

1135

6/30/92

A G R E E M E N T

BETWEEN

BOARD OF EDUCATION  
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

AND

DISTRICT NO. 7 ADMINISTRATIVE STAFF SECRETARIES ASSOCIATION

July 1, 1989 - June 30, 1992

*Dearborn Heights School District*

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DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

ADMINISTRATIVE STAFF SECRETARIES ASSOCIATION

A G R E E M E N T

This Agreement is entered into by and between the Board of Education of Dearborn Heights School District No. 7, hereinafter called the "Board" and District No. 7 Administrative Staff Secretaries Association, hereinafter called the "Association." This Agreement is effective from July 1, 1989 to June 30, 1992.

ARTICLE I      RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer included in the bargaining units described in the salary schedule.

Section 2.

It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all secretaries who are beneficiaries of such agreements. To this end, in the event a secretary newly employed after the date of this contract, excluding the Superintendent's Secretary, shall not join the Association, such secretary shall, as a condition of continual employment by the Board, cause to be paid to the Association a service fee.

Section 3.

In accordance with Section 2 above, any secretary who fails to join the Association or contribute a service fee, shall be contacted by the Association and informed of these provisions of the contract. She/He shall be notified of the possibility of her/his termination of employment. However, no employee shall be terminated during the pendency of any appeal relative to the level of the service fee.

Section 4.

The Union agrees that in the event of litigation against the Employer, its agents or employees rising out of this provision, the Union will defend, indemnify and hold harmless, the Employer, its agents or employees for any monetary award rising out of such litigation.

ARTICLE II      RIGHTS OF THE BOARD

Section 1.

The Association recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing. The Board of Education has the right to the executive management and administrative control of the school system and its properties and facilities.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

ARTICLE III      SECRETARIES' RIGHTS

Section 1.

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of the Association.

Section 2.

The Board specifically recognizes the rights of its administrative secretaries to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, costs to be borne for such public agency legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgments.

Section 3.

The Association shall have the right to use school facilities on the same basis as other community organizations or groups. The Association may request the use of buildings through proper channels established by the Board of Education.

ARTICLE IV      WORK LOADS AND ASSIGNMENTS

Section 1.

All secretaries shall work during the hours of 7:30 a.m. to 3:45 p.m. during the time school is in session. During the summer months, when school is not in session, secretaries shall work from 7:30 a.m. to 3:30 p.m.

Section 2.

Adequate lounge, parking and telephone facilities shall be made available to secretaries.

Section 3.

All secretaries shall be entitled to a duty-free lunch period of forty-five (45) minutes.

Section 4.

Secretaries shall be provided a fifteen-minute relief time in the morning and in the afternoon.

ARTICLE V      RESIGNATION AND RETIREMENT

Section 1.

Any secretary desiring to resign shall file a resignation form with the Board at least two weeks prior to the effective date.

Section 2.

Secretaries will be compensated at retirement as stated in Article XVII, Section 7.

Section 3.

Upon the death of a secretary, regardless of years of service, one-half of accumulated leave days shall be paid to the beneficiary or estate at the secretary's current rate of salary, or as prescribed by the Probate Court.

ARTICLE VI      SENIORITY

Section 1.

In this Agreement, seniority refers to seniority within this Association only.

Section 2.

Seniority and qualifications shall prevail in the lay-off and rehiring of employees. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work, the last employee laid off shall be the first employee rehired. Prior to such action, the Association shall be contacted and consulted. If a secretary resigns from the District and later is rehired, all previous seniority is lost.

Section 3.

A. Any employee to be laid off shall be given a two-week notice in writing.

B. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If an employee fails to report for work within seven (7) working days of mailing of notice of recall, he/she shall be considered to have resigned.

C. Employees permanently laid off are subject to recall only by the following criteria:

| <u>Years of Employment</u> | <u>Period Subject to Recall</u>   |
|----------------------------|---|
| 0 - 1 year                 | One (1) year  |
| 2 - 5 years                | Five (5) years  |
| 6 years and up             | Five (5) years, or one-half (>) length of service, whichever is greater |

Section 4.

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of all the secretaries. The Board agrees to post all classified vacancies or positions for a period of five (5) working days.

Section 5.

In the event an employee desires to transfer to another position, she will make written transfer request to the Employer. The Employer will carefully consider the employee's seniority, previously proven qualifications and ability, before the hiring of any new employees for the position. If any such transfer or request is granted, the transfer of the employee shall be a permanent one and a probationary period of sixty (60) working days will be required as per Article VI, Section 6.

Section 6.

All employees hired by the Employer shall be considered probationary employees for a period of sixty (60) working days, from and after their respective hiring date. During the probationary period, the Employer may, without recourse to the grievance or arbitration procedures contained in this Agreement, discharge or discipline any such probationary employee. Days absent shall not count toward the sixty (60) day probationary period.

ARTICLE VII      PHYSICAL EXAMINATION

Section 1.

It will be the option of the school district to require a physical examination upon employment and shall be promptly complied with by all employees and members of the Association.

ARTICLE VIII      STRIKE CLAUSE

Section 1.

The Union will not engage in or encourage strike action. The Administrative Staff Secretaries Association shall make every attempt to work when requested by the administration in the event of a work stoppage by another bargaining unit.



ARTICLE IX      GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall be interpreted to mean a violation of this contract; that there has been a deviation from or the misinterpretation of or misapplication of a policy of this Agreement.

Section 2.

Grievances must be taken up promptly, and no grievance will be considered or discussed which is not presented in writing within fifteen (15) working days after such has happened, unless circumstances make it impossible for the secretary or Association to have knowledge of the act.

Section 3.

Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 - It is expressly understood and agreed that no secretary or group of secretaries shall initiate the grievance procedure until the alleged grievance is discussed informally with the immediate supervisor without intervention of the Association.

Step 2 - The aggrieved secretary and his Association representative shall formally present the grievance to his immediate supervisor or principal.

Step 3 - By conference between the Association representative and the Superintendent of Schools. This conference to take place five (5) working days after formal presentation of the grievance.

Step 4 - If the decision of the Superintendent is not satisfactory to the Association, it may be appealed to the Board of Education through the Superintendent within ten (10) working days. If the Association has not appealed the grievance to the Board of Education within ten (10) working days of the disposition of the grievance by the Superintendent of Schools, the grievance will be considered resolved.

Step 5 - The Board of Education, or a sub-committee of Board members appointed by them, shall hear the appeal and rule on the grievance within twenty (20) working days of written notification and shall communicate its decision in writing, together with supporting reasons, to the Superintendent of Schools and the Association.

Section 3. (continued)

Step 6 - In the event the last step fails to settle the grievance (within twenty days), it may be referred to the State Labor Mediation Board within twenty (20) working days.

Step 7 - If no agreement is reached in the above or if either party is dissatisfied, the grievance may be filed in the Court of Appeals.

ARTICLE X      LEAVE OF ABSENCE

Section 1.

Any secretary whose personal illness extends beyond the period compensated under Article XIV shall be granted a leave of absence not to exceed one year, without pay or accumulative benefits. Seniority will be accrued for a maximum of one (1) year for any and all leaves taken.

An employee returning from a leave of absence of less than one (1) year shall return to the same position he/she had prior to the leave if it still exists.

An employee returning from a leave of absence of more than one (1) year duration shall be placed in an open position for which he/she is qualified. If there is no open position, the employee with the lowest seniority shall be laid off to make room for the returning employee.

An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the employee's intention not to return to the employ of the School District and, therefore, relieves the Board of Education of further obligation for re-employment.

ARTICLE XI INSURANCE PROTECTION AND FRINGE BENEFITS

Section 1.

The Board agrees to pay the full premium for hospitalization medical coverage for the secretary and her family, the plan to be Blue Cross/Blue Shield Supercare II, Delta Dental 80-80-50 and Vision - VSP-3. Secretaries electing not to take the medical insurance may still receive Delta Dental 80-80-50 and Vision - VSP-3.

Section 2.

The Board shall provide, without cost to the secretary, group life insurance protection which shall pay to the secretary's designated beneficiary the sum of \$25,000.00.

Section 3.

The Board shall provide to all bargaining unit employees a "Managed Sick Leave Program" with benefits beginning on the 11th sick leave day (provided it is part of a three consecutive day period of disability) at a rate of 70% of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at a rate of 66 2/3% of the employee's regular rate of pay for the period of disability but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

The Managed Sick Leave Program will affect leave days as follows:

- A. The Managed Sick Leave Long-Term Disability Insurance Program shall be provided by the Board of Education.
- B. Each bargaining unit employee shall be credited with ten (10) sick leave days at the beginning of each contract year (non-accumulative), two (2) of which may be used for personal reasons.
- C. Sick days which have been accumulated through June 30, 1980 shall be considered "frozen." These days may be used by an employee in instances or periods when the ten (10) days have been exhausted and the insurance eligibility begins (i.e., the 11th and 12th day situation, provided that there are no reinsuring benefits available). All bargaining unit members will receive individual letters stating the exact number of accumulated days which have been frozen.

Section 4.

The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the insurance carrier(s).

ARTICLE XII      WORKER'S COMPENSATION

Section 1.

Any secretary who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and her regular salary for a maximum period of one year by prorating unused sick days. All Worker's Compensation checks are to be submitted for a photostatic copy.

Section 2.

In the event of illness or accident, fringe benefits will be paid by the Employer for one year.

ARTICLE XIII

HOLIDAY PAY

Section 1.

Regular full-time employees shall be paid eight (8) hours pay at the straight time daily rate for the following holidays: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, all weekdays occurring between Christmas Day and New Year's Day, and New Year's Day.

Section 2.

When a holiday falls on a weekend during the school year, a secretary will receive a day off in lieu of the holiday at the mutual agreement of the Employer and the secretaries.

Section 3.

If any work is performed on the above-named holidays, the employee shall be paid double time the regular rate for hours worked in addition to the eight (8) hours of gratuity holiday pay.

Section 4.

In the event a named holiday falls within the employee's vacation period, he/she shall be granted a day in lieu of that holiday.

Section 5.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that employees must work the scheduled work day before or after the holiday, except in proven cases of illness or unless the absence is mutually agreed to.

ARTICLE XIV      SICK LEAVE DAYS

Section 1.

Each bargaining unit employee shall be credited with ten (10) sick leave days at the beginning of each contract year (non-accumulative), two (2) of which may be used for personal reasons.

Section 2.

In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

ARTICLE XV      DEATH IN FAMILY

Section 1.

For regular scheduled working days lost due to death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children and step-children. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, brothers and sisters. If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval. Proof of death may be required prior to disbursement of bereavement days.

ARTICLE XVI      VACATIONS

Section 1.

Vacations will be granted at such times during the year as are suitable considering both the wishes of employees and the efficient operation of the department concerned. In cases of conflict of dates, the seniority rule shall apply. Vacation days are not accumulative.

Section 2.

| <u>VACATION SCHEDULE</u> |                    |           |
|--------------------------|--------------------|-----------|
|                          | 1 through 4 years  | - 10 days |
|                          | 5 through 9 years  | - 15 days |
|                          | 10 years and after | - 20 days |

Newly employed secretaries shall have their vacation schedule prorated the first year.

Section 3.

If an employee becomes ill and is under the care of a duly licensed physician during her vacation, her vacation will be rescheduled and days of illness will be deducted from her sick leave days. In the event her incapacity continues through the year, she will be awarded payment in lieu of earned vacation.

Section 4.

Unused vacation days, to a maximum of nine (9) days, will be paid to the employee at the end of each fiscal year at the secretary's current rate of pay, or upon leaving the employment of the school district.

ARTICLE XVII      COMPENSATION

Section 1.

The salaries of secretaries covered by this Agreement are set forth in Article XVIII which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during this Agreement.

Section 2.

The rates of pay shown in Article XVIII are based on full-time employment in the specified positions. Any permanent administrative secretary working less than full time shall have his/her salary prorated.

Section 3.

Time and one-half (1-1/2) will be paid for all hours worked in excess of eight (8) hours in any one day and for all hours worked in excess of forty (40) hours in any one week. Subject to prior approval of the supervisor.

Section 4.

Any secretary, when attending any meeting at the request of the Employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the secretary's regular working hours.

Section 5.

The President or Steward may be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional professional meetings.

Section 6.

A. Secretaries shall receive longevity benefits as is indicated in the following schedule:

At the beginning of 8 years of service = \$250  
At the beginning of 13 years of service = \$350  
At the beginning of 18 years of service = \$450

All longevity payments will be made in June after the entitled year has been reached.



Section 6. (continued)

B. Leaves of absence for which no pay is granted shall not be counted in arriving at longevity pay.

C. Except for the first year of service, secretaries working a portion of the fiscal year shall have their longevity prorated.

D. The amount of longevity benefits will be paid upon severance. In case of death, the earned amount will be paid to the beneficiary.

Section 7.

Upon resignation, the Board will pay to the secretary, 80% of all unused sick days at the 1988-89 salary rate. Upon retirement, the Board will pay to the secretary, 100% of all unused sick days at the 1988-89 salary rate. If a secretary has been found guilty of a criminal act involving the school district, this Article shall not apply.

Section 8.

Anyone employed during this contract period who resigns, retires or is laid off, shall be entitled to receive retroactive pay when said contract is settled for days worked during said contract period.

## ARTICLE XVIII

SALARY SCHEDULE

|              | <u>Step</u> | <u>1989-90</u> | <u>1990-91</u> | <u>1991-92</u> |
|--------------|-------------|----------------|----------------|----------------|
| Receptionist | 1           | \$19,042.68    | \$20,185.24    | \$21,396.35    |
|              | 2           | 20,351.38      | 21,572.46      | 22,866.81      |
|              | 3           | 21,660.08      | 22,959.68      | 24,337.26      |
| Secretary    | 1           | \$20,426.92    | \$21,652.54    | \$22,951.69    |
|              | 2           | 21,810.24      | 23,118.85      | 24,505.98      |
|              | 3           | 23,193.56      | 24,585.17      | 26,060.28      |

ARTICLE XIX      DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and continue in effect until the 30th day of June, 1992.

ADMINISTRATIVE STAFF SECRETARIES

BOARD OF EDUCATION

BY: \_\_\_\_\_  
                President

BY: \_\_\_\_\_  
                President

BY: \_\_\_\_\_  
                Negotiator

BY: \_\_\_\_\_  
                Secretary

\_\_\_\_\_  
                Date

\_\_\_\_\_  
                Date