

6/30/99

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**THE COLLECTIVE BARGAINING AGREEMENT OF THE
WHITEFORD BOARD OF EDUCATION AND
THE WHITEFORD AGRICULTURAL SECRETARIAL ORGANIZATION**

This agreement will be entered into this 13th day of May 1997 by and between the Board of Education of the Whiteford School District, hereinafter called the "Board" and the Whiteford Agricultural Secretarial Organization, hereinafter called the "Association".

WITNESSETH

Whereas the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the recognized organizations as the representative of its secretarial personnel with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all full-time secretaries and part-time secretaries working more than 20 hours per week and general clerical workers engaged in secretarial and clerical work.
- B. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries" and references to female personnel shall include male personnel.
- C. The Board agrees not to negotiate with any secretaries organization other than the Association for the duration of this agreement.

Whiteford School District

ARTICLE II Employees' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretary shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its secretaries appropriately to invoke the assistance of the Michigan Employment Relations Commission or mediator or such public agency or an arbitrator appointed pursuant to the provision of this Agreement.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the district.
- D. Reasonable use of the inter-school mail, school typewriters/computers, and school duplicating machines shall be made available to the Association and its members for notices and news of the Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. School telephones, stationery and stamps are not provided to the secretaries for use in conducting personal business.
- F. The private and personal life of any secretary is not within the appropriate attention nor concern of the Board except as it impinges upon her ability to do her job.

ARTICLE III Board's Rights

- A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, all the powers, rights and authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to:
 - 1 manage and control its business, its equipment and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school district of Whiteford;
 - 2 continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
 - 3 direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees;
 - 4 determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 - 5 determine the qualifications of employees, including physical condition.

- B. The listing of specific management rights in the Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights or management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- C. The Board shall continue to have the exclusive right to establish, modify or change any conditions except those covered by provisions of this master Agreement.

ARTICLE IV Classification and Wages

- Class I - Executive secretary to the principal, with shorthand and word processing skills, authorized three weeks before and three weeks after the school calendar, and 40 hours per week.
- Class II - Executive secretary to the principal with word processing skills, authorized three weeks before and three weeks after the school calendar, and 40 hours per week.
- Class III - Guidance/athletic secretary with word processing skills, authorized one week before and one week after the school calendar, and forty (40) hours per week.
- Class IV - General office secretary - Responsibility and hours to be approved by the Board of Education and administration.

<u>Number of Years Employed</u>		<u>0-4</u>	<u>5-9</u>	<u>10-12</u>	<u>Over 12</u>
1996-97	Class I	10.60	11.24	11.89	12.50
	II	10.26	10.91	11.55	12.17
	III	9.62	9.94	10.26	10.60
	IV	9.37	9.69	10.01	10.35
1997-98	Class I	10.87	11.52	12.19	12.81
	II	10.52	11.18	11.84	12.47
	III	9.86	10.19	10.52	10.87
	IV	9.60	9.93	10.26	10.61
1998-99	Class I	11.14	11.81	12.49	13.13
	II	10.78	11.46	12.14	12.78
	III	10.11	10.44	10.78	11.14
	IV	9.84	10.18	10.52	10.88

New secretaries may be started out at a rate of 45 cents per hour lower than the scheduled rate while serving a three month (90) day probation period.

ARTICLE V Holidays

Full-time employees

Full-time employees shall be entitled to the following paid holidays. Full-time employees are those who work forty (40) hours per week. Employees must work the day before and day after a holiday to receive holiday pay unless approval is obtained from supervisor and/or superintendent.

Independence Day*	Christmas	Presidents' Day
Labor Day	Day after Christmas	Good Friday
Thanksgiving	New Year's Eve	Monday After Easter
Day after Thanksgiving	New Year's Day	Memorial Day
Christmas Eve	Martin Luther King Jr. Day**	

*Employees working on the scheduled work day preceding Independence Day will receive a paid holiday for this day.

**Only if observed as part of school calendar.

Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.

Part-time employees

Other employees shall be entitled to the following paid holidays:

Labor Day*	Martin Luther King Jr. Day**	Memorial Day
Thanksgiving	Presidents' Day	
Day after Thanksgiving	Good Friday	

Employees must work the day before and day after a holiday to receive holiday pay unless approval is obtained from supervisor and/or superintendent.

Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.

*When school is in session prior to the Labor Day weekend or when the employee is working prior to Labor Day.

**Only if observed as part of school calendar.

ARTICLE VI Overtime

A. Overtime is defined as time assigned and worked beyond eight (8) hour per day.

Overtime work will be compensated for at one and one half (1 1/2) times the employee's regular hourly rate, and two and one half (2 1/2) times the regular hourly rate for work on Sundays or holidays.

- B. A minimum of two (2) hours overtime credit will be paid for call back for evening, Saturday, Sunday, or holiday work which is authorized even if less than two (2) hours of service is rendered.

ARTICLE VII Vacation Time

- A. Secretaries working at least forty (40) hours per week shall have vacation days according to the following schedule:

1 year	- 1 week
2-8 years	- 2 weeks
9-14 years	- 3 weeks
15 years	- 4 weeks

For each year of service over fifteen years, one (1) additional day of annual vacation will be granted. No more than twelve (12) working days to be taken during days of student instruction.

- B. Employees working less than thirty-five (35) hours per week will not earn vacation time. Those working between thirty-five (35) and thirty-nine (39) hours per week will have vacation time prorated.
- C. The term "days" when used in this section shall be working days.
- D. Secretaries desiring to use vacation time during the school year shall notify the principal on the form provided by the board at least two (2) weeks in advance of the anticipated absence, except in cases of emergency. In cases of emergency, the secretary shall notify as soon as possible.

ARTICLE VIII Hours of Work

- A. The hours of regularly scheduled work days shall be established by the administration and shall not exceed eight (8) hour per day for any classification. The normal work week shall not exceed forty (40) hours per week, Monday through Friday, for any classification. The time worked beyond eight (8) hours per day shall be paid at the overtime rate which shall be one and one (1 1/2) times the employee's regular hourly rate.
- B. The administration reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts and schedule of hours in cases of emergency, such as: fire, tornado, flood, or explosion that directly affects operational procedure of the school.
- C. All secretaries shall be entitled to a duty free, uninterrupted thirty (30) minute lunch period.
- D. Secretaries who work at least forty (40) hours per week will be provided a fifteen (15) minute relief time in the morning and in the afternoon. Employees working less than forty (40) hours will have relief time prorated.

ARTICLE IX Inclement Weather / School District Facility Mechanical Problems

- A. On extremely hazardous driving days when school has been delayed or called off, secretaries will be given two (2) hours of lee-way to report to work before being docked providing notification is given.
- B. Should a school day be called off because of inclement weather, it is understood that a personal business day may be used in the event it is impossible for a secretary to get to work.

ARTICLE X Responsibility

Secretaries shall be directly responsible to their immediate supervisor, their assistant, and all administrators so designated by the superintendent of schools.

ARTICLE XI Vacancies and Seniority

The Board of Education will set the qualifications for vacancies which occur. Vacancies will be posted. When vacancies occur preference of assignment will be given to employees with the highest qualifications for that position.

ARTICLE XII Discharge

A secretary facing discharge shall be given:

- 1. Verbal notice with a chance to correct the reason - 1st offense.
- 2. Written notice with a chance to correct the reason - 2nd offense.
- 3. If the secretary fails to respond to the verbal and written notice to correct the problem, then two weeks notice in writing will be given for their discharge.

ARTICLE XIII Resignation

- A. Any secretary resigning shall file a written resignation with the superintendent at least ten (10) working days prior to the effective date.
- B. Any secretary who discontinues her services does not forfeit her right to earned vacation time.

ARTICLE XIV Stipends

- A. Stipends for secretaries taking or making telephone calls at home.
 - 1. Principal's secretaries - arranging for substitute teachers when the principal involved requests. Stipend will be two (2) times the regular hourly rate. Time sheet will be turned in monthly.

- B. Stipends for secretaries taking work home due to work overload with approval of the principal or superintendent will be compensated at one and one half time the regular hourly rate.
- C. Stipends for courses taken to advance one's skills will be paid employees with advance approval of the superintendent. For courses taken the stipends will be \$250.00 for each of the three year contract. Stipends will be limited to two per year with the amount not to exceed the cost of the tuition and not to exceed \$500.00 per year.

The above stipends may be claimed by filing grade reports for courses taken at the superintendent's office and will be paid in the following pay period.

- D. Secretaries required to make long distance phone calls from home will be reimbursed for those calls when submitted phone bills substantiate such calls.
- E. The board will reimburse the secretaries for reasonable expenses incurred when attending meetings, conferences or workshops approved by the supervisor. When using their personal autos, mileage rate will be reimbursed at board policy rate.
- F. A longevity payment of \$300.00 will be paid at the start of the tenth year of employment. An additional payment of \$300.00 will be paid for every five years thereafter.

ARTICLE XV Sick Leave, Family Illness, Bereavement Leave

- A. Sick leave: Each full-time secretary will be credited with thirteen (13) days of sick leave on the first day of the contract year. Employees working less than forty (40) hours per week will be allowed six (6) days per year, to be credited on the first day of the contract year. Unused sick days to accumulate without limit.
- B. Family Illness: Five (5) days per year, which are not deducted from a secretary's sick leave, may be used for family illness. Family shall be defined as husband, wife, children, parents, siblings, parents-in-law, grandparents, or grandchildren.
- C. Bereavement Leave: Four (4) days, which are not deducted from a secretary's sick leave, may be used for bereavement leave on the death of spouse, child, parent, parent-in-law, sister, brother, grandchild, grandparents, grandparent-in-law, son-in-law, daughter-in-law. Bereavement leave on the death of brother-in-law or sister-in-law is limited to two days per year. In no case shall more than five bereavement days be granted in a contractual year.

ARTICLE XVI Leave of Absence

- A. A secretary desiring a leave of absence shall present in writing to their immediate supervisor their request for a leave at least ten (10) days prior to the effective date, indicating the reason for their request and length of time required. In case of emergency the required waiting period may be waived. No leave shall be granted for longer than a six (6) month period except in cases of illness. Leave of absence for other than illness may be granted at the discretion

of the superintendent. Any secretary on leave without pay will not receive fringe benefits but her/his seniority will not be impaired.

- B. The granting of a maternity leave shall be in accordance with federal laws.
- C. The parties agree there may be personal conditions or circumstances which may require a secretary's absence.
 - 1. At the beginning of each school year a total of three (3) paid personal/emergency leave days will be credited to each secretary for use at the secretary's discretion.
 - 2. Secretaries desiring to use such leave shall notify the principal on the form provided by the board at least three (3) working days in advance of the anticipated absence, except in cases of emergency. In the case of emergency, the secretary shall apply as soon as possible.
 - 3. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday.
- D. Unused personal business days shall be added to accumulated sick leave days at the end of each contract year.
- E. Academic Ceremony: Attendance at an academic ceremony in which the employee is awarded a degree or attendance at the college graduation of a spouse or child of the employee is limited to one day per year. When the high school graduation ceremony of an employee's child is scheduled during the employee's working hours, the employee will be granted one half day leave.
- F. Court Witness: Court appearance as a witness except when the proceeding is concerned with the commission of a Circuit Court misdemeanor or felony for which the employee is finally adjudged to be guilty in a court of competent jurisdiction, or when a question of subornation arises. Paid leaves for jury duty will be permitted when the employee cannot be excused. (Jury stipend will be subtracted from wages.)

ARTICLE XVII

Insurance Protection for employees working forty (40) hours per week

- A. Medical - MESSA Super Care I, full family coverage.

The Board of Education will reimburse each forty (40) hour per week employee that has full family or self/spouse coverage the annual \$100.00 deductible and each forty (40) hour per week employee that has single coverage the annual \$50.00 deductible, for each year of the

contract. Said deductible will be included in a regular payroll check no later than the second (2nd) pay period in October of each year.

- B. Vision - SET Plan II Modified, full family coverage.
- C. Life - \$13,000 for all classifications.
- D. Dental - The board of education will pay full family coverage. Those not taking dental coverage may apply \$25.00 per month to any medical plan or option.

Insurance protection for employees working more than twenty (20) hours but less than forty (40) hours per week.

- A. For employees working twenty (20) hours or more, but less than forty (40) hours per week, the board will pay pro-rated premiums for medical, dental, and vision.
- B. For employees working twenty (20) hours or more, but less than forty (40) hours per week for which the board pays a pro-rated premium for medical insurance, the deductible reimbursed for MESSA Super Care I will also be paid at a corresponding pro-rated amount. Said deductible will be included in a regular payroll check no later than the second (2nd) pay period in October of each year.

ARTICLE XVIII Retirement Benefits

- A. The Board will assume the responsibility for the payment of retirement premiums for each employee covered by the Agreement.
- B. Employees retiring, voluntarily leaving employment or permanently laid-off with at least five years of service with Whiteford School District will be compensated as follows:
 - 1. Unused sick days at \$30.00 per day
 - 2. The Board will provide notice of accumulated sick leave annually during the first pay period following September 1st.
- C. In the event of the death of an employee, the beneficiary or estate of the employee may elect one of the following options:
 - 1. In monthly installments of \$200.00.
 - 2. In a lump sum which will be issued within thirty (30) days of the employee's death.

ARTICLE XIX Grievance Procedure

- A. Complaints which could become the subject of a grievance will be referred to the appropriate supervisor for correction. If referral does not solve the complaint to the satisfaction of both parties, the complaint will be considered an eligible grievance.
- B. If an employee of the Whiteford Agricultural Secretarial Organization believes that a grievance is eligible, a written grievance may be filed with the superintendent of schools.
- C. The written grievance must be specific and include:
 - 1. The statement of the facts upon which the grievance is based.
 - 2. A reference to the board policies, rules or sections of this Agreement which apply.
 - 3. A statement of the relief requested.
 - 4. The names and signatures of the employees submitting the grievance.
- D. Within five (5) days, the superintendent will meet with the Whiteford Agricultural Secretarial Organization or the employee in an effort to resolve the grievance. If the grievance is not resolved within ten (10) days, it may be transmitted by the Organization to the Secretary of the Board.
- E. The Board will consider the grievance at its first regular meeting following receipt. The Board will hold a hearing or designate a committee to hold a hearing on the grievance. In no event will final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

ARTICLE XX Working Conditions

- A. No employee shall allow relatives or friends to accompany them on the job without the specific consent of the superintendent of school or the principals.
- B. No employee will conduct business of the Organization during their regular working hours. With the approval of the superintendent, working schedules may be shortened or adjusted to provide for meetings of the Organization.
- C. Secretaries shall be provided with a Whiteford School activities pass to all athletic events.
- D. Student detentions shall not be served in the secretary's office. A designated area will be provided for problem students.
- E. Nothing in this contract shall prevent the Board of Education from complying with requirements mandated under the provisions of the American With Disabilities Act.

F. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE XXI Duration

This Agreement will be effective May 13, 1997 and will continue in effect until June 30, 1999. This Agreement will not be extended orally and it is understood that it will expire on the date indicated. This Agreement may open for renegotiation at least ten (10) days before the expiration date and not later than thirty (30) days after the expiration with wages being retro-active.

Pamela A. Smith
Whiteford Agricultural
Secretarial Organization

May 13, 1997
Date

Kenneth J. Janssen
President

Larry Hammers
Vice President

Cheryl Strahan
Secretary

Dan Baumeister
Treasurer

Joe M. Lynn
Trustee

Thomas E. Billar
Trustee

Alan Shaly
Trustee

5/12/97
Date