secretaries to chief building administrators, general office employees who are regularly scheduled twenty (20) hours or more per week and who are employed in the wage classifications set forth in Article XIX.
- 2.3 The bargaining unit shall exclude confidential employees so designated by the Michigan Employment Relations Commission. (See Certificate of Representation attached as Appendix "A".)
- 2.4 During the terms of the Agreement, the Board agrees that it will not enter negotiations with any organization other than the Union, concerning wages, hours of employment and working conditions for persons covered by this Agreement.

ARTICLE III

AGENCY SHOP

- 3.1 Employees covered by this Agreement who are not members of the Union shall pay as a condition of employment an amount as established by the Union. For present employees, such payment shall commence thirty-one (31) days following the ratification of this Agreement and for new employees, the payment shall start thirty-one (31) days following their date of full-time or regular part-time employment.
- 3.2 If an employee does not join the Union or pay a monthly service fee as established by the Union, then the Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Employer in the event compliance is not effected.
- 3.3 Failure of an employee to pay a monthly service fee towards the administration of the Agreement shall be recognized as reasonable and just cause for discharge unless the employee complies prior to the time he/she is discharged.
- 3.4 The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.
- 3.5 The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the School District for the purpose of complying with this Article, including but not limited to, all attorney fees, all court and administrative hearing costs, court reporter fees, transcript costs, and unemployment compensation payments made to a discharged employee.

ARTICLE IV

CHECK OFF

- 4.1 The employer will, on the first pay of each month, deduct from each employee covered by this Agreement, all Union initiation fees, dues, agency fees, or service fees, provided that each employee voluntarily makes a written request authorizing the employer to make such deduction.
- 4.2 The Union will furnish the employer with a checkoff list in duplicate each month of all authorized deductions for Union dues and agency fees, indicating the amount due for each employee. One (1) copy of this list shall be returned with the stipulated amount to the Union prior to the end of the month in which the deductions are made.
- 4.3 This will be prorated over a ten (10) month period (September to June inclusive).
- 4.4 In the event that there is a change in the amount to be deducted, the Union will notify the Business Office thirty (30) days prior to the effective date of the change.
- 4.5 The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the School District for the purpose of complying with this Article, including but not limited to, attorney fees, all court and administrative hearing costs, court reporter fees, transcript costs, and unemployment compensation payments made to a discharged employee.

ARTICLE V

COMPENSATION

- 5.1 The salaries of office personnel covered by this Agreement are set forth in the attached Schedule and incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.
- 5.2 The hourly rates of pay shown on the salary schedule are based on full-time employment in the specified positions.
- 5.3 All work authorized by the School District and performed by employees in excess of forty (40) hours in any one workweek will be paid at the rate of one-and-a-half (1-1/2) times their regular rate.

Payment for Saturday will be paid at the rate of one-and-a-half (1-1/2) times the hourly rate of pay if the work week exceeds forty (40) hours.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any doubling or pyramiding of overtime payments.

- 5.4 In the event that an employee is called into work on a day other than a regularly scheduled workday, that employee shall receive a minimum of three (3) hours pay in accordance with the salary schedule.
- 5.5 Employees required to use their automobiles for purposes of school business shall be paid a mileage rate equal to the current IRS rate.
- 5.6 Twelve (12) month and ten (10) month full-time employees who meet the eligibility requirements set forth below shall be paid a longevity payment:
- a. An employee who has completed ten (10) years of continuous twelve month full-time employment, but less than fifteen (15) years, shall be paid a lump sum payment, less applicable withholding taxes, of \$500.00 on the next payday after the anniversary providing he/she has actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).
 - b. An employee who has completed fourteen (14) years or more of continuous twelve month full-time employment, shall be paid a lump payment, less applicable withholding taxes, of \$550.00 on the next payday after the anniversary providing he/she actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).

ARTICLE V - COMPENSATION (Continued)

- c. An employee who has completed twenty (20) years or more of continuous twelve month full-time employment, shall be paid a lump sum payment, less applicable withholding taxes, of \$600 on the next payday after the anniversary providing he/she actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).
- d. Workers' Compensation leaves and unpaid leaves of absence shall not be considered in determining continuous full-time years of employment, but both loss of seniority pursuant to Article VIII (8.5) and unpaid leaves of absence in excess of ninety (90) calendar days shall be considered breaks in continuous employment.

- 5.7 After one year of service, employees will be paid 1/3 of accumulated sick leave days upon their retirement or death. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

After one year of service, employees will be paid 1/4 of their accumulated sick leave days upon leaving employment for reasons other than retirement.

Upon the death of a secretary, the beneficiary or estate shall be paid one-half (1/2) of the deceased accumulated sick days.

5.8 TUITION REIMBURSEMENT (ONGOING FORMAL EDUCATION)

- a. Employee Eligibility: Full-time employees who have been with the District for at least one continuous year, with allowance for approved leave of absence, shall be eligible to receive tuition reimbursement for one course per semester up to a maximum of \$250.00
- b. Application for Reimbursement: Application for tuition reimbursement shall be made in writing by no later than ninety (90) days following the completion of the semester enrolled in. Such requests shall be submitted on a Tuition Reimbursement Request Form. (See Appendix O)

The maximum lifetime benefit a bargaining unit member may receive under this section is \$5,000.

Tuition reimbursement shall be available for courses not available through Adult and Community Education programs. Employees will take pre-approved classes to help upgrade the skills in performing their job function.

ARTICLE VI

WORK SCHEDULE

- 6.1 Time schedules for opening and closing offices and departments shall be fixed by the administrator directly in charge, with the approval of the Superintendent of Schools. Schedules will be posted for the ensuing year before the end of the school year whenever possible.
- 6.2 ELEMENTARY SCHOOL: The normal work day shall be seven (7) hours. The normal work week shall be thirty-five (35) hours. Effective April 3, 1995, the normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alteration shall be made by the Superintendent, after discussion with the union.
- 6.3 MIDDLE AND SENIOR HIGH, BOARD OFFICE AND SPECIAL SERVICES: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alterations shall be made by the Superintendent of Schools.
- 6.4 LUNCH PERIOD: Employees covered by this agreement shall be entitled to a 30 minute paid duty free lunch period away from their work station. The starting time for the lunch periods shall be scheduled by the administrator, director, or supervisor of the office to which each employee is assigned. Of the two ten (10) minute breaks to which secretaries are entitled; secretaries may take one of them and add it to their lunch with the approval of their building administrators.
- 6.5 REST BREAK: A rest break of ten (10) minutes in the morning session and ten (10) minutes in the afternoon session shall be granted. The time of the break will be at the mutual convenience of the administrator and the employee concerned.

Breaks are not to be combined or accumulated. It is recommended that the break be scheduled at the midpoint of each session. Offices having more than one employee should stagger the break.

ARTICLE VII

LEAVES

- 7.1 Seniority bargaining unit members shall be entitled to sick leave accumulation at the rate of one (1) day per month of active work, but the employee shall follow the call-in provision set forth in Article XVII (17.5). One day a month shall be credited on the second day of work each month for the employees and authorized sick days shall accumulate for one year up to a maximum of 192 days in 1994/95 and 197 in 1995/96. All requests for sick days shall be submitted and approved by the employee's supervisor and proof of illness may be requested after five (5) days of absence.

A paid sick day shall be determined by multiplying the individual employee's hourly rate times the employee's normally scheduled hours of work on that day of absence (i.e., excluding all hours which are scheduled on the day of absence but which are beyond the normally scheduled hours of that employee.)

After the sixty (60) day probationary period is complete (probation period must be extended to cover absent days used during this period), employee will be entitled to one sick day per month and personal business days retroactive to the date of hire. Employees will not be compensated for days absent from work during the probationary period nor can retroactive days be applied to provide compensation for absent days taken during the probationary period.

- 7.2 Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days.

Personal business days shall be granted on a pro-rated basis for new employees who commence work at such time that would prevent the employee from completing a full work year for that position.

- 7.3 Any employee whose personal illness extends beyond the period compensated under Paragraph 7.1 above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request, and a physician's recommendation for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year without the approval of the Board, or its designee. Any health leave granted under this section shall be without pay or fringe benefits except for Article XI (11.8).

ARTICLE VII - LEAVES (Continued)

- 7.4 The Superintendent or the Superintendent's designee, may, at any time during the leave, require an employee to submit from the employee's physician, pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist, or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent of being unable to perform the normal daily duties and functions.
- 7.5 In the event of an absence of an employee due to personal illness or disability of five (5) consecutive working days, then, at the employee's expense, the Superintendent or designee, may require the employee to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence. Before returning to work, the employee, at one's own expense, shall provide a physician's statement indicating ability to resume his/her duties.
- 7.6 If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Personnel Office of this fact, and shall provide the Personnel Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this section at least six (6) months before the expected date of birth.
- 7.7 Upon recovery from the illness or disability within the time limits granted in the leave and upon submission of the physician's statements, the employee will be assigned consistent with the provisions of Article IX.
- 7.8 In all cases where an employee is ill or disabled, he/she must request a leave of absence in writing. Failure of the employee to return to work on the date set forth by the District may result in disciplinary action.
- 7.9 Notwithstanding any other provision of Article VII to the contrary, in the event an employee is requested by the District, at any time, to fill an available position in the bargaining unit, in the employee's classification, following the employee's recovery from the illness or disability, and the employee does not report to work in that position on the designated date set forth in the notification, then such employee shall have no further rights of reinstatement. The employee's failure of acceptance shall be deemed as a resignation of employment.
- 7.10 Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.

ARTICLE VII - LEAVES (Continued)

- 7.11 If the employee's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the employee is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the Arbitrator in order of preference. If the parties do not agree upon an Arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.

In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the Arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.

It shall be the sole and only function of the Arbitrator, after due investigation, to render a decision whether the employee was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the Arbitrator's decision is in favor of the School District, the Arbitrator's decision shall require the employee to return all monies expended by the School District in paying any salary and fringe benefits during the time the employee was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the Arbitrator under this provision.

The cost for the services of the physician Arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them, and neither party will be responsible for the expenses of the witnesses called by the other.

There shall be no appeal from the physician Arbitrator's decision, it shall be final and binding on the Union, its members, the employee involved, and the School District if the decision is within the scope of the physician Arbitrator's authority as set forth above.

ARTICLE VII - LEAVES (Continued)

- 7.12 If the School disputes the illness or disability of the employee, and the absence of the employee will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to Article XVIII and will not be subject to resolution by Article VII (7.11) above.
- 7.13 As used herein, the term physician shall refer to a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the employee was treated by a licensed physician or osteopath.
- 7.14 A personal unpaid leave for other than extending a regular vacation may be applied for by submitting a written statement. The request stating the reason shall be submitted to the Superintendent or delegated representative accompanied by an endorsement signed by the immediate supervisor. The leave may be granted if the operation of the office is not impaired by such leave of twenty-one (21) calendar days or less. This leave, if covered by the Family Leave and Medical Act (FLMA) will be granted in accordance with the law. In the event of extenuating circumstances, exceptions may be made to extend leaves. Provided, however, the Superintendent or designee's decision regarding the personal leave other than those covered by the FLMA shall be final and not subject to the grievance procedure. The granting of such leave shall not result in the interruption of Board-paid fringe benefits, provided the duration of said leave does not exceed thirty (30) calendar days. In cases covered by the FLMA, benefits will be provided in accordance with the law.

An employee returning from a non-medical unpaid leave of 60 calendar days or less shall have the right to return to his/her same position. An employee returning from a non-medical leave of more than 60 calendar days shall have the right to return to a position in the same classification and may displace the least senior person in that classification that does not result in an increase in hours and work year. If no one is less senior, he/she may displace someone less senior in a lower classification for which qualified.

- 7.15 A full-time employee shall be allowed up to five (5) consecutive working days for the necessary attendance at the funeral of a family member. Two (2) additional work days shall be granted for death of a spouse. A family member shall be defined as including spouse, son, daughter, son-in-law, daughter-in-law, mother, father, including parents of a legally adopted child, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, or mother-in-law. One (1) funeral day shall be allowed for other death.
- 7.16 Increment shall be granted for the above leaves if the employee completes one-half (1/2) his/her yearly working schedule during the year in which the leave is granted.

ARTICLE VII - LEAVES (Continued)

- 7.17 The Board shall release designated association representatives up to a maximum of five (5) days per year to conduct association business. Such released time shall be taken at the discretion of the association leadership without loss of pay or benefits, provided that the affected administrators are notified in advance.

The union president will notify the Personnel office of the union business two (2) days prior to the absence and no more than three (3) consecutive school days may be taken at one time.

The president may request an additional five days from the superintendent, or designee. If additional days are granted, the union shall promptly pay the school district for the cost of the substitute secretary, if one is necessary. It is expected that this time will be used to benefit both the union and the district by improving personnel relations.

ARTICLE VIII

SENIORITY AND LAYOFF

- 8.1 Seniority shall be defined for purposes of this Agreement to mean the length of an employee's service with the Employer in positions included within the bargaining unit after the employee has completed the probationary period. Upon the completion of the probationary period, employees shall be placed on the seniority list as of the first day worked. In the event more than one employee has the same first day worked, the Union shall conduct a drawing at the end of the probationary period among the affected individuals to determine the correct position on the seniority list.
- 8.2 Employees shall be subject to a probationary period of sixty (60) days of actual work in a classification covered by this Agreement.
- 8.3 During the probationary period, the employer shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason without regard to provisions of this agreement and no grievances shall arise therefrom.
- 8.4 Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force and there shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall be treated as new employees.
- 8.5 An employee shall be terminated and lose his/her seniority rights if he/she:
- a. quits;
 - b. is discharged;
 - c. is laid off for a period of eighteen (18) months or length of his/her seniority, whichever is greater;
 - d. fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall;
 - e. is absent for two (2) consecutive work days, without notice and fails to provide a reasonable excuse;
 - f. fails to return from an authorized leave of absence, vacation, or sick leave at the designated time set by the employer or works while on a leave of absence for another employer without the Superintendent of Schools' prior permission;
 - g. has an unexcused absence from work without properly notifying the School District according to the call-in procedure set forth in Article XXIII, Section 5, of this Agreement.

ARTICLE VIII - SENIORITY AND LAYOFF (Continued)

- 8.6 It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as it appears on the Employer's records, shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.
- 8.7 An employee in the bargaining unit who is transferred to a job outside the bargaining unit shall retain but not accumulate seniority, whether such transfer was made before or after the Union was first recognized as a bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he/she may exercise his/her frozen seniority credits. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit and no grievance shall arise nor shall the employee have a right to return to the bargaining unit.
- 8.8 In the event the Employer elects to layoff employees in a given classification, the employees shall be laid off according to lowest seniority. An employee laid off from a classification may exercise his/her District-wide seniority to bump an employee with less seniority in that classification or in a lower paid classification, if qualified per School District posting.
- 8.9 Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Local Union Secretary shall be mailed a list from the employer of the employees being laid off on the same date notices are issued to the employees. Vacation days may be used if the employee desires
- 8.10 Employees to be laid off for a definite period of time because of emergencies or unusual conditions will be given forty-eight (48) hours of notice prior to the layoff. In the event the layoff is due to a work stoppage by another bargaining unit, seventy-two (72) hours notice shall be given. The length of layoff will be told the employee. Vacation days may be used if the employee desires.
- 8.11 In the event an employee on layoff is mailed a notice of recall, by registered mail, to his/her last known address on file in the Personnel Office, and such employee does not notify the Personnel Office in writing, by certified mail, return receipt requested, within five (5) days after such offer, of his/her acceptance, then such employee shall have no further rights of reinstatement unless approved by the Superintendent or designee in writing.

ARTICLE IX

TRANSFERS, JOB POSTINGS AND PROMOTIONS

- 9.1 When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, the Union president will be notified and a notice of job vacancy will be posted on the employee bulletin board for seven (7) working days. Copies of the posting shall also be sent to each member of the bargaining unit via inter-office mail and via U.S. mail to laid-off employees. During the Summer recess period, the posting will be mailed to 10-month employees at their home address.

The notice shall set forth a description of the job; the qualifications for the job; and the hours and shift and rate of compensation. Employees who possess the ability and qualifications may bid on such jobs during the seven (7) working days the notice is posted on the employee bulletin board and no bid after the expiration date of the seven working days will be considered in filling the vacancy.

- 9.2 When ability and qualifications are equal among the applicants, the bargaining unit member with the longest seniority in the School District shall be selected and given a trial period, not to exceed forty-five (45) actual working days, to determine if he/she is capable of performing the work. During the trial period, the School District may disqualify the employee at any time and no grievance shall arise, but the employee shall be allowed to return to his/her original classification. A conference will be held at the employee's request to discuss the disqualification.

9.3 Temporary Assignments:

- a. When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, due to a leave-of-absence which is less than sixty (60) calendar days, then the vacancy need not be posted and may be filled by the School District with a substitute employee. If for medical reasons the leave of absence is sixty-one (61) to three hundred and sixty five (365) calendar days, then a declared vacancy shall be posted and filled with a temporary employee. The terms and conditions of work of temporary employees shall be governed by the provisions of Appendix L of this Master Agreement.

If a medical leave of absence extends beyond three hundred and sixty-five (365) calendar days, then the position shall be declared vacant and filled in accordance with 9.1 and 9.2 above.

The employee on a long-term medical leave of sixty (60) to three hundred and sixty-five (365) calendar days shall have the right to return to the same position held prior to leave. An employee holding said position on a temporary basis shall have rights as provided in Appendix L.

ARTICLE IX - TRANSFER, JOB POSTINGS AND TRANSFERS (Continued)

The employee on a medical leave of more than three hundred and sixty-five (365) calendar days, upon return, shall have the right to a position in the same classification and may displace the least senior person in that classification that would not result in a reduction or increase in hours or work year. If no position is available in the same classification, he/she may displace someone less senior in a lower classification for which qualified.

If the leave of absence is for non-medical reasons, and more than sixty (60) calendar days, then a vacancy shall be declared, posted and filled in accordance with 9.1 and 9.2.

An employee returning from a leave covered by FLMA, except as provided by this contract, shall be assigned to a position consistent with the law.

- 9.4 Involuntary transfers may be made for valid and demonstrable reasons after consulting with the Union on the proposed transfer and possible alternatives.

ARTICLE X

VACATIONS AND HOLIDAYS

- 10.1 Twelve (12) month full-time employees who have completed at least one year of service by the eligibility date of July 1 - June 30 of each school year, but less than five (5) years of service, shall receive ten (10) days vacation with pay.
- 10.2 Twelve (12) month full-time employees who have completed four (4) years of service by the eligibility date of July 1 - June 30, of each year but less than ten (10) years of service, shall receive fifteen (15) days vacation with pay.
- 10.3 Twelve (12) month full-time employees who have completed nine (9) years of service or more by the eligibility date of July 1 - June 30 of each year, shall receive twenty (20) days of vacation with pay.
- 10.4 To be eligible for a vacation or vacation allowance, the employee must have actually worked a minimum of 1480 regular hours, excluding overtime hours, during the preceding fiscal school year. An employee who actually works 1680 regular hours shall receive a full vacation or vacation allowance. An employee who actually works 1480 regular hours, but less than 1680 shall receive one-half (1/2) of his/her vacation or vacation allowance.
- 10.5 The School District may, upon the consent of the employee, pay a vacation allowance based upon the formula set forth above in sections 10.1, 10.2, and 10.3 in lieu of a vacation with pay.
- 10.6 Vacations will be granted as to not interfere with the efficient operations of the School District. However, if the School District, in its discretion, determines that there will be no interference and two or more employees request vacation at the same time, then the highest seniority employee's request will be granted.
- 10.7 When a paid holiday set forth in Article X (10.10) falls during an employee's scheduled vacation, the vacation will be extended one day continuous with the vacation.
- 10.8 If a regular payday falls during an employee's vacation, the employee will receive that check or checks in advance before going on vacation. Should an employee change the vacation, the employee must make a request for his/her check two (2) weeks before leaving, if the employee desires to receive it in advance.
- 10.9 The eligibility date for the vacation year shall begin on July 1 and end on June 30 of the next fiscal year.

ARTICLE X - VACATIONS AND HOLIDAYS (Continued)

- 10.10 Twelve (12) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day.

Ten (10) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays. Whenever the school year is continued and this extension covers a paid holiday which is granted 52-week employees, ten (10) month employees will receive holiday pay for the day in question:

Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas vacation (10 days), Easter vacation (6 days), Memorial Day. If the school calendar is altered in a way which requires a 10-month seniority employee to work on a paid holiday, the employee shall receive holiday pay in addition to the wages paid;

provided an employee meets all of the following eligibility rules provided below:

- a. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

- 10.11 When any of the above enumerated holidays falls on a Sunday, and the day following is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

When any of the above enumerated holidays falls on a Saturday and the day preceding is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

- 10.12 An employee who is scheduled to work on any holiday and does not work said day, shall receive no holiday pay for such day unless the employee submits a physician's statement certifying that he/she was seen by the physician on that day and was ill.

ARTICLE X - VACATIONS AND HOLIDAYS (Continued)

10.13 An employee required to work on any of the above named holidays shall receive straight time for all hours worked on such holiday in addition to holiday pay.

10.14 In the event that school is not in session because an Act-of-God day has been declared by the Board of Education or the Superintendent, qualified members of the bargaining unit shall be eligible for no more than two (2) Act-of-God days per year.

Key personnel may be required to report to work in emergency situations. When key personnel are required to report in an emergency, there shall be no additional expense to the District.

10.15 In the event an Act-of-God day coincides with a previously scheduled vacation day, the employee shall not be charged with a vacation day and shall have the right to reschedule the day at a later time.

10.16 One-half (1/2) day per year shall be provided with pay for a bargaining unit to attend an annual meeting in December. The date shall be approved by the Superintendent or designee after discussion with the union.

ARTICLE XI

INSURANCE

- 11.1 During the duration of this Agreement, the School District will pay the insurance premiums on Blue Cross - Blue Shield, Master Medical, Option 4, N/C Rider, the MVF Rider and the Prescription Drug Rider with \$2.00 deductible, for full-time seniority employees under the following conditions:
- a. One Person Coverage: Effective upon ratification, the School District will contribute up to, but not exceeding, \$47.91 per month for a full-time seniority employee electing single coverage. Effective July 1, 1980, the cap shall be \$50.78. Effective July 1, 1981, the cap shall be \$53.83.
 - b. Two Person Coverage: Effective upon ratification, the School District will contribute up to, but not exceeding \$109.70 per month for a full-time seniority employee electing two-person coverage. Effective July 1, 1980, the cap shall be \$116.28. Effective July 1, 1981, the cap shall be \$123.26.
 - c. Full Family Coverage: Effective upon ratification, the School District will contribute up to, but not exceeding, \$119.75 per month for a full-time seniority employee electing full family coverage. Effective July 1, 1980, the cap shall be \$126.94. Effective July 1, 1981, the cap shall be \$134.56.
- 11.2 Where the total premium cost for hospitalization exceeds the amount paid by the School District in a, b, and c above, the employee shall execute an authorization to the School District allowing a deduction from his/her wages of monies necessary to pay premium differences or submit to the Personnel Office his/her request not to be covered by hospitalization.
- 11.3 In order to avoid double hospitalization coverage, employees will be required to certify, in writing to the Personnel Office at the time of enrollment, that they are not covered by another insurance carrier under a spouse, parents', or guardians' insurance plan (employees who become covered subsequent to their enrollment shall notify the Personnel Office of this fact). Those employees who are covered under a separate insurance plan, providing at least substantially the equivalent benefits as the School District's plan, shall be required to sign a waiver of entitlement to hospitalization.
- 11.4 During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides substantially the same benefits as set forth in 11.1 above.
- 11.5 The School District will select an insurance carrier and pay the premiums to provide \$30,000 of term life insurance for full-time seniority employees.

ARTICLE XI - INSURANCE (Continued)

- 11.6 The benefits provided for in sections 11.1 and 11.5 above shall be subject to the terms and conditions specified in the School District's group insurance and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration. The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefit provided in this Article. Failure of the insurance carrier to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Union; nor shall such failure be considered a breach by either of them of any obligation under this Article.
- 11.7 The benefits provided for in sections 11.1 and 11.5 shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.
- 11.8 Insurance (hospitalization and term life) coverage will be paid for a three (3) month period starting with the first day of unpaid sick leave.
- 11.9 Effective April 1, 1989, the School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- a. Benefit of 65% of the employee's salary not to exceed \$2,240 per month for a 12-month period.
 - b. The benefits shall be up to the completion of the school year in which the employee becomes age 65.
 - c. Shall cover existing conditions.
 - d. Shall cover both occupational and non-occupational disabilities.
 - e. Contain an occupational rehabilitation waiver of no more than three (3) years.
 - f. Shall have a 90-day (calendar days) waiting period before employee is eligible for benefits.
 - g. Shall have an additional 20 day (calendar days) waiting period for recurrence of the same disability.
 - h. Shall cover disabilities that result from both illness or injury.
 - i. Social Security Freeze.

ARTICLE XI - INSURANCE (Continued)

- 11.10 The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:
- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
 - 1. Oral Hygiene Instruction
 - 2. Experimental Treatment
 - 3. Dietary Planning
 - 4. Cosmetics
 - b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
 - 1. Lost, misplaced or stolen prosthetics.
 - 2. Additional costs for gold.
 - c. 60% of Orthodontic. Maximum benefit \$1000 per person per lifetime.
- 11.11 The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:
- a. Examination \$35.00
 - b. Regular Lenses 56.00 per pair
 - c. Bifocal Lenses 90.00 per pair
 - d. Trifocal Lenses 110.00 per pair
 - e. Frames 55.00 per pair
 - f. Contact Lenses 115.00 per pair
 - g. If Medically Required 200.00 per pair
- 11.12 Effective September 1, 1995, an employee may elect to waive coverage provided in 11.1 above and receive eight hundred dollars (\$800) per year. This benefit shall only be available to an employee who has or can obtain medical coverage from another source other than the Southgate Community School District.
- 11.13 Effective September 1, 1995, an employee may elect to waive the coverage provided in 11.10 and 11.11 above and receive two hundred (\$200) per year. This benefit shall only be available to an employee who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.

ARTICLE XII

JURY DUTY

- 12.1 An employee shall be granted a leave of absence for jury duty.
- 12.2 A seniority employee who serves on jury duty on a day he/she would have been otherwise scheduled to work shall either be paid the difference between his/her pay as a juror for that day and his/her regular pay or, at the District's option, endorse over the juror's pay to the District and be paid his/her regular pay.
- 12.3 The School District reserves the right to ask to have the employee excused from jury duty and the employee agrees to assist the School District in this effort if requested.
- 12.4 To be eligible for jury duty pay differential, the seniority employee must furnish the Employer with a written statement from the appropriate public official, listing the dates the employee received pay for jury duty.
- 12.5 Days with pay not chargeable against the secretary's accumulative sick leave shall be granted for court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the secretary's employment provided, however that the District shall only be obligated to pay an amount equal to the difference between the secretary's salary as computed on a daily basis and any witness fee paid. When a secretary receives a witness fee under this section, he/she shall endorse the check over to the District and receive the regular paycheck.

Court appearances that result from the union and/or employee filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the employee is found or pleads guilty/no contest or when the employee is found liable for intentional tortious conduct (e.g., assault and battery), shall be excluded from coverage under this section.

ARTICLE XIII

WORKER'S COMPENSATION

- 13.1 An employee who is injured on the job, which is compensatory under Workman's Compensation, shall not be entitled to wages, sick days or sick day accrual, paid holidays, paid vacation or vacation accrual, or other forms of compensation which may be provided for in this Agreement.

ARTICLE XIV

GRIEVANCE PROCEDURE

- 14.1 A grievance is defined as an alleged violation of a specific provision of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- 14.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the Union is given the opportunity to be present at such adjustment.
- 14.3 a. Step 1. In filing a grievance, the employee or the Union shall first present the grievance in writing, on form provided by the District, to his/her immediate supervisor within ten (10) days after the occurrence of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the grievant and local Union Steward. Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.
- b. Step 2. If the grievant is not satisfied with the supervisor's written answer, or if no answer was given by the supervisor within the time limit, the grievant may appeal the grievance to the Superintendent, or designee, by filing the grievance with the Superintendent's office within five (5) days following receipt of the supervisor's answer, or if no answer is given within five (5) days from the date the answer should have been given. Within ten (10) days, the Superintendent or a designee shall meet with the Steward, Business Agent, and the grievant at its request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) days following the meeting or the receipt of the grievance, whichever is later, by mailing or delivering the answer to the aggrieved and Business Agent.
- c. Step 3. If the grievant is not satisfied with the Superintendent's or designee's answer, the Union may appeal the grievance to the Board of Education by delivering to the Superintendent's office the appeal with seven (7) days after receipt of the Superintendent's or designee's answer. The appeal should state the reason why the Union does not agree with the Step 2 answer and shall be signed by the Business Agent. The Board of Education shall consider the grievance at its next regularly scheduled meeting, or twenty (20) days, at the Board's option, and shall answer the grievance in writing by mailing to the Union its answer within five (5) days after reaching its decision.

ARTICLE XI - GRIEVANCE PROCEDURE (Continued)

- d. Step 4. If the Union is not satisfied with the Board's written answer, it may appeal the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association, and delivering a copy to the Superintendent or designee's office, within thirty (30) days after receipt by the Union of the Board's written decision.
- 14.4 In the event of a discharge or a suspension of a nonprobationary employee, a grievance shall be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within five (5) days of the discharge or suspension. Thereafter, Step 2 and all other steps of the grievance procedure shall apply.
- 14.5 The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The costs for the service of the Arbitrator, including per diem expenses, shall be borne equally by the parties and all other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- 14.6 Powers of Arbitrator. It shall be the function of the Arbitrator, and shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, but he/she shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- He/she shall have no power to establish or change salary scales or to change any practice, policy, or rule of this Employer not in violation of this Contract; not to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer, nor shall he/she rule on matters within the rights of the Employer as set forth in Article XV or matters which have been excluded from the grievance procedure or arbitration.
- If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first issue a decision on the question of arbitrability before concluding a hearing on the merits. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- 14.7 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

- 14.8 Any grievance not advanced to the next step by the employee and/or Union within the time limit in that step shall be deemed withdrawn with prejudice. Time limits may be extended by the Employer and the Union in writing; then the new date shall prevail.
- 14.9 Any agreement reached between the Employer and the Union representative is binding on all employees affected and cannot be changed by any individual.
- 14.10 Grievances arising under this Article shall be processed during mutually agreed times.
- 14.11 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay. The Employer shall not be required to pay back wages prior to the date a written grievance is filed. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.
- 14.12 No more than one such grievance or dispute may be submitted in one arbitration proceeding except by written agreement of the parties.

ARTICLE XV

MANAGEMENT RIGHTS

- 15.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:
- a. The management of the School District and the direction of the working forces, including but not limited to the establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification.
 - b. To determine the amount and size of the management organization; determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution or disseminating; methods and standards of operation; the means, methods, and processes or carrying on the work; and the institution of new and/or improved methods or changes therein; determine the number and location or relocation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work, and the source of materials and supplies; determine the policy affecting the selection and training of employees.

ARTICLE XVI

NO STRIKE - NO LOCK OUT

- 16.1 During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, refusal to do assigned work or other interruptions of the work of the Employer.
- 16.2 The Employer agrees that it will not lock out any employee during the term of this Agreement because of any dispute or disagreement that may arise between the Employer and the Union.
- 16.3 Any employee or employees who engage in any such prohibited conduct under this Article shall be subject to discipline or discharge. The issue, whether an employee has violated this Article, may be grieved to arbitration; but, if the Arbitrator finds that there was a violation, then the arbitrator shall have no authority to alter, amend, or reduce the disciplinary action or discharge.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- 17.1 If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby; provided, however, the parties agree to bargain concerning any article or section held to be invalid.
- 17.2 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.
- 17.3 The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be reopened for negotiations; but any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.
- 17.4 It is the intent of the parties that the agreement be gender neutral. Thus, the use of words referring to either the female gender or the male gender shall be read to include both.
- 17.5 When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person previously designated by the Personnel Office not later than one hour prior to starting time.
- 17.6 When substitutes are needed during the Summer months, bargaining unit members who have requested work will be offered such work on a rotating seniority basis. The rate of pay shall be at the bargaining unit member's hourly rate.

ARTICLE XVII - MISCELLANEOUS PROVISIONS (Continued)

- 17.7 The District and the Union agree not to discriminate against any member, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. The alleged violation of this section shall be processed in accordance with Board policy.
- 17.8 The School District and the Union shall abide by the Americans with Disability Act, and the employer has the right to take those actions necessary to comply with the ADA.
- 17.9 As a condition of employment, members of the Union shall, once every three years, provide evidence of freedom of tuberculosis.
- 17.10 Bargaining unit members shall not smoke on school property.
- 17.11 The dispensing of medication to students and/or the performance of medical procedures shall be in accordance with Board Policy.

ARTICLE XVIII

SALARY SCHEDULE

18.1

<u>1997/98</u>	<u>1998/99</u>		<u>1999/00</u>	<u>2000/01</u>
0%	2%	2%	Wage reopener	Wage reopener

**1998/99
CLASS I**

Step	2%	2%
	1st semester	2nd semester
0	10.86	11.08
1	11.07	11.28
2	11.28	11.49
3	11.49	11.70
4	11.70	11.91
5	11.90	12.12
6	12.10	12.33
7	12.30	12.54
8	12.50	12.75

**1998/99
CLASS II**

Step	2%	2%
	1st semester	2nd semester
0	11.32	11.55
1	11.55	11.79
2	11.78	12.03
3	12.02	12.27
4	12.26	12.51
5	12.50	12.75
6	12.74	12.99
7	12.98	13.23
8	13.22	13.48

ARTICLE XVIII - SALARY SCHEDULE (Continued)

1998/99
CLASS III

Step	2% 1st semester	2% 2nd semester
0	11.79	12.03
1	12.05	12.31
2	12.32	12.59
3	12.59	12.87
4	12.86	13.14
5	13.13	13.41
6	13.40	13.68
7	13.67	13.95
8	13.94	14.22

1998/99
CLASS IV

Step	2% 1st semester	2% 2nd semester
0	14.44	14.73
1	14.77	15.13
2	15.10	15.41
3	15.43	15.75
4	15.76	16.08
5	16.09	16.41

The second installment of increases becomes effective January 1 for 12 month employees and the first day of the second semester for 10 month employees.

18.2 Secretary to the Junior, Middle and Senior High School Principals will receive ten (10) cents per hour above each step of the Schedule for School Secretaries.

18.3 A Step is one regular school year or its equivalent. Ten-month employees must work at least 103 days within a school year to earn credit for a full year. Twelve-month (12) employees must work 130 days within a school year to earn credit for a full year. Step advancement shall occur on the employee's anniversary date.

XVIII. SALARY SCHEDULE (Continued)

- 18.4 In the event a bargaining unit member transfers to a higher classification in the unit, he/she will be assigned to the least step of the salary schedule that will not result in the employee taking a pay cut.
- 18.5 For purposes of this Agreement and compensation, the bargaining unit shall contain job classifications. The classifications and the positions contained therein shall be as outlined below:

CLASSIFICATION I:

General Office Clerk - High School
Receptionist/Clerk - Administration Bldg.
General Office Clerks - Middle Schools

CLASSIFICATION II:

Data Processor - Adult Education
Data Processor - Middle School
Attendance/Payroll Assistant - High School/Board Office

CLASSIFICATION III:

Secretary to Curriculum Director
Secretary to Asst. Principal - High School
Secretary to Voc-Ed Director
Secretary to Athletic Director
Secretary to Building, Grounds & Transportation
Secretaries to Elementary Principals
Secretary to Director of Adult Education
Secretary to Director of Special Services
Secretary to High School Principal
Secretaries to Middle School Principals
Data Processor - High School

CLASSIFICATION IV:

Bookkeeper - Payroll
Bookkeeper - Accounts Payable
District Data Processor
Secretary to Business Manager

- 18.6 Ten month bargaining unit members shall have the following options as to the payment of their wages:
- a. Bi-weekly payments during the work year
 - b. Twenty-six (26) equal payments annually

ARTICLE XIX
TESTING AND EVALUATION

TESTING

- 19.1 All new hires in the District will be tested per posting prior to employment and the first day of work when said employment occurs between the months of September through June. During the months of July and August, a test shall be administered no later than fifteen (15) days after the first day of work.
- 19.2 Anyone bidding on a higher classification will be tested (i.e., General Office to Secretary, Secretary to Bookkeeper or Data Processing Operator) providing a recent test is not on file. Recent test shall be defined as one that has occurred within three years.

EVALUATION FOR CLERICAL/SECRETARIAL UNIT MEMBERS

- 19.3 The evaluation of the work of members of this unit is the responsibility of the administration. In order that each member may be aware of personal strengths and weaknesses, a written evaluation will be given to each first year member with prior notification of intent to evaluate by the administrator. After the first year, members will be evaluated at least once a year, although evaluation of secretaries/clerical personnel is actually a year-long process done on a daily basis.

The written evaluation will include a statement of the improvements desired. Conference shall take place with the member and supervisor following each evaluation, a follow-up evaluation based on the improvements desired shall be done as needed. The member has the right to respond in writing to the evaluation and have the response attached to the evaluation.

- 19.4 The member's signature denotes that the member has seen the evaluation. The signature does not mean that the member agrees with the contents of the evaluation.

Evaluations shall take place prior to June 1 of each work year.

EVALUATION

EVALUATION OF _____ DATE _____

CURRENT ASSIGNMENT _____

	<u>EXCELLENT</u>	<u>GOOD</u>	<u>AVERAGE</u>	<u>NEEDS IMPROVEMENT</u>
1. Clerical/secretarial skills, etc., shorthand, typing ability, appearance of typed correspondence, forms, etc.	_____	_____	_____	_____
2. Relationship and ability to work with co-workers in a positive manner.	_____	_____	_____	_____
3. Ability to work with parents, students, etc., in a positive and friendly manner.	_____	_____	_____	_____
4. Telephone personality - conveys a positive feeling over the phone about the school and the district.	_____	_____	_____	_____
5. Ability to complete tasks assigned in a timely fashion.	_____	_____	_____	_____
6. Ability to handle numerous assignments/duties at the same time.	_____	_____	_____	_____
7. Care of office machinery (appearance, management, upkeep of same).	_____	_____	_____	_____
8. Appearance of office where secretary works - neat, attractive, as this applies to the ability of the secretary to maintain it.	_____	_____	_____	_____
9. Employee's attitude - willingness to cooperate on all assigned duties with supervisor and co-workers.	_____	_____	_____	_____
10. Confidentiality regarding student's and all work in the office/district.	_____	_____	_____	_____

COMMENTS _____

 Principal's/ Supervisor's Signature

 Employee's Signature

Supplementary comments attached _____ Rebuttal attached _____

ARTICLE XX

TERMINATION

This Agreement shall become effective upon ratification by the Board of Education of the Southgate Community School District and shall continue in full force and effect up to and including June 30, 2001.

On July 1, 2001, the Agreement shall terminate unless the parties enter into a written extension of agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this, the 20th day of October, 1998.

[NOTE: Wages shall be retroactive accordingly.]

MESPA-SECRETARIES

SOUTHGATE COMMUNITY SCHOOL DISTRICT

Carol Richter
Carol Richter, President

Elmer A. McCans
Elmer A. McCans, President

Linda Scott
Linda Scott, Secretary

Richard C. Lamos II
Richard C. Lamos II, Secretary

Warren U. Curtis
Warren Curtis
Chief Negotiator

Michael Kell
Michael Kell
Chief Negotiator

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

SOUTHGATE COMMUNITY SCHOOLS

- and -
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79,
AFL-CIO

- and -
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION (MESPA)

Type of Election

Consent Agreement

Commission Direction

Case No. R83 L-300

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter by an Agent of the Michigan Employment Relations Commission in accordance with the Rules and Regulations of the Commission; and it appearing from the tabulation of election results that a collective bargaining representative has been selected.

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

ALL FULL-TIME AND REGULAR PART-TIME SECRETARIES, GENERAL OFFICE EMPLOYEES, BOOKKEEPERS, ASSISTANT BOOKKEEPERS, AND DATA PROCESSING OPERATORS.

Excluding two 92) confidential employees (the Secretary to the Superintendent and the Secretary to the Business Manager) and all other employees not included above.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

By /s/ Morris Melmet

COPY TO:

Dated: April 24, 1984

BNA, MDOL, & AFL-CIO
Detroit Mediation

Gary P. King, Esq., 2900 Penobscot Building, Detroit, Michigan 48226.

Michael J. Haggerty, Esq., 1646 Penobscot Building, Detroit, Michigan 48226.

Ms. Maryann Ligato, M.E.S.P.A., P.O. Box 673, East Lansing, Michigan 48823.
casefile

MESPA - SECRETARIES - SENIORITY LIST

As of October 26, 1998

**DATE OF HIRE
SECRETARIAL UNION**

1.	Sage, Janet	01/28/74	
2.	Scott, Linda	09/23/75	
3.	Marshall, Ruth	08/29/77	
4.	Bush, Mary Ellen	09/12/77	
5.	Richter, Carolyn	03/01/78	
6.	Long, Audrey	09/11/78	
7.	Sutherland, Margaret	01/22/79	
8.	Dittmer, Patricia	04/23/79	
9.	Wieland, Joyce	10/08/79	
10.	Pugh, Patricia	08/26/85	
11.	Fritz, Barbara	08/26/85	
12.	Laginess, Charlene	09/16/85	left 3/1/95 returned 7/1/95
13.	Ramirez, Karen	02/03/86	
14.	Long, Pamela	08/25/86	
15.	Carroll, Kimberly	06/19/89	
16.	Hayhurst, Sue	01/31/92	
17.	Hildebrandt, Mary	01/08/93	
18.	Wierzba, Carol	01/28/93	
19.	Kell, Diane	09/08/93	
20.	Grear-Pajor, Vicki	09/09/93	
21.	Rooney, Lucille	10/17/94	
22.	Klein, Julie	04/10/95	
23.	Mault, Sandra	12/11/96	
24.	Flynn, Roberta	11/25/97	
25.	Coffey, Brenda	10/02/98	
26.	Beglau, Robin	10/26/98	
27.	Graham, Virginia	10/26/98	
28.	Parrish, Sandra	10/26/98	
29.	Ramirez, Penny	10/26/98	

LETTER OF UNDERSTANDING

The Southgate Community School District will pay all premiums for the Blue Cross/Blue Shield hospitalization insurance.

Insurance cap rates set forth in Article XI, Sections 11.1 and 11.2 are not, and shall not become effective for the duration of this agreement or until the Collective Bargaining Agreements covering all other bargaining units contain a cap on hospitalization premiums.

LETTER OF UNDERSTANDING

It is understood by the parties that for 1985/86, Virginia Toures will receive an additional payment equal to 5% of her straight time wages for 1984/85. For 1985/86, her hourly rate will be the same as her 1984/85 rate. For 1986/87, she will receive an increase of 5.5% in her hourly rate. For each subsequent year of contract, she shall receive the same percentage increase on her hourly rate as other members of the unit.

It is further understood that at such time as Virginia Toures leaves her present position, the pay rate for the position will be the rate prescribed by the Agreement between MESPA-Secretaries and the Southgate Community School District.

LETTER OF UNDERSTANDING

It is understood by the parties that they have negotiated and agreed upon additional paid holidays for 10-month employees and a one-time payment for 12-month employees equal to 5% of their wages for 1984/85 wages in lieu of an increase on the 1985/86 wage scale. The one-time payment to 12-month employees will be made during the 1985/86 school year.

LETTER OF UNDERSTANDING

Due to financial considerations, a reduction in the number of bargaining unit positions has been designated for the 1988-89 school year. In order to avoid significant disruption and deployment of the remaining work force, the parties agree to the following:

1. A position of bookkeeper will be reduced from full-time to part-time. That position shall be combined with a part-time clerical position in a Media Center.
2. Mary Ellen Bush shall be reassigned to this combination position. She shall receive travel time and mileage for travel between buildings.
3. During the period of time Mary Ellen Bush remains in the split position, her salary shall not be reduced and she shall be compensated at the appropriate step on the bookkeeper scale.
4. In the event she vacates the position, any new employee assigned to said position shall be compensated at a rate according to the appropriate scale based on the number of hours worked in each classification.
5. Should the bookkeeper position be restored to full-time, Ms. Bush has been given first consideration to return to the position.

MESPA SECRETARIES

SOUTHGATE COMMUNITY SCHOOL DISTRICT

/s/ Carol Richter

/s/ Thomas V. Withee

President

Assistant Superintendent

Dated: 8/29/88

Dated: 8/19/88

/s/ Patricia Haynie

Uniserv Director

Dated:

LETTER OF UNDERSTANDING

On or before February 1, 1990, no more than two representatives of the School District and two representatives of the Union shall commence meeting and studying the operations and work year of bargaining unit personnel assigned to the Business Office. The committee shall issue a report no later than June 1, 1990.

LETTER OF UNDERSTANDING

Effective September 1, 1990, the work year of the data processor shall be increased from ten (10) months plus employment during the months of July and August each school year. This increase of work year during July and August shall be no less than (2) days a week and eight (8) hours a day. The scheduling of such work days shall be in a consistent manner.

For purposes of the contract, the position shall continue to be treated as a ten-month position except for the following provisions:

1. Vacations and holidays shall follow provisions for ten (10) month employees except that the data processor shall receive five (5) additional days of paid vacation and Independence Day as a paid holiday.
2. Sick leave shall follow the provisions of Article 7.1 as it would apply to ten-month employees except that one additional day (for a total of 11) shall be granted.
3. The parties recognize the primary purpose of this extension of the work year is to provide for data processing functions to be completed. Therefore the scheduling of work shall adhere to this principle. However, it is agreed that in the case of an emergency or where there is demonstrated need, the data processor may be redeployed to other positions in the Business Office on a limited basis.

FOR THE MESPA-SECRETARIES

SOUTHGATE BOARD OF EDUCATION

/s/ Carol Richter
President

/s/ James Dallos
President

/s/ Linda Scott
Secretary

/s/ Brian Mike Hendin
Secretary

/s/ Patricia Haynie
Chief Negotiator

/s/ Thomas V. Withee
Chief Negotiator

LETTER OF UNDERSTANDING

DAVIDSON SECRETARY WORK DAY

The Southgate Community School District and the MESPA - Secretaries recognize that the various activities and programs which are housed at Davidson School including the T.V. program, latchkey program, community players, and adult education programs, as well as the large student population have combined to create a need for secretarial time at the school in addition to the normal seven hour day. As a result, the parties agree as follows:

1. The work schedule for the secretary to the principal at Davidson School shall be increased to eight hours per day.
2. The eight hour per day schedule shall begin on April 8, 1991, and end at the conclusion of the 1990-91 school year.
3. The work schedule for the 1991-92 school year shall be reevaluated prior to the beginning of the year.

MESPA SECRETARIES

SOUTHGATE COMMUNITY SCHOOL DISTRICT

/s/ Patricia Haynie

/s/ Thomas V. Withee

Dated: 4/17/91

Dated: 4/2/91

LETTER OF UNDERSTANDING
REGARDING
VOCATIONAL EDUCATION/ATHLETIC SECRETARIAL POSITION

Due to financial considerations, a reduction in the numbers of full-time positions in the MESPA-Secretaries bargaining unit was effectuated for the 1992-93 school year. As a result, two previous full-time positions, that of Secretary to the Vocational Education Director and Secretary to the Athletic Director were combined into one position. In order to avoid significant disruption and redeployment of the remaining work force, the parties agree to the following:

1. The secretary assigned to the Athletic Director for the 1991-92 school year, Denise Setser, shall be reassigned to the new combination position, moved to the Vocational Education office with responsibility for both vocational and athletic secretarial duties.
2. Should both positions be restored to full time, Ms. Setser shall be given first consideration to return to either position. Therefore, the provisions of Article IX of the Master Agreement shall not be applicable. First consideration shall be available on a one time only basis. Ms. Setser shall have seven (7) working days to declare her intent upon receipt of notice of restoration of either position by certified mail. In the event only one of these positions is restored to full-time, Ms. Setser shall be reassigned to that full-time position. In the event the Board creates a new combination involving either position, Ms. Setser's rights to such a position shall only be as provided under Article VIII and IX. Any new combinations involving either position must be posted and filled as provided under Article IX.

FOR THE MESPA-SECRETARIES

/s/ Patricia Haynie
MEA Uniserv Director

FOR THE SOUTHGATE COMMUNITY
SCHOOL DISTRICT

/s/ Stanley J. Mazur
Assistant Superintendent

LETTER OF UNDERSTANDING

It is understood by the parties and agreed that as a result of changes in classification for the 1993-94 school year, no bargaining unit member shall suffer a reduction in salary. In addition, unlike previous rounds of negotiations, where the bargaining unit received the same percentage across the Board, reclassification may result in differential salary percentage increases. In order to effectuate reclassification and take into consideration the resulting economic cost, the provisions of Article XVIII, Section 4, shall be modified in the instant matter only and the following bargaining unit members shall be initially placed in their new classifications effective July 1, 1993, as follows:

Carol Atnip	Classification IV	Step 0
Margaret Sutherland	Classification II	Step 7
Barbara Fritz	Classification II	Step 7
Kimberly Carroll	Classification II	Step 3
Joyce Wieland	Classification IV	Step 5

LETTER OF UNDERSTANDING

The following provisions shall govern the terms and conditions of employment and work for temporary employees as provided in Article IX, Section 3:

1. A temporary employee shall be hired upon the sixty-first (61st) day of absence of a bargaining unit member due to a medical leave of absence. The temporary shall be compensated at Step 0 of the Classification for the position of which he/she is filling in. However, this provision shall not apply to Classification IV. Therefore, the maximum rate of compensation for a temporary shall be Class III, Step 0. The fringe benefit package as provided in Article XI shall also be available to the employee except as it relates to 11.9, long-term disability coverage. The maximum number of days a temporary shall be employed is three hundred and four (304) calendar days.

2. The temporary shall become a member of the bargaining unit as of the sixty-first (61st) day of employment as a temporary. All terms and conditions of the contract shall be applicable except Article V - Section 7, Article VII - Section 14, and as specifically modified by this Letter of Understanding.

3. Seniority shall only accrue as a temporary, and a temporary may not have claim to any other bargaining unit position. However, a person serving as a temporary shall have the right to an interview prior to any potential new hire to a bargaining unit position for one calendar year.

4. In the event of a reduction in force, temporary employees shall be laid off prior to probationary and full-time employees, a non-probationary bargaining unit member may elect to assume a temporary position rather than be laid off, provided he/she meets the minimum qualifications for the position. In this event the rate of compensation for the temporary position shall be at the step closest to the current rate of pay of the bargaining unit member.

5. In the event a temporary is employed in a permanent position within one (1) calendar year from the date he/she completed a temporary assignment, he/she shall receive fringe benefits during the probationary period in the new permanent position. However, he/she shall not become a bargaining unit member until the probationary period has been successfully completed as provided in Article VIII, Section 2.

FOR THE MESPA SECRETARIES

FOR THE SOUTHGATE COMMUNITY
SCHOOL DISTRICT

/s/ Carol Richter, President
Date: May 11, 1995

/s/ Stanley J. Mazur, Superintendent
Date: May 17, 1995

/s/ Patricia Haynie - MEA Uniserv Director
Date: May 17, 1995

LETTER OF UNDERSTANDING
REGARDING
CHANGES IN COMPOSITION OF BARGAINING UNIT

The Southgate Community School District and the Michigan Educational Support Personnel Association - Secretaries of Southgate do hereby agree as follows:

1. The position of Secretary to the Assistant Superintendent shall be removed from the MESPA-Secretaries Bargaining Unit and shall be considered a confidential employee.
2. The position of Secretary to Business Manager shall be placed into the MESPA-Secretaries Bargaining Unit. It shall be a Classification IV position. The employee currently assigned to the position, Charlene Laginess, shall retain rights to the position and immediately become a member of the Union. She shall not be required to serve another probationary period as a result of being moved into the bargaining unit. In addition, her seniority placement shall be in accordance with the provision of Article 8, Section 7, and for purposes of compensation, she shall be placed on the appropriate step in Category IV consistent with provision in Article 18, Section 4.
3. The effective date of this agreement and change shall be July 1, 1995.

FOR THE MESPA SECRETARIES

/s/ Patricia Haynie
Dated: June 14, 1995

FOR THE SOUTHGATE COMMUNITY
SCHOOL DISTRICT

/s/ Michael Kell
Dated: June 14, 1995

LETTER OF UNDERSTANDING
REDEPLOYMENT OF BARGAINING UNIT MEMBER
DUE TO REORGANIZATION

In order to facilitate the redeployment of staff and provide a systematic and fair process for same, the Southgate Community School District and the Michigan Educational Support Personnel Association (MESPA Secretaries) do hereby agree as follows:

Effective July 1, 1997. the following changes shall be made:

1. Mary Hildebrandt, Secretary currently assigned to Allen would be transferred to Davidson Middle School to the same position.
2. Diane Kell, Attendance Clerk currently assigned to Gerisch Middle School will be transferred to Davidson Middle School in the same position.
3. Marge Sutherland, Data Processing Clerk currently assigned to Gerisch Middle School will be reassigned to Davidson in the same position.
4. Carol Wierzba, Secretary currently assigned to Gerisch Middle School will remain in said position.
5. Pat Aldridge, Clerk currently assigned to the Allen Materials Center will be transferred to Gerisch and shall assume the position of clerk to the assistant principal.
6. Pam Long, Secretary currently assigned to Davidson shall be transferred to Allen and shall continue in the position of Secretary to the Principal.

The parties agree that during the next round of negotiations of the master agreement, a procedure for redeployment of the bargaining unit members who are displaced due to curriculum or other district reorganization, shall be a subject of negotiations between the parties.

FOR THE SOUTHGATE
COMMUNITY SCHOOL DISTRICT

/s/ Michael Kell
Assistant Superintendent

Date: 5/7/97

FOR MESPA SECRETARIES

/s/ Carol Richter
Carol Richter, president

Date: 5/21/97

MESPA SECRETARIES
TUITION REIMBURSEMENT REQUEST FORM

Last Name _____ First Name _____ Middle _____

Home Street Address

City _____ State _____ Zip _____ Home Phone _____

Courses Completed:

Date:

Description of Courses:

Amount to be reimbursed (attach receipts): \$ _____

UNDERSTANDING FOR BRINGING ABOUT
CLOSURE ON BARB FRITZ'S POSITION

- (1) The data processor at the high school will be upgraded to a Class III Secretary.
- (2) Barb will be placed at the top step there where she currently is.
- (3) No change in her current duties.

For the District

/s/ Michael Kell Date: 9/18/98

For the Association

/s/ Warren Curtis Date: 9/18/98

MEMORANDUM OF UNDERSTANDING

The parties hereto, through their respective undersigned authorized and empowered representatives hereby agree to settle certain pending litigation between them subject to the following, mutually agreeable terms, conditions and provisions:

1. All the terms, conditions and provisions of the parties' most recent collective bargaining agreement (the 1997-2001 contract, TA'd on 9/28/98) shall remain in effect as the successor collective bargaining agreement for a term of ____ years, except as otherwise specifically provided in this Memorandum of Understanding.

2. With respect to the composition of the Association's bargaining unit and its bargaining unit work, the parties agree as follows:

A. The District shall not employ any person who regularly performs bargaining unit (secretarial and/or clerical) work for twenty or more hours per week without placing him/her and his/her position into the Association's bargaining unit.

B. The understanding is that when Virginia Graham retires, the District would probably eliminate her position.

C. The District shall henceforth give written notification to the Association when it hires or otherwise employs any new non-supervisory, non-professional personnel in any new or existing position. The District will make such notification to the Association when it hires or otherwise employs any new non-supervisory, non-professional personnel in any new or existing position. The District shall make such written notification within two (2) weeks of the new hire/employment, and such notification shall include the name of the employee, his/her job or position title, and a true copy of an accurate job description or posting, which shall include the position's duties, hours, pay rates, etc. The Association will not have notice sufficient to begin the running of the limitations period under the grievance procedure or the PERA unless and until the District gives the required notice.

D. The District shall create a new full-time bargaining unit position at the Chormann Building. Such position shall constitute a "Clerk" position and shall be responsible for all communications sent out of the Chormann Building. Such position shall not be assigned non-bargaining unit work, including but not limited to working with supervision of students on a regular basis. Penny Ramirez shall be assigned to this new position at the top of the pay scale (for "Clerk") while at the zero step for purposes of seniority within the bargaining unit.

E. The District shall create a new full-time bargaining unit position at the Asher Building. Such position shall fall into a new classification of "General Office Aide" with the duty of running the office copy machine. The District shall provide the union with a job description providing such. Virginia Graham shall be assigned to this new position and shall be paid at the rate of six dollars and fifty cents (\$6.50) per hour (current rate plus cost of union dues) and shall enjoy the same benefits as the rest of the bargaining unit. The hourly rate (\$6.50) shall be increased by a 2%/2% split pay increase for the 98/99 school year the same as the rest of the unit, upon ratification by the Board of the currently existing tentative agreement of 9/28/98.

APPENDIX Q - MEMORANDUM OF UNDERSTANDING (Continued)

F. The District recognizes the MESPA Secretaries MEA/NEA as the exclusive representative of the two (2) Beacon Center Secretarial positions and accordingly, the two positions at Beacon are part of the Secretaries' bargaining unit.

G. In total the full-time positions contained herein (Asher (1), Chormann (1) and Beacon Center (2) shall increase by four (4) the total number of full-time positions in the bargaining unit.

3. The Association agrees that it will withdraw with prejudice the unit clarification petitions and unfair labor practice charges that are currently pending before the MERC in MERC Case Numbers UC96 D-9/C96 D-68 and UC97 L-65/C97 L-267, i.e., the "Virginia Graham dispute" and the "intake worker dispute." The Association shall likewise withdraw with prejudice the previously filed grievances with respect to the same issues.

This Tentative Agreement, including all its terms, conditions, and provisions, is subject to review and ratification by each party, and no term, condition, or provision shall be binding on either party unless both parties approve this Tentative Agreement. The parties further agree that, upon approval, they shall enter into a successor collective bargaining agreement and into a letter of understanding to resolve litigation, which the duly authorized and empowered representatives of each party.

Southgate MESPA - Secretaries

Southgate Community School District

/s/ Carolyn Richter, Its President

Elmer A. McCans, Its President of
the Board of Education

/s/ Warren U. Curtis, Its Uniserv Director

/s/ Michael Kell, Its Assistant Supt.

Dated: 10/19/98

Dated: 10/19/98

LETTER OF UNDERSTANDING
between
the Southgate Community School District
and
the Associations of Southgate MEA/NEA

The United Teachers of Southgate, the MESPA-Secretaries, and the Southgate Paraprofessional Employees, identified in this Letter of Understanding as the Associations of Southgate MEA/NEA and the Southgate Community School District, hereinafter referred to as the District, recognizes that the Tax-Deferred Payment program (TDP) for Service Credit purchase is beneficial to the members of the Associations and does not present an undue hardship to the District. The parties hereby agree to the following:

1. The Southgate Board of Education will pass the Tax-Deferred Payment resolution required by the Internal Revenue Code Section 414 (H) (2).
2. As a result of this action by the Board, members of the associations will be able to freely choose to buy retirement service credit using pre-tax wages.
3. Conditions of this Tax-Deferred Payment plan will be governed by rules and regulations of the Michigan Public School Employees Retirement System implemented by the Office of Retirement Services of the State of Michigan.

/s/ Estella A. Chiolino
President, United Teachers of Southgate
Date: 10/15/98

/s/ Stanley J. Mazur
Southgate Community School District
Date: 10/15/98

/s/ Barbara J. Fritz
Vice-President, MESPA-Secretaries
Date: 10/15/98

/s/ Sandra M. Parrish
President, Southgate Paraprofessional Employees
Date: 10/15/98

/s/ Warren U. Curtis
Warren Curtis, Uniserv Director
Date: 10/15/98

