

6/30/96

AGREEMENT
BETWEEN
CHARLOTTE EDUCATIONAL SECRETARIES ASSOCIATION
AND
CHARLOTTE BOARD OF EDUCATION

1994-1995
1995-1996

Charlotte Public Schools

1/15/50



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LABOR AND INDUSTRIAL
RELATIONS
DIVISION OF LABOR

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AGREEMENT

Between

CHARLOTTE EDUCATIONAL SECRETARIES ASSOCIATION

And

CHARLOTTE BOARD OF EDUCATION

This Agreement entered into this 10th day of October, 1994, by and between the Board of Education of the Charlotte School District, Charlotte, Michigan, hereinafter called the "Board," and the Charlotte Educational Secretaries Association, hereinafter called the "Association."

ARTICLE 1

ASSOCIATION RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 379, Public Acts of 1965, for all part-time, full-time and full year secretaries engaged in secretarial and clerical work including bookkeepers, but excluding secretaries, bookkeepers, and clerks who work in the Central Office; substitutes; temporary employees; supervisors and all other employees.

All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Secretaries" and reference to female personnel shall include male personnel.

- B. The Board agrees not to negotiate with any educational secretaries' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 2

NEGOTIATION PROCEDURES

- A. Matters that cannot be contemplated by this Agreement, such as governmental acts, or Acts of God, but of common concern of the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In the event the salary schedule is reopened for negotiation by either party, as provided in a reopener provision of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. Salary provisions shall only be reopened upon mutual agreement of both parties.

At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.

- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its 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 of Education 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 negotiations or bargaining subject only to such ultimate ratification.

ARTICLE 3

EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the

Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage, 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 or the United States; that it will not discriminate against any secretary with respect to hours, wages, terms or conditions of employment by reason of her membership in the Association or collective negotiations with the Board or her institution of any grievance, complaint or proceeding under this Agreement.

- B. The Association and its members shall have the right, subject to prior approval of the supervisor in charge, to use school building facilities at all reasonable hours for meetings. Bulletin boards shall be made available to the Association.
- C. The Board agrees to furnish to the Association, in response to reasonable requests, information which will assist the Association in developing accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Association to process any grievance or complaint.
- D. Any case of assault upon a secretary or her property, during working hours or arising out of a school situation, shall be promptly reported to the Superintendent or his/her designee.

ARTICLE 4

BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. 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 without prior negotiations with the Association either as to the taking of action under such

rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, 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 in accordance with the Articles contained in this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of

organization.

11. Determine the policy affecting the selection, testing or training of employees.
 12. To hire all employees, to determine their qualifications and conditions for their continued employment.
 13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
 14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 15. The Board shall continue the right to determine and redetermine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE 5

VACANCIES AND PROMOTIONS

- A. A "vacancy" shall be defined as a position in this bargaining unit which is open due to the resignation, retirement, death or dismissal of the incumbent secretary. A "vacancy" shall also include newly created positions as well as positions where the incumbent secretary is on a leave of absence for twelve (12) or more months.

All vacancies within the bargaining unit shall be open and posted for at least six (6) days in each of the buildings where a secretary is employed. Any secretary may apply for such vacancies.

The Association President will receive a separate mailing notifying her of every secretarial posting in this bargaining unit in the Charlotte Public School District.

- B. Secretaries who are interested in a change of position should advise their principals, as well as the personnel office, prior to the summer vacation.

When vacancies occur during recess periods such that the six (6) days posting period, provided for in paragraph A above, will expire prior to the end of that recess period, the secretaries covered by this Agreement will be notified of such vacancies by letter addressed to each secretary's last known address.

- C. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants. The Board declares its support of a policy for the awarding of positions in the same job classification as that of the internal applicant and for which that applicant is fully qualified. Final selection will be the sole prerogative of the Superintendent or designee.

- D. With regard to secretarial testing:

1. All new applicants outside the District will be tested.
2. All internal candidates applying for posted positions higher than their current classification will be tested. This requirement may be waived in consultation with the Superintendent and the hiring administrator.

3. Any internal candidate applying for a posted position within her current classification or a lower classification will not be required to test. However, if the secretary feels that testing may be a positive addition to her credentials, the District will accommodate such a request. If a secretary chooses not to be tested, her application will be evaluated based upon her references, evaluations, and any other supporting documentation submitted by the secretary or which is contained in the secretary's personnel file.

The Board will not interview applicants from outside the system until those applicants who have signed for the posting pursuant to paragraph A above have been interviewed for the vacancy. This shall not be interpreted to mean that internal applicants must be rejected before the Board can consider external applicants.

- E. Subject to paragraph D. above, the Board may hire people with experience from outside the bargaining unit at a higher step than the initial step provided for in Article 16, provided that no one will be hired from outside higher than step three (3) for their job classification.

ARTICLE 6

TRANSFERS

- A. The parties agree that a secretary who is being considered for an unrequested transfer will be notified and consulted by the Board prior to arrival at a final decision.

Prior to a transfer decision, the Association President should be notified.

- B. Transfers of secretaries from ten-month positions to twelve-month positions shall receive accumulated length of service credit on their new salary schedule and all other benefits equal to twelve-month positions.

ARTICLE 7

LAYOFF AND RECALL

- A. If there is any reduction of the secretarial staff, a

secretary with the greater seniority shall remain employed over a secretary with less seniority provided that she is fully qualified to perform the work as determined by her present and impending immediate supervisors. Any secretary whose services are so interrupted (laid off) shall have at least ten (10) working days notice.

- B. If secretaries whose services have been so interrupted are to be re-employed, those having the greatest seniority shall be recalled first to an open position, provided that she is fully qualified to perform the work as determined by her former and impending immediate supervisors.
- C. No co-op student will be employed in an office capacity within the bargaining unit while there are any secretaries laid off.
- D. "Seniority" shall be defined as continuous service from original date of hire. Probationary employees shall have no seniority. Seniority shall accrue during forced layoffs and paid leaves. Seniority shall not accrue during unpaid leaves but shall be retained at the level attained by the secretary at the time unpaid leave commences.
- E. A seniority list shall be developed by the Board and transmitted to the Association President and all secretaries annually. If no written objections are received within twenty (20) days of distribution of the list, it shall be regarded as conclusive.

ARTICLE 8

PROBATIONARY EMPLOYEES

- A. All newly hired employees under this contract shall start no higher than step three (3) on the salary schedule. A new employee, while on probation for ninety (90) work days, shall receive twenty (20) cents per hour less than the established rate for the assigned step and classification. Following a probation period, the administrator shall recommend that the secretary be placed on schedule according to step and classification.

A secretary who begins employment on or before the end of the first semester will be eligible to move to the next step on the salary schedule at the beginning of the following fiscal year. Employees hired on or after

second semester begins must stay at their same step and classification for the next fiscal year.

A new probationary employee will be given a copy of the secretarial contract and evaluation form by the Personnel Office upon request. This form will be used to evaluate the secretary during the ninety (90) work day probationary period.

B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment. The Association shall not represent discharged and disciplined probationary employees for other than Association activity.

C. A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. At any time prior to the completion of the ninety (90) work day probationary period, she may be dismissed by the Employer during this period without appeal by the Association. Probationary employees who are absent during the first ninety (90) work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed her probationary period until these additional days have been worked. Upon satisfactory completion of the ninety (90) work days probationary period of employees, seniority begins retroactive to the date of employment.

D. The Association Secretary shall be notified by the Personnel Office when a new employee is hired, changes from part-time to full-time, or has completed the ninety (90) work day probationary period. The Association Secretary shall be responsible to notify all members of the Association.

ARTICLE 9

DISCHARGE, DEMOTION AND DISCIPLINE

A. No seniority (non-probationary) secretary shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action imposed upon a secretary may be processed as a grievance through the regular grievance procedure. A secretary may ask for representation from the Association in the event of any such discipline or reduction in rank.

- B. Should the Board determine that an injustice prevails regarding a seniority (non-probationary) secretary's demotion, suspension or discharge, the Board agrees to consider an appropriate remedy which may include reinstatement and back pay.
- C. Exception: See Article 8, Sections B and C.

ARTICLE 10

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties to the dispute.

It is agreed that:

1. Both parties shall keep these proceedings as confidential as may be appropriate at each level of the proceeding.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and no reprisals of any kind shall be taken by or against any party of interest in the grievance procedure by reason of such participation.
3. A grievance may be withdrawn at any level without prejudice or record unless, in the judgement of the Association representative, the grievance affects a group of secretaries, in which case the Association shall process the grievance at the appropriate level.

In the event that any Association representative is a party in interest to any grievance, she shall disqualify herself and a substitute shall be named by the Association.

- B. If an individual secretary has a personal complaint which she desires to discuss with a supervisor, she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. The Association will be solely responsible for processing of a grievance on behalf of a

secretary.

- C. A claim by any secretary or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided. A grievant may invoke the formal grievance procedure on a form signed by the grievant and a designated Association representative. A copy of the grievance form shall be delivered to the principal or supervisor within one (1) week of the date of the occurrence giving rise to the grievance or within one (1) week of the date it is reasonable to assume that the grievant or the Association should have become aware of the conditions giving rise to the grievance. In no instance shall this time period exceed sixty (60) days from the date of occurrence. If the grievance involves more than one school building, or a contractual problem, it may be filed directly with the Superintendent.
- D. No grievance may be processed through the arbitration procedure for which there is an alternative forum in state or federal law, pursuant to a statute or regulation.
- E. Each grievance shall contain:
1. A statement of facts supporting the claim (who, what, where, when).
 2. A citation to the Articles or sections of this Agreement alleged to have been violated.
 3. A requested remedy or resolution for the grievance.
 4. The name and signature of the grievant.
- F. Formal decisions rendered at Levels I, II, III and IV of the grievance procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted promptly to all parties in interest.

PROCEDURE LEVEL I

Within five (5) work days of receipt of the grievance, the principal, or supervisor shall meet with the Association representative and grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five (5) work days of such a meeting and shall furnish a copy thereof to:

1. Association Secretary
2. Grievant

PROCEDURE LEVEL II

If the Association or aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of the meeting held in Procedure Level I, the grievance shall be transmitted, within five (5) work days of the Level I disposition, to the Superintendent or his designee, who shall meet with the Association representative on the disposition of the grievance within five (5) work days after the receipt of the grievance. The Superintendent or his designee shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting and shall furnish a copy thereof to the Association Secretary.

PROCEDURE LEVEL III

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted, within ten (10) work days of the Level II disposition, to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance, in writing, by the Board shall be made no later than ten (10) work days thereafter. A copy of such disposition shall be furnished to the Association secretary and grievant.

PROCEDURE LEVEL IV

If, at this point, the grievance has not been satisfactorily settled, the Association shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with their rules, providing such submission is made within ten (10) work days after receipt by the Association of the Board of Education's answer. If the grievance has not been submitted to arbitration within said ten (10) work day period, it shall be considered withdrawn by the Association.

It is expressly agreed that the power and authority of

the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

No decision in any case shall resurrect or require retroactive adjustment in any other case previously settled or withdrawn.

The arbitrator shall have no power to establish salary scales.

The arbitrator shall have no power to rule on the termination of services or of failure to re-employ any secretary.

ARTICLE 11

MISCELLANEOUS PROVISIONS

- A. Periodically there will be meetings with a group of secretaries and administrators to discuss mutual concerns.

The Superintendent may request that any secretary have a medical examination when it is necessary to determine if a secretary can perform the essential functions of her current assignment with or without reasonable accommodation or as is authorized by the Family and Medical Leave Act or Americans With Disabilities Act. The cost of the medical exam shall be paid by the Board of Education.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. The Board and Association recognize the mutual right to invoke the Michigan Employment Relations Commission from such public agency.
- E. A secretary required by the working day in negotiations of her association with any representative of required to participate in any grievance including arbitration, shall not incur a same has been mutually scheduled by or the arbitrator.
- F. Secretaries may leave early with the consent of their immediate supervisor.
- G. Secretaries who take time off shall be paid for every quarter hour worked.

ARTICLE 12

HOURS & WEEKS OF WORK

- A. All secretaries shall fully, properly perform the duties of their employment.
- B. The normal work day shall consist of eight hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday, subject to change if job requirements so require.
- C. All secretaries working in excess of eight hours per day shall be entitled to a duty-free lunch period of not less than one-half hour, to be mutually agreed upon with the supervisor.
- D. Secretaries shall not exceed the hours of their immediate supervisor unless circumstances or job requirements prevail; they shall be expected to work the equivalent hours as their immediate supervisor, if so scheduled by the board.
- E. All secretaries shall be granted five leave days each Friday, each day preceding snow days, and in-service days one half day (less than their regularly scheduled ending time) unless the immediate supervisor specifically requires they stay until the regular ending time.
- F. Summer work shall be offered to all members.

before outside applicants/substitutes are considered. Summer work is defined as substituting for a full year Association secretary or working on special projects arising during the summer that require secretarial help. Summer projects for Central Office are excluded from this consideration. Any bargaining unit member who does summer work shall be reimbursed at her normal rate of pay.

If bargaining unit members desire to be called for summer work, they shall notify the Personnel Office in writing by June 1 of each year. The Personnel Office will maintain a list of secretaries available for summer work.

ARTICLE 13

SECRETARIAL RECLASSIFICATION PROCEDURES

Recognizing the need for periodic reclassification of positions because of new demands for skills and additional responsibility, the Association and Board establish this reclassification system.

An ad hoc committee on secretarial reclassification will be formed whenever an individual secretary or the Association requests, in writing to the Personnel Coordinator, that a position be considered for a new level of classification. Rationale and documentation for the change request must be cited.

The committee shall be composed of two administrators, neither of whom may supervise the secretary making the request, or the position being considered; and two secretaries, neither of whom may work in the same building as a secretary making the request, or the position being considered; and the Personnel Coordinator.

The committee will review the written request and may require others in the school system to provide written or verbal statements to the committee regarding the classification request.

The committee will then make a recommendation to approve or deny the request to the Superintendent or his designee. The Superintendent will then affirm or deny the committee's report, or ask for further information before arriving at a decision.

The decision may be grieved and may be mutually referred to mediation available through the Michigan Employment Relations Commission, but cannot be arbitrated.

ARTICLE 14

BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by a secretary reflect adversely upon the associates and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending secretary and to the Association. The Association will use its best efforts to correct breaches of behavior by any secretary and, in appropriate cases, may constitute proceedings against the offending secretary.

ARTICLE 15

COMPENSATION

- A. The salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Each secretary shall be entitled to advance to the next step of her respective schedule classification effective July 1 of every calendar year, except as otherwise provided in Article 8 ¶ A of this Agreement.
- C. Authorized time worked in excess of forty (40) paid hours in any one week (Friday through Thursday) shall be compensated at an hourly rate of time and one-half. Compensatory time off in lieu of overtime pay may be practiced. Overtime and compensatory time will not be worked without the prior approval of the secretary's immediate supervisor and the Superintendent or designee. Overtime and compensatory time off will only be granted in extenuating circumstances. Arrangement of the work schedule adjustment is to be mutually agreed upon by the supervisor and the secretary.
- D. Alterations in the normal work day will be subject to the approval of the employee's immediate supervisor (building principal).
- E. There shall be eleven (11) paid holidays for Full Year

Secretaries and there shall be ten (10) paid holidays for Full Time Secretaries as follows:

Full Year Secretaries [An employee who works 48 weeks per year, eight (8) hours per day, five (5) days per week]:

Day Before or After New Year's Day
(Superintendent's Discretion)
New Year's Day
Good Friday
Monday of Spring Vacation
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Day after Thanksgiving
Day Before or After Christmas Day
(Superintendent's Discretion)
Christmas Day

Full Time Secretaries [An employee who works more than 37 but less than 48 weeks per year, eight (8) hours a day, five (5) days a week]:

Day Before or After New Year's Day
(Superintendent's Discretion)
New Year's Day
Good Friday
Monday of Spring Vacation
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before or After Christmas Day
(Superintendent's Discretion)
Christmas Day

All secretaries shall receive compensation for mid-winter break if mid-winter break is included in the school calendar.

- F. Friday Before Labor Day: All secretaries may have the option of taking off work with no pay the Friday before Labor Day, subject to their supervisor's approval. In the event administrators are granted the Friday before Labor Day as a paid holiday, all secretaries shall also receive this day as a paid holiday. This day will not be used in determining 48 weeks of employment.
- G. Should any one of the holidays fall on a school session day, the employee shall then be granted a full day off with pay at a later date that is mutually agreeable to

the employee and the employer.

- H. Holidays occurring during the vacation period shall not be charged against vacation allowance.
- I. Secretaries are required to work during Act of God days. Secretaries shall be paid time and one-half (1 1/2) of their hourly rate for hours worked on the first two (2) Act of God days. In the event road conditions are so severe that the secretary is unable to report for work, she will advise her immediate supervisor that she cannot report for work and chooses to stay home with loss of pay for that particular day.
- J. In the event that conditions are so severe that the Superintendent or his/her designee decides to close the buildings, secretaries will be sent home without loss of pay.

CHARLOTTE EDUCATIONAL SECRETARIES ASSOCIATION
PAY SCHEDULE 1994-1996

<u>1994-95</u>	<u>CLASS C</u>	<u>CLASS B</u>	<u>CLASS A</u>
STEP 1	8.40	8.23	8.04
STEP 2	8.70	8.52	8.32
STEP 3	9.03	8.83	8.66
STEP 4	9.30	9.12	8.96
STEP 5	10.00	9.85	9.65
STEP 6	10.31	10.13	9.92
STEP 7	10.63	10.44	10.26
STEP 8	11.33	11.17	10.97

<u>1995-96</u>	<u>CLASS C</u>	<u>CLASS B</u>	<u>CLASS A</u>
STEP 1	8.57	8.39	8.20
STEP 2	8.87	8.69	8.49
STEP 3	9.21	9.01	8.83
STEP 4	9.49	9.30	9.14
STEP 5	10.20	10.05	9.84
STEP 6	10.52	10.33	10.12
STEP 7	10.84	10.65	10.47
STEP 8	11.56	11.39	11.19

LONGEVITY COMPENSATION

\$225.00 Longevity beginning with the 5th year
 \$275.00 Longevity beginning with the 8th year
 \$550.00 Longevity beginning with the 10th year
 \$650.00 Longevity beginning with the 12th year

Secretaries having reached the qualifying years of service for longevity by June 30 of each calendar year will receive their respective longevity amount in a lump sum payment in June of the same year.

ARTICLE 16

CLASSIFICATIONS

CLASS C SHALL INCLUDE:

1. High School Principal's Secretary
2. Director of Community Education Secretary
3. Junior High Principal's Secretary
4. Child Accounting/Elementary Secretary

CLASS B SHALL INCLUDE:

1. Director of Guidance Office Secretary
2. Athletic Secretary/Bookkeeper
3. High School Assistant Principals' Secretary
4. Junior High School Assistant Principals' Secretary
5. Junior High School Guidance Secretary
6. Junior High School Principal's Assistant Secretary
7. All Elementary Principals' Secretaries
8. Director of Special Education Secretary
9. Assistant Secretary, High School Attendance Office

CLASS A SHALL INCLUDE:

1. Library (Media) Secretary
 - a. Senior High School
 - b. Junior High School
 - c. Elementary
2. Transportation Secretary

ARTICLE 17

BREAK

- A. Each secretary shall be entitled to one (1) 15-minute break per four (4) hours worked. Secretaries and supervisors shall work out the arrangements that best serve the school.

IMPROVEMENT

- A. Each secretary in the school system should continue to improve. In-service programs will be provided cooperatively by the administration, school board and secretaries. It is suggested that in-service courses be offered in part on school time.
- B. All secretaries shall be expected to participate in a reasonable in-service program formulated with the cooperation of the Board, the Administrators and the Secretaries, unless excused for a period of time because of illness or some other unavoidable cause.
- C. Improvement shall be defined as subject matter improvement and shall not be construed as to imply taking of any specific course or number of courses in any given period of time.
- D. The parties support the principles of continuing training of secretaries and participation in community educational projects.
- E. When new equipment and/or software is purchased for office use, the administration will provide appropriate training for secretaries. The amount and kind of training including place and time will be determined by the administration. If secretaries are not satisfied with the training arrangements made by the administration, the Association President and the Superintendent shall meet to try to resolve any problems associated with the training arrangements. The Superintendent's decision shall be final and will not be subject to the grievance procedure contained in this agreement.

FISCAL YEAR

Unless otherwise stated - all terms of this Agreement shall be considered and administered on a fiscal year basis, July 1 to June 30. Exceptions are vacation allowances, seniority, and

longevity which shall be computed on the basis of anniversary of date of hire. Should an employee start working between the first and fifteenth day of the month, a full month's credit will be given. After the fifteenth day of the month, the employee shall wait until the following month to receive credit.

ARTICLE 18

TIME SHEETS

When filling out time sheets, the Secretary should enter actual time of arrival and leaving. If a secretary is absent during normal working hours, she must record the reason for absence. The Secretary is responsible for having her time sheet signed by her supervisor or principal and turned in to the central accounting office by Thursday at 10:00 a.m. of the second week of the two-week pay period.

PAY PERIOD

Pay checks will be issued every other Friday, covering the two week period ending one week before issuance of check.

ARTICLE 19

VACATIONS

A. Secretaries who work 48 weeks or more shall have the following paid vacation schedule:

1 to 5 years	2 Weeks [Ten (10) Working Days]
6 to 9 years	3 Weeks [Fifteen (15) Working Days]
10 years and over	4 Weeks [Twenty (20) Working Days]

Vacation time must be arranged with the secretary's immediate supervisor with concurrence of the Superintendent of Schools.

B. Vacations shall be computed from anniversary date (of employment) to anniversary date. The vacation allowance to which an individual is entitled shall be determined by the number of years service she has completed by her anniversary date.

C. Vacation allowance may not be accumulated from one

anniversary date to the next, except on the basis of written request which must have the approval of immediate supervisor.

- D. Vacation shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the secretary and her immediate supervisor.
- E. Vacation shall be scheduled for a period of not less than one week at a time, or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the immediate supervisor.

ARTICLE 20

INSURANCE PROTECTION

The Board of Education, for the duration of this Agreement, shall make premium contributions, specified below, on behalf of full year secretaries and full time secretaries (as defined in Article 16 of this Agreement) (and eligible dependents) while employed by the District on a regular basis for thirty (30) or more hours per week.

The secretary shall elect one of the following option packages during September and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The secretary and District are bound by certification requirements of the carrier.

OPTION I

Upon submission of written application, the Board shall make available a Blue Cross/Blue Shield Policy (Group 1564-004).

The maximum district contribution per eligible secretary per month for this health insurance benefit shall be as follows:

	7/1/94 to <u>6/30/95</u>	7/1/95 to <u>6/30/96</u>
Full Family	\$485.95	\$534.55
Two Party	\$455.80	501.38
Single	\$214.25	235.68

Premium costs in excess of the above amounts shall be payroll

deducted from the individual secretary's pay checks with advance deduction for any summer month amounts taking place in June.

Board payment of the premium for dental insurance with 80/80 co-pay.

Short-Term Disability Insurance: 75% of average weekly earnings for 52 weeks; 37 1/2% for the second 52 weeks \$5,000 AD & D, indemnity to commence after accumulated sick leave is used.

Life insurance of \$15,000 with AD & D.

The District shall not be required to provide the health insurance segment of this option if a secretary is already covered by a health insurance plan through his or her spouse.

Vision insurance with coverage comparable to VSP 2 vision plan with coverage in existence upon the execution of this agreement.

OPTION II

Board contribution to Board approved tax sheltered annuity (to be initiated during the open enrollment period) in the amount of \$135.00 per month during the period July 1, 1994 through June 30, 1995 and \$145.00 per month during the period July 1, 1995 through June 30, 1996.

Short Term Disability Insurance: 75% of average weekly earnings for 52 weeks; 37 1/2% for second 52 weeks \$5,000 AD & D, indemnity to commence after accumulated sick leave is used.

Life insurance of \$15,000 with AD & D.

ARTICLE 21

LEAVES OF ABSENCE

- A. Any secretary whose personal illness, including maternity, and/or family care extends beyond the period compensated under Article 23 of this Agreement shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, up to a maximum of one (1) calendar year. Upon return from leave, a secretary shall be assigned to the same position, if available or a substantially equivalent position. There should be a notice of intent to return

of no less than 60 days prior to the start of the semester in the case of all extended leaves.

1. When it is determined either by mutual agreement or a doctor's statement that a secretary cannot fulfill the essential functions of her assignment (with or without reasonable accommodation), the secretary will ask for a voluntary leave of absence; or the District may place the secretary on an involuntary leave of absence. In either case, the secretary shall have the opportunity to carry her fringe benefits at the secretary's expense, to the extent required or permitted by law.

B. Jury Duty or Subpoena

A secretary who serves on Jury Duty will be paid the difference between her pay for that duty and her regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearance when subpoenaed as a witness in any case connected with the secretary's employment of the school. Absences required by this paragraph shall not be deducted from sick leave.

C. Adoptive Leave

Any secretary may apply for an adoptive leave without pay. Leave for this purpose shall be granted to an eligible secretary to the extent required by the Family and Medical Leave Act. When first notified that she has been accepted as an adoptive parent by the adoption agency, the secretary desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the secretary assumes custody of the child and may continue for up to one (1) year.

D. Military

Military leaves of absence shall be granted to any secretary who shall enter into military service of the United States. Secretaries on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system and all accumulated sick days acquired prior to entry into the service will be reinstated.

E. Personal Leave

Personal leave must be approved by the Superintendent.

F. To the extent required by the Family and Medical Leave

Act (P.L. 103-3), an eligible secretary shall be granted leave and the other rights specified by the law. When leave is taken by an eligible secretary under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible secretary rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE 22

BUSINESS AND SICK LEAVE

A. Accumulation of Sick Leave:

A secretary is credited with ten (10) days of sick leave for full-time employees and twelve (12) days of sick leave for full-year employees on the first day of her contract each year, for personal illness or family care, but in no case may the total accumulated sick leave be more than ten (10) days for full-time and twelve (12) days for full-year employees for the 1994-95 school year and twenty (20) days for full-time and twenty-four (24) days for full-year employees for the 1995-96 school year.

B. A secretary is allowed ten (10) days emergency personal illness or family care leave, subject to Superintendent's approval.

C. A secretary must use her accumulated sick leave prior to making application for benefits under the short-term disability policy referenced in Article 21 of this Agreement.

D. A secretary who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time she becomes eligible for workers' compensation benefits:

1. The secretary may utilize her accumulated sick leave for each day absent provided that she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Secretaries shall only be eligible to access this alternative if they have

sufficient sick leave accumulation.

2. The secretary may elect to receive workers' compensation benefits only.
3. The secretary may elect to receive the difference between her regular compensation and the amount received as workers' compensation benefits. Such difference in compensation shall be computed on a percentage basis, and this percentage shall be deducted from the secretary's sick leave accumulation. (For example: if workers' compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Secretaries shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

Injuries or diseases compensable under the Workers' Compensation Act shall be reported immediately to the Personnel Office so instructions may be given on how to proceed relative to billing of medical services, reporting, etc.

A secretary who is absent because of an injury or disability shall not return to work without first presenting notification from a physician that the secretary may return to work and is capable of performing the essential functions of her assignment, with or without reasonable job accommodation. The Board may require a second medical opinion, at its expense.

- E. A secretary who is unable to perform her duties because of illness shall notify her office before or at the start of the work day.
- F. Leave of absence with pay chargeable against the secretary's sick leave allowance shall be granted for the following reasons:
 1. All ten (10)/twelve (12) days per working year for an illness in the immediate family. "Immediate Family" shall include the secretary's mother, father, father-in-law, mother-in-law, spouse, children, sister, brother, grandmother and grandfather.
 2. Health appointments shall be charged against the employee's sick leave. Exceptions may be made at the discretion of the secretary's immediate supervisor.

- G. Leave of absence with pay not chargeable against the secretary's sick leave allowance shall be granted for the following reasons:
1. A maximum of five (5) days for a death in the immediate family. "Immediate Family" is defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother and grandfather.
 2. Time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance, if approved by her immediate supervisor.
- H. A secretary is entitled to two paid personal business days per year. These may be used for personal business which cannot be conducted on other than a school day according to the following provisions:
1. Personal leave, in all cases except unforeseen emergency requires at least two (2) days advance notice to the principal or immediate supervisor.
 2. Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the secretary's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
 3. Personal days are not to be used for any purpose that one could construe to be a failure to accept one's responsibility and/or failure to conduct one's self in an ethical manner.
 4. Should personal leave be used improperly, it will result in the loss of salary for the day or days in question.
 5. To avoid unanticipated loss of wages, it is advised that the secretary consult with her principal or immediate supervisor regarding the propriety of her leave prior to its use. Personal business days are not to be used the last day before a vacation or the first day after a vacation. Exception may be made at the discretion of the Superintendent.
- I. Unpaid leave shall be acceptable upon approval of the secretary's immediate supervisor and/or principal. Any leave request for an extended period of time (in excess

of one week) must be approved by the Superintendent.

- J. Leave pay will be granted for personal illness or injury, personal business and other reasons listed in this Agreement, or for any other reason approved by the Superintendent.

ARTICLE 23

PART-TIME SECRETARIES

A part-time secretary shall be defined as a secretary who works less than thirty-six (36) hours per week.

A secretary who works a minimum of thirty (30) hours per week shall be entitled to prorated insurance benefits as described in Article 20.

For purposes of this Article the proration factor shall be .125 for each hour of scheduled work, based upon an eight (8) hour work day (i.e. 1/8).

A part-time secretary will receive pro-rated compensation for each of the holidays listed for full-time secretaries under Article 15.

Under Article 22, ¶ A, a part-time secretary will be credited with ten (10) pro-rated days of sick leave.

Under ¶ G of Article 22, a part-time secretary will receive a maximum of five (5) pro-rated days of bereavement leave for a death in the immediate family. Part-time secretaries shall also qualify for time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance, if approved by her immediate supervisor.

Under Article 22 ¶ H, a part-time secretary shall be entitled to two (2) pro-rated days of paid personal leave.

A part-time secretary will receive pro-rated credit for longevity and seniority computation purposes under Article 15 of this Agreement for each full year that she is in her part-time position.

ARTICLE 24

RESPONSIBILITY

- A. It is acknowledged by the Board of Education that secretaries shall not be responsible for disciplining children for the classroom teacher.
- B. Periodically, first aid training shall be provided to all secretaries.

ARTICLE 25

RESIGNATION

- A. Any secretary desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any secretary who resigns from her position in the manner designated in Paragraph A of this Article maintains her right to earned vacation time to be prorated based upon the amount of time the employee worked that school year.

ARTICLE 27

RETIREMENT

- A. Mandatory state retirement fund contributions will be paid by the Board of Education. This does not include voluntary member investment plans.

ARTICLE 28

RECOMMENDATIONS

- A. Job Descriptions

Job descriptions have been established and are made available in each building and central office.

- B. Evaluations

The evaluation form will be used to evaluate a secretary's performance based on her job description.

Any secretary who receives a rating of conditional and

unsatisfactory from her
the case of media secretator (or in
may be required to take supervisor)
improvement in her are to provide
required classes will be Tuition for

In the event there is a
evaluation form, an ad hoc revise the
to make revisions which established
both parties. agreeable to

The ad hoc committee, men
shall consist of the Super paragraph,
administrators and two sec signee, two
association.

ARTICLE 2

DURATION OF AGREEMENT

This Agreement shall be effective
shall remain in effect until Jun 1994, and
shall not be extended orally, and Agreement
that it shall expire on the date understood
agree to commence negotiations with parties
prior to the termination date of 60 days
a future contract. regard to

CHARLOTTE EDUCATIONAL SECRETARIES

Eileen Hillary Bolger
Chairperson
Negotiating Team

[Signature]
President

CHARLOTTE BOARD OF EDUCATION

Danette M. Andersen
President

[Signature]
Secretary

Dated this 14th day of Nov, 1994.

LETTER OF AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

and

CHARLOTTE EDUCATIONAL SECRETARIES ASSOCIATION

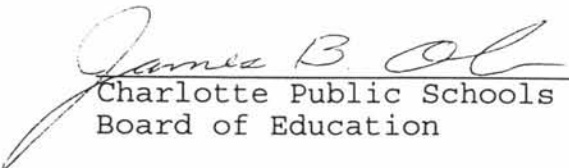
This letter of Agreement shall be effective upon its ratification by the Board and the Association and shall expire on June 30, 1996.

The Board and the Association declare their mutual commitment for providing secretarial training for the enhancement of secretarial skills and effectiveness. This letter assures that the Board will annually schedule a variety of training sessions for secretaries (eg. office technology, software, office procedures, CPR, first aid, etc.).


Compensation shall be made for the cost equivalent of a maximum of eight (8) hours of extra pay at the secretary's established hourly rate per this Letter of Agreement. Pro-rating would apply for part-time employees.

If the Board does not offer eight (8) hours of training, secretaries will be entitled to the eight (8) hours of training pay. A secretary who does not participate in the offered training or participates to a lesser degree than the cost equivalent of eight (8) hours shall receive compensation for only the actual hours of training.

The Association shall be consulted in the scheduling and content of training sessions.


Charlotte Public Schools
Board of Education

10/3/94
Date


Charlotte Educational
Secretaries Association

10-3-94
Date