

6/30/96

AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF  
THE SCHOOL DISTRICT OF THE CITY OF BERKLEY  
AND THE  
BERKLEY EDUCATIONAL SECRETARIES ASSOCIATION/MESPA-MEA  
1993-94  
1994-95  
1995-96

*Berkley School District*

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## AGREEMENT

This Agreement is made and entered into this 1st day of July, 1993 by and between the Board of Education of the School District of the City of Berkley, thereafter called the "Board" and Berkley Educational Secretaries Association/Mespa-MEA hereinafter called the "Association".

### ARTICLE I

#### Recognition

Section 1. The Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, for all secretarial and clerical personnel both full-time and part-time, who are employed by the Berkley School District, with the exception of the secretary to the superintendent, the secretary to the assistant superintendent, the secretary to the business manager, and the secretary to the director of personnel, pursuant to Act #379 of the Public Acts of 1965, amended.

Section 2. During the term of the Agreement, the Board agrees that it will not enter into negotiations with any organization or individual other than the Association with respect to wages, hours, and other terms and conditions of employment for secretaries covered under this Agreement.

## ARTICLE II

### Agency Shop

Section 1. Each secretary shall, as a condition of employment, on or before thirty (30) days from the date of permanent employment or the effective date of this Agreement join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

Section 2. Any secretary who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, may sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.

Section 3. In the event a secretary does not join the Association or pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such bargaining member forthwith. The parties expressly agree that the failure of any secretary to comply with the provisions of this Article is just cause for discharge from employment.

Section 4. The Association shall in all cases of noncompliance with this article notify the secretary by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days for compliance,

and shall further advise the secretary that a request for discharge may be filed with the Board in the event compliance is not effected.

Section 5. In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with this article, the Association agrees to defend such action, at its own expense and with its own counsel.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as direct result of the employer's compliance with this article.

## ARTICLE III

### Board Rights

Section 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business of school hours or days.

C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work and the institution of new and/or improved methods or changes therein.

E. Adopt reasonable rules and regulations after consultation with the Association, where rules and regulations affect the employees in the Association.

F. Determine the qualifications of employees, including physical conditions.

G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specially provided for in this Agreement.

K. Determine the policy affecting the selection, testing as jointly developed with the Association, or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.



## ARTICLE IV

### Strike Prohibition

The Association acknowledges that it is unlawful for any secretary or secretaries to cause, engage in or sanction any strike or refuse to perform the duties of his/her employment, pursuant to ACT #379 of the Public Acts of 1965, amended.

## ARTICLE V

### Fair Practices

Section 1. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status or handicapped status and to represent all employees without regard to membership or participation in or association with the activities of any secretarial organizations.

Section 2. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, age, marital status, handicapped status or membership or participation in, or association with the activities of any secretarial organization in the hiring or placement of secretarial personnel.

## ARTICLE VI

### Grievance Procedure

#### Section 1. Definitions

A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.

B. The "aggrieved person" is the person or persons making the claim.

C. The term "secretary" includes any individual or group who is a member of the bargaining unit covered by this contract.

D. A "party of interest" is a secretary or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.

E. The term "days" shall mean work days, excluding vacation periods.

F. "Association representative" is a person selected by the Association executive board to represent a secretary in grievance matters.

#### Section 2. Purpose

A. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance arising under this Agreement.

B. A grievance may be filed and presented by a secretary or by the Association acting through its representatives. Any individual secretary may present a grievance and have the grievance adjusted without intervention of the Association up to but not including Level Four of the procedure specified herein,

if the adjustment of the grievance is not inconsistent with the terms of this Agreement. The Association will be given an opportunity to be present at such adjustment, and at all meetings/hearings which may take place, and will be given copies of all documents and correspondence pertaining to the matter as permitted by the grievant, provided, however, that the adjustment of a grievance between the Board, or its designated representatives, and an individual secretary shall not preclude the Association from filing its own grievance with respect to the same subject.

C. Both parties agree that these procedures shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any secretary with a grievance to discuss the matter informally with any appropriate member of the administration, as described in Section 5 of the Article.

Section 3. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this Agreement or any policy concerning secretaries' wages, hours and other terms and conditions of employment, except as otherwise provided herein.

Section 4. All grievances shall be processed in the following manner:

Level One: Any secretary having a grievance shall, within fifteen (15) work days from the occurrence of the event, or the date upon which the secretary or the Association should

reasonably become knowledgeable of the violation, serve a written grievance upon their supervising administrator and discuss the same with their supervising administrator, either individually or together with their Association representative. The supervising administrator shall attempt to resolve the same and shall render the disposition in writing within ten (10) days after the date of presentation.

Level Two: In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) days after the date of the presentation of the written grievance in Level One, the aggrieved person may submit their grievance to the Superintendent of Schools or his/her designee within ten (10) days of the receipt of the disposition in Level One. Within ten (10) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

Level Three: In the event the aggrieved person is not satisfied with the disposition of their grievance at Level Two, they may within ten (10) days of the receipt of the Level Two disposition, refer the grievance to the Board of Education's review committee. This committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said committee. Within ten (10) calendar days from the

receipt of the written referral to the Board, its review committee shall meet with the Association representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered in writing within ten (10) days of such meeting.

Level Four: In the event the grievance is not satisfactorily resolved at Level Three, the Association may submit the grievance to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within ten (10) days following the disposition of the grievance under Level Three. Following the written notice to the request for submission to arbitration, the Association and a committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the Agreement.

A. He/she shall have no power to change the legal substance of this Agreement.

B. He/she shall have no power to establish salary scales.

C. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits, and other forms of liability by reason of any action resulting from this Article.

Section 5. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the aggrieved secretary or the Association.

Section 6. If a grievance affects a group of secretaries or the bargaining unit as a whole, the Association may submit such grievance in writing to the Superintendent, or his/her designee, directly, and the processing of such grievance shall be commenced at Step Two.

Section 7. Secretaries shall not leave their assigned duties to discuss or process grievances unless they have requested and received permission to do so from their supervisor and/or the Personnel Director.

Section 8. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgement of the Association representative the grievance affects a group of

secretaries, the Association may process the grievance with the permission of the aggrieved at the appropriate level.

Section 9. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

## ARTICLE VII

### Working Schedules and Conditions

Section 1. The work day for all full-time secretaries shall be seven and one-half hours, exclusive of the lunch hour. For the periods when school is not in session, the work day shall be seven and one-half hours, exclusive of the lunch period of one-half hour. The work schedule for less than fifty-two (52) week employees shall be as indicated in Article XIV of this Agreement.

Section 2. Secretaries will be provided a fifteen (15) minute relief period in the morning and in the afternoon.

Section 3. Secretaries will not be expected to make administrative decisions.

Section 4. An administrator or custodian shall be on duty at all times when a secretary is required to work in the building. For purposes of this section the special education building shall be considered a part of the elementary building which provides custodial service to such facility.

Section 5. Absences from work must be reported by the secretary to a central number to be designated from time to time. Secretaries shall attempt to notify the central number at least one (1) hour prior to reporting time. In the event regularly employed personnel must be absent for any reason, substitute assistance will be employed; immediately in certain offices and within two (2) days in others. Regularly employed personnel may not be required to act as a substitute. However, less than



full-time secretaries shall be given first option to assume substitute positions within their building(s).

Section 6. All secretaries shall be given the option of receiving a Hepatitis B vaccine provided by the district.

Section 7. Secretaries shall not be held responsible for loss of school property or student property, either within the school or while on official school business, unless the Board or its designee has reasonable cause to believe the secretary has been negligent. If a secretary is found to be not negligent during any proceeding against her, all legal fees incurred by the secretary in his/her defense will be paid by the Board.

Section 8. In the event criminal or civil proceedings are brought against any secretary in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel and in the event the secretary ultimately is found not guilty, the Board will fully reimburse the secretary and/or the Association, for legal fees expended. The secretary and/or the Association shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the secretary and/or Association, excluding any legal fees paid by insurance or other sources.

ARTICLE VIII

Holidays

Section 1. The following paid holidays shall be granted to all secretaries:

1993-1994

Independence Day	December 22, 23, 24, 27,
Labor Day	28, 29, 30, 31
September 16, 17	January 17
November 25, 26	April 1
	May 30

1994-1995

Independence Day	December 26, 27, 28, 29,
Labor Day	30
September 6, 7, 15	January 2, 16
November 24, 25	April 14
	May 29

1995-1996

Independence Day	December 25, 26, 27, 28,
Labor Day	29
September 25, 26	January 1, 2, 15
October 4	April 5
November 23, 24	May 27

As an exception to the above, fifty-two (52) week secretaries may be required to work one (1) day between December 25 and January 1 each year if the district does not close during this period. The selection of the day will be at the secretary's option. Further, at the secretary's option, a vacation day may be requested for this day in accordance with normal procedures.

Section 2. Should any of the above listed paid holidays fall on a week-end during the term of this Agreement, the holiday shall be scheduled in either the preceding week or the following week dependent upon the school calendar.

Section 3. Independence Day shall not be considered a paid holiday for less than twelve (12) month secretaries.

Section 4. If a secretary works on a holiday, he/she will receive seven and one-half (7 1/2) hours holiday pay plus his/her daily rate of pay or, at the secretary's option, one (1) compensatory day.

Section 5. It is recognized by the parties that the holidays enumerated in Section 1 pertain solely to fifty-two week employees. Employees other than fifty-two week employees shall receive only those paid holidays that occur within the period of their employment.

ARTICLE IX

Vacations

Section 1. All twelve (12) month secretaries will be granted non-cumulative vacation without loss of pay as follows:

1-4 years	= 10 days
5-9 years	= 15 days
10 years	= 16 days
11 years	= 17 days
12 years	= 18 days
13+ years	= 20 days

Section 2. Secretaries who work less than twelve (12) months per year shall have their salary spread in such a manner as to avoid lapse of pay during school break periods.

Section 3. Twelve (12) month secretaries may take vacation time during the regular school year. In the event schools shall be closed during the mid-winter break week, all twelve (12) month secretaries will have the option of utilizing vacation time during that week or accepting the week off without pay, or working.

Section 4. Eligibility for one's vacation period will be computed as of his/her anniversary date of hire up to October 1st.

Section 5. Employees shall be credited with all previous years of service in determining vacation time. When employees change from less than a 52-week classification, the total months of service shall be divided by 12 and this figure shall be used as a base to determine the years and months of service to the Board of Education.

Section 6. If an employee is laid off or retires, he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.

Section 7. Vacation time may not be postponed from one year to the next, except with administrative approval

Section 8. When a paid holiday falls within a vacation period, the secretary shall receive an additional day of vacation without loss of pay.

## ARTICLE X

### Vacancies, Transfers, Reduction in Staff, and Promotions

Section 1. New employees shall be considered probationary employees until they have completed ninety (90) calendar days of employment. There shall be no seniority among probationary employees. Seniority shall accumulate from the date of employment once an employee has successfully completed the probationary period.

Section 2. A transfer is a lateral change within a job classification when there is no decrease or increase in compensation; for example, a movement to another building or to another job within the salary classification falls into the definition of a transfer. Transfers may be requested by a secretary at any time and such transfer requests shall remain valid for a period of six (6) months.

Section 3. A promotion is a movement to a higher classification than one in which the secretary is currently employed.

Section 4. A promotion to a higher classification will be to the same experience step that the employee is on prior to the promotion upon the satisfactory demonstration of skills required for job performance.

Section 5.

A. In the event a new permanent position is established, not presently covered in the classification schedule, the Association and the Board will meet to clarify responsibilities and negotiate compensation for the new position based on job

description of the new position, before the position is filled on a permanent basis.

B. In the event the level of responsibilities or duties change in an existing position as identified by either or both parties, the Association and the Board will meet to negotiate compensation for the change.

Section 6. The Board of Education will establish qualifications and performance standards for each position in the secretarial table of organization. When a vacancy occurs, a posting will be issued for at least five (5) working days and provided to each secretary by mail during the summer months. Secretaries desiring to be considered for the announced vacancy must make written application to the designated administrative office prior to the posted application deadline. All internal and external candidates will be judged in relation to the posted qualifications, past performance, length of service in the district and on written test results. An applicant with less seniority will be awarded a position only when the combination of the attributes listed above are superior to those of the most senior applicant. The Association will be notified of the name of the successful candidate.

Section 7. In the event a secretarial position is increased, reduced or eliminated, i.e., by total number of days, the Administration will notify the Association and the individual(s) involved, in writing, at least thirty (30) days in advance of the scheduled change. The incumbent in that position will move to a position of a person of lower seniority in the

same classification. If they happen to be the person of lowest seniority in their classification, they may take the position of a secretary in a lower classification as long as they have greater seniority. If a secretary does not have seniority to take the position of a secretary in her classification or lower, but has more seniority than a secretary in a higher classification, he/she will be placed (at his/her request) in that position, provided he/she meets the minimum performance levels listed in the description for that job. If the Board chooses to place a secretary in a lower classification without following the above procedure, they may do so, as long as he/she receives the same pay rate and benefits that he/she would have received in his/her previous position. (Classifications shall be defined as I, II, III.)

Section 8. Secretaries whose employment is terminated as the result of reduction in staff will be placed on the seniority recall list, in seniority sequence. When such secretary is rehired, within a period of five (5) years, he/she will return to work on the same step of the salary schedule unless he/she has completed the year, in which instance he/she would be automatically eligible for the next increment. All sick and accumulated benefits would be restored to said employee upon his/her return.

Section 9. Seniority shall be defined as the total time a person has been a member of the bargaining unit (subject to Section 1 above) and excluding time while on unpaid leave of absence. Commencing July 1, 1985 and from that point forward,



seniority shall not be accrued during the time in which an employee is an exempt secretary as defined in Article 1, Section 1.

Section 10. The authority for effecting all reductions in staff, promotions and category reclassifications shall rest with the Superintendent or his/her representative. Category reclassifications will be made only after negotiation with the Association. The Association will be notified before the fact, in writing, of transfers, reductions in staff or promotions.

Section 11. Should a secretary in a lower rated classification temporarily replace a secretary in a higher rated classification, said secretary shall have his/her salary adjusted for all time spent in the higher classification beyond two (2) working days. Such adjustment shall be accomplished by temporarily placing the secretary at his/her experience step in the higher-rated classification. Upon returning to his/her previous duties, the secretary will again be compensated at his/her previous rate.

ARTICLE XI

Paid Leave Policy

Section 1. SICK LEAVE shall be defined as:

A. The personal illness of an employee due to infectious disease, contagious disease, environmental disease, organism defects and mental disorders.

B. The physical impairment or disability of an employee as a result of an accident, injury or pregnancy.

C. The illness or injury (as defined above) of a member of the employee's immediate family (spouse or children).

Section 2. BUSINESS LEAVE shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours.

Section 3. An employee will be allowed leave time as set forth in this Article to the extent of sixteen (16) school days per year for twelve (12) month employees and thirteen (13) days per year for less than twelve (12) month employees. An employee shall receive credit at the end of the school year for the unused portion of the leave allowance. The accumulated maximum total days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above), shall not exceed two hundred five (205) days in any school year. Secretaries who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used their annual allowance for that year.

Section 4. Any staff member employed under the Master Agreement for secretaries who has exhausted his/her accumulated sick leave by virtue of an extended\*\* illness, qualifies for participation in the common sick bank and shall upon application, be permitted to withdraw days from the common bank.

Withdrawal of days from the common sick bank shall be subject to the following provisions:

A. The maximum number of days which may be withdrawn shall not exceed the number of days credited to the individual's sick bank on the first day of the current fiscal year or at such time as the individual joined the staff during the current school year.

B. \*\*Extended illness shall be the basis for withdrawal and may be defined as hospitalization or prolonged care supervised by a physician.

C. Application must be made in writing to the building administrator stating dates (where possible) and such other data as may be pertinent and supportive.

D. Applicant may be asked to provide medical support for request.

E. Fraudulent use of common sick bank may result in loss of wages for days so used and in loss of remaining common sick bank days.

F. The common sick bank shall consist of 300 days renewable to that amount on July 1 of each year.

Upon review of the request, the building administrator shall forward the request to the Director of Personnel for action and written response.

Section 5. Applications for business leave shall be filed with the administrator as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of UNACCEPTABLE uses of business leave days include:

1. Recreational pursuits
2. Other employment except with administrative approval
3. Social functions
4. Travel
5. Child care (except in emergency situations)
6. Economic gains
7. Extension of holidays, vacations or other school recesses

Section 6. A leave of absence may be granted a secretary called for jury service. The Board will pay an amount equal to the difference between the secretary's daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the secretary reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

Section 7. Leaves of absence with pay not chargeable against the secretary's allowance shall be granted as follows:

A. A maximum of five (5) days per occurrence for a death in the immediate family including father, mother, spouse, sister, brother, children, mother-in-law and father-in-law, grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, and

any person living and making his/her home as a member of the bargaining unit member's household.

Section 8. Upon completion of a full work year, each twelve month secretary utilizing less than seven (7) paid leave days and each less than twelve month secretary utilizing less than five (5) paid leave days during that year shall receive remuneration in accordance with the following formula.

<u>Number of Days Used</u>		<u>Remuneration</u>
<u>12 Month</u>	<u>Less than 12 Mos.</u>	
less than 1	less than 1	\$300
up to 4	up to 3	\$200
up to 7	up to 5	\$150

## ARTICLE XII

### Leave of Absence Without Pay

Section 1. The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent. Examples of such leaves are health, maternity, child care, study, research, professional association assignment, and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of the Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent.

Section 2. To be eligible for a leave of absence, except military leave, as provided by law, the employee must have completed the probationary period.

Section 3. For one year, reinstatement shall be granted to any available position which is substantially equivalent to the position held before the leave commenced or to any available position of a lower classification for which the person is qualified and interested. If no position is available at the time the leave terminates, the employee may request an extension of the leave of absence or be placed on layoff status with all rights pursuant to the provisions outlined in Article X.

Section 4. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, the leave will be automatically terminated and their employment will terminate.

Section 5.

A. An employee on leave shall not lose sick leave time accumulated prior to their leave. However, sick leave time shall not accumulate during the leave of absence.

B. An employee on unpaid leave shall be allowed to purchase health insurance through the Personnel Office at the group rate at the employee's own expense when such practice is permissible under the rules and regulations of the insurance carrier(s).

Section 6. While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience nor in accrual of seniority, except as provided for elsewhere in this Article.

Section 7. An eligible employee desiring a leave of absence shall submit such request to the Board of Education through the Personnel Office. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.

Section 8. For all employees whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1st. For all employees whose leave shall terminate at times other than the

end of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Section 9. Accrued seniority shall be maintained during periods of unpaid leave of absence.

Section 10. Childbearing and/or Childbearing Leave:

A. The Board shall grant a leave of absence for maternity, adoption, or child care reasons, without salary, to any member of the bargaining unit upon written request for such leave, for a period of up to one (1) year at the secretary's option. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave. An extension of the leave for up to one additional year may be granted upon written request.

B. Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.

C. In the event of miscarriage or death of the infant, the leave of absence may be terminated after sixty days upon written request of the secretary.

D. In the event of a miscarriage or abortion, the School District's sick leave policy shall apply.

E. A secretary adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving custody of the child, or prior to receiving such



custody if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice shall apply in these situations.

ARTICLE XIII

Insurance Protection

Section 1.

A. The Board shall provide all insurance benefits listed in Section A for a full twelve-month period of each school year for all secretaries in the bargaining unit, except for those secretaries electing benefits under Section B below. Such benefits shall be provided, without cost to the secretaries, to each secretary and his/her dependents, as defined by MESSA.

1. MESSA SUPER MED I/MC (Super Care I) Health Insurance: When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the secretary, his/her spouse and/or dependents eligible for Medicare.
2. MESSA/Delta Dental Plan E, including the 004 orthodontic rider with coordination of benefits.
3. MESSA Term Life Insurance in the amount of thirty thousand dollars (\$30,000.00) for the secretary only. Such insurance protection shall be paid to the secretary's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

B. Secretaries not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to secretaries, not enrolled in benefits under Section A above and his/her eligible dependents, as defined by MESSA.

1. MESSA/Delta Dental Plan E, including the 004 orthodontic rider with coordination of benefits.
2. MESSA Term Life Insurance in the amount of thirty-five thousand dollars (\$35,000.00) for the secretary only. Such insurance protection shall be paid to the secretary's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.
4. Each secretary may select a tax-deferred annuity plan, pursuant to section 403(b) of the Internal Revenue Code in the amount of eighty-five dollars (\$85.00) per month. Secretaries may choose one of the Board approved annuity carriers.

C. The Board shall provide, without cost to the secretaries MESSA Plan II Long-Term Disability Insurance for each secretary. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave bank and common bank days, whichever is longer. Benefits shall continue at no cost to the secretary in the event of total disability.

D. The above insurance coverages shall be provided by the Board to all secretaries that are normally scheduled to work 32.5 hours or more per week. The Board shall pay the pro-rata portion of the premiums for those that are scheduled to work less than 32.5 hours per week based upon the ratio of average number of hours regularly scheduled to 32.5.

Section 2. Any employee carrying double coverage in the area of employer paid health insurance shall be required to reimburse the Board of Education in the amount of the premium paid on behalf of that employee during the contract. Double coverage shall be defined as having any full family, fully paid by the employer, equal or better health coverage program available for the secretary from any other source.

Section 3. Any secretary who is absent because of an injury 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 his/her regular salary for the duration of the absence due to injury up to a limit of three hundred sixty five (365) calendar days. However, in no

event shall a secretary receive an amount which exceeds his/her salary.

The difference between such regular daily salary payment and the daily amount received under the Worker's Compensation Law shall be divided by the secretary's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to and deducted from the secretary's common sick leave bank. If absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rata to the secretary's personal accumulative sick leave bank.

Secretaries absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this Agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the secretary continues to receive paid leave under either the secretary's common sick leave bank or the secretary's personal accumulative sick leave bank.

Section 4. Upon retirement (under provisions of the Michigan Retirement Act) with a minimum of ten continuous years in the school district, said employee shall receive a terminal leave payment equal to one percent of the minimum base salary of her classification times the number of years of service in the Berkley School District.

ARTICLE XIV

1993-94 Compensation Schedule  
 BERKLEY EDUCATIONAL SECRETARIES ASSOCIATION/MESPA

CLASS I

<u>Title</u>	<u>Annual Hours</u>
Data Processing Secretary	1957.50
Finance Secretary	1957.50
High School Principal Secretary	1957.50
Director of Community Education Secy.	1957.50
Payroll Clerk	1957.50
Director of Special Education Secy.	1650.00

<u>Step</u>	<u>Hourly Rate</u>
0	\$11.53
1	\$12.29
2	\$13.11
3	\$13.92
4	\$14.74
5	\$15.53
6*	\$16.32
7*	\$17.11

CLASS II

<u>Title</u>	<u>Annual Hours</u>
High School Bookkeeper	1957.50
Accounts Payable Clerk	1957.50
Accounting Clerk	1957.50
Administrative Services Secy.	1957.50
Oxford Center Secretary	1957.50
High School Assistant Principal Secy.	1650.00
Middle School Secretary	1650.00
Athletic Director Secretary	1650.00
Elementary Principal Secretary	1575.00
Curriculum Secretary	1575.00

<u>Step</u>	<u>Hourly Rate</u>
0	\$10.02
1	\$10.67
2	\$11.36
3	\$12.14
4	\$12.81
5	\$13.52
6*	\$14.23
7*	\$14.94

CLASS III

<u>Title</u>	<u>Annual Hours</u>
Tyndall Secretary	1575.00
Counseling Center Clerk	1575.00
BHS Attendance Clerk	1575.00
High School Library Clerk	1365.00
Burton Instructional Secretary	1365.00
Elementary Library Clerk	1332.50
Community Ed. Student Services Secy.	1050.00
Special Education Receptionist	1020.00
Rogers & Angell Instructional Secy.	840.00
Avery & Pattengill Instructional Secy.	735.00

<u>Step</u>	<u>Hourly Rate</u>
0	\$ 9.59
1	\$10.26
2	\$10.93
3	\$11.60
4	\$12.27
5	\$13.01
6*	\$13.75
7*	\$14.48

Section 1. For the purpose of salary schedule credit, one increment shall be awarded for each eighteen (18) credit hours earned through approved course work on in-service training experience jointly agreed upon by the Administration and the Secretaries' Association. This shall be paid on the basis of one-third of the appropriate increment effective upon the completion of each six (6) hour credit block. Programs designed to earn such credit must receive prior approval from the Director of Personnel.

In calculating credit for salary schedule purposes, university or college credit which is directly related to the specific secretarial position, will be counted on the semester hour basis. In-service or other approved courses will be calculated on the basis of one (1) credit hour for each twelve (12) clock hours spent in such course or program. All inservices must be preapproved by a supervisor. Credit eligibility shall be determined by the secretary's supervisor and the hours eligible shall be determined by the Director of Personnel. Unlimited preapproved inservice credit may be earned outside normal work hours. A maximum of two preapproved work inservices may be eligible for credit each year. Extended annual CPR and/or first aid training shall also be eligible for credit. Learning experiences such as video tape/television training or community organization presentations will require either a written report or a certificate of completion. Also, a personalized plan may be jointly developed between the secretary and his/her immediate supervisor. Said plan must be approved by the Director of



Personnel. Should a dispute arise pertaining to the above, the appeals process shall be the following order: immediate supervisor, Director of Personnel, Assistant Superintendent.

\* A maximum of two (2) increments may be earned under this provision.

If a newly employed secretary is given salary schedule credit for hours taken before the time of hiring, said secretary will not be able to advance past Step 5 on the salary schedule until additional credit hours are taken with prior approval from the Director of Personnel, in accordance with the contract.

Section 2. Longevity pay, at the rate of 1% of the employee's current annual salary, shall be paid on June 30, to all eligible employees covered by this Agreement who have completed the equivalent of five (5) to ten (10) or more years of service as of the employee's anniversary date for vacation up to October 1.

Longevity pay, at the rate of 3% of the employee's current annual salary shall be paid on June 30 to all eligible 52-week employees covered by this Agreement who have completed the equivalent of ten (10) or more years of service as of the employee's anniversary date for vacation up to October 1.

Section 3.

A. Time and one-half (1-1/2) of an employee's regular straight time hourly rate shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in one day excluding lunch hour or thirty-seven and one-half (37-1/2) hours in one

week, except for the work day for full-time secretaries when school is not in session as covered in Article VII, Section 1.

B. A rate of double an employee's regular straight time hourly rate shall be paid for all hours worked on Sunday.

C. Overtime or premium pay under this Section shall not be pyramided, compounded or paid twice for the same hours worked.

D. Compensatory time, when provided in lieu of overtime wages, shall be at the same rate that it would have been if paid as overtime pay. Compensatory time, may be taken by a secretary in lieu of monetary compensation at the discretion of the individual secretary. No secretary will be asked to take compensatory time in order to lengthen the work year for the individual secretary.

Section 4. Paydays are every two (2) weeks. When a payday falls on a holiday or vacation period, the paychecks will be distributed on the last day the business office is open.

Section 5. The salary schedule is based on full-time employment in the specified positions. Any permanent employee regularly employed on a part-time continuing basis shall be compensated on the prorated rate of pay.

Section 6. Personnel who work one-half time required by their position will receive credit for one year of inside-of-system experience on the following July 1 for salary schedule purposes.

Section 7. Whenever a secretarial employee is required to use his/her automobile in the course of his/her employment, reimbursement shall be paid at the Board adopted rate of no less

than the current IRS rate for such purpose. Authorization for such use should be made in advance by the immediate supervisor.

Section 8. Outside experience of a secretarial or clerical nature will be credited on the basis of one year salary credit for each creditable work year within the ten year period immediately preceding appointment to a secretarial/clerical position within the District.

Section 9. Substitute clerical service, either in or out of the District, will not be creditable on the salary schedule.

## ARTICLE XV

### Personnel Files, Employee Competence, and Employee Testing

Section 1. An Association member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.

Section 2. No material of an evaluative nature, originating after the initial employment, shall be placed in the Association member's personal record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Association member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an Association member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Section 3. All secretaries will be involved in an annual performance review. Such reviews can start at any time during a twelve-month period. Each secretary will participate in one of the following evaluation programs:

A. Secretaries who demonstrate effective performance will receive from their administrator written documentation of this fact, to be placed in their personnel file, and further may be permitted to develop a goal, or goals, that can be evaluated by observation and/or other assessment strategies.

B. Secretaries who demonstrate satisfactory performance, but in need of improvement in specific areas that can be identified as part of their normal duties, by their administrator, will be given specific performance objectives and directions for successfully meeting the stated objectives.

C. Secretaries whose performance is identified, through Board established documentation, as unsatisfactory by the administration will be placed on a plan of assistance. This plan will be designed, by the administrator, to provide the secretary an opportunity to raise his/her level of performance to a satisfactory level.

\*\*\* If more than one year passes without one of the three programs taking place, the administration will place a letter in the secretary's file stating that he/she has demonstrated effective performance and the next evaluation date will be twelve (12) months from the date of the letter.

Section 4. An employee shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association representative present. When a request for representation is made, no further action shall be

taken until such representative appears which shall be within two (2) work days.

Section 5. No employee shall be disciplined, reprimanded, demoted or discharged without just cause.

Section 6.

A. The Board has the right to administer tests to applicants for a position to measure the skill level of secretaries when a secretary applies or "bumps" into a position in a higher classification or into a position of specialization where the secretary has not had an opportunity to demonstrate those skills on the job, or when the applicant is new to the district. In all such cases, the tests administered will be the same for all applicants.

B. Any applicant will, upon request, be shown a representative sample of the tests to be administered prior to the testing session. In those instances where samples are not available, secretaries, upon request, will be informed regarding skills to be tested and method of evaluation.

C. The Board will, upon request, supply the Association with evidence of compliance with this section of the Master Agreement.

Section 7. A newly hired employee shall be required to fulfill a probationary period of ninety (90) calendar days.

ARTICLE XVI

Miscellaneous

Section 1. The Board agrees to furnish the Association, in response to reasonable requests, available public information concerning the District in order to assist the Association in developing intelligent, accurate, informed and instructive programs on behalf of the secretaries together with the information which may be necessary for the Association to process a grievance or complaint, and to negotiate future contracts.

Section 2. Secretaries in the bargaining unit shall be eligible to attend such professional conferences as are approved by the Assistant Superintendent.

An application to attend a conference shall be processed by the Assistant Superintendent or his/her designee through the supervisor in a manner similar to that employed in processing conference applications for other personnel. Final approval of such applications shall rest with the Assistant Superintendent.

Section 3. The Association shall have the right to use school mail boxes and the interschool mail service for organization material, provided that such material is clearly identified and the organization accepts all responsibility for such material.

Section 4. When facilities are desired for Association meetings, such requests will be submitted through normal channels.

Section 5. If the Board authorizes a member or members of the bargaining unit to engage in negotiations or grievance

procedures during the working day, no loss of pay shall ensue. All attempts, however, shall be made to conduct such activities outside the working day.

Section 6. Copies of the Agreement shall be reproduced at the expense of the Board and distributed to all secretaries in the bargaining unit.

Section 7. In any negotiations conducted between the parties to this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select his/her representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiation or bargaining, subject only to ultimate ratification.

Section 8. If the parties fail to reach an agreement in any such negotiations, either party may invoke any lawful measures it may deem appropriate. The contract may be reopened for negotiation before the expiration date upon the mutual agreement of both parties to the contract.

Section 9. Two groups shall be established by the Director of Personnel. In the event of inclement weather in which school is closed, each group shall alternate each day the



requirement to report for duty. Those not required to report shall receive full pay for that day and have no deduction made from their leave bank or vacation entitlement.

Section 10. The Board will allow secretaries to have two (2) in-service experiences that will deal with pertinent areas of interest to all secretaries.

ARTICLE XVII

Conformity of Law

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect and the parties shall meet upon the request of either party to renegotiate the provisions affected.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective July 1, 1993 and shall continue in effect until June 30, 1996 except that the 1994-95 and 1995-96 salary schedules shall be renegotiated anytime after April 15, 1994 upon the submission of written notice from either party of a desire to renegotiate these schedules.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

SCHOOL DISTRICT OF THE CITY OF BERKLEY

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BERKLEY EDUCATIONAL SECRETARIES ASSOCIATION

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