

July 1, 1975

Agreement

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Between

THE ALPENA PUBLIC SCHOOLS

Alpena, Michigan

And

UNITED STEELWORKERS OF AMERICA

Local 211-A

United Steelworkers
Sub-District 29
24177 U.S. 23 South
Alpena, Mich. 49707

July 1, 1973

Alpena Board of Education
(Alpena + Region 100 Counties)

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SCHEDULE A

SENIORITY LIST

A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of July A. D. 1973, by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "School District" and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter called the "Union." The parties agree as follows:

I. RECOGNITION:

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all office personnel, hereinafter referred to as secretaries in the School District. This representation applies both to the classification and the type of work performed by these classifications.

B. The following employees shall not be subject to the terms of this Agreement: Confidential secretary(s) for the Superintendent and Assistant Superintendents of Instruction and Business Affairs, the Director of Personnel and the Director of Buildings and Grounds.

C. 1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, shall, within thirty (30) days of the date of hire by the School District, become members, or in the alternative, shall, within thirty (30) days of their date of hire by the School District as a condition of employment pay to the Union the initiation fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the School District who are members.

2. The School District upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately discharge said employee.

3. An employee who shall tender or authorize the deduction of initiation fees, assessments, and membership dues (or service fees) shall be deemed to meet the conditions of this Section so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

4. Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, assessments, and initiation fees or Agency Shop fees.

5. The School District will check off monthly dues, assessments, and initiation fees each as designated by the International Secretary-Treasurer of the Union as membership dues in the Union for every employee who has agreed to it in writing. The School District shall also check off Agency Shop fees.

D. When an employee does not have sufficient money due her after deductions have been made for social security, retirement, group insurance, garnishments or other deductions required by law, Union dues for that month will be deducted the following month or when sufficient money is due her.

E. The pay referred to for the deduction of dues, initiation fees and assessments shall be the first pay of the month, closed and calculated for the previous month.

F. The Union shall notify the School District in writing of the amount of the dues, assessments, and initiation fees to be deducted, and fifteen (15) days in advance whenever they are changed thereafter. Application for checkoff of dues and initiation fees shall be made by individual employees on a form provided by the Union. The School District will give

dues authorization cards and a copy of the contract to personnel employed by the school system in categories defined in Section I-A of this Agreement.

G. If any provision of this Section is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

H. The District shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

I. The Union will indemnify and hold the District harmless against any claims made and against any suit instituted against the District on account of any checkoff of any payments pursuant to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.

II. GOVERNMENT LAWS AND REGULATIONS - SUCCESSOR CLAUSE:

A. This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

B. The parties hereto are informed and understand that the "Community College Complex" may be assumed subsequent to the date hereof by a Community College Board, and it is agreed that the School District will advise and transfer over to such successor board all of the provisions of this Agreement and the obligations thereunder applying to bargaining unit employees within the "Community College Complex."

It is the intent of the parties that the successor employer of those bargaining unit employees within the "Community College Complex" shall continue to recognize the Union herein and to fulfill all the existing terms of this collective bargaining Agreement as have and as will have application to the bargaining unit employees whose employment is within the "Community College Complex."

It is further understood and agreed that the terms and provisions of this Agreement shall be otherwise unaffected as between the parties hereto upon the assumption of the responsibility for the "Community College Complex" by the Community College Board.

III. VACANCIES, PROMOTIONS AND TRANSFERS:

A. Vacancy Posting:

When a vacancy occurs or a new position is established, a notice shall be posted at all schools describing the position and advising that applications will be accepted. (When school is not in session, the posting shall be sent by U.S. mail to all secretaries.) This notice shall specify the final date and hour for receipt of applications and shall allow a minimum of seven (7) working days. Salary classification and a brief description of the job duties shall be included. Each applicant from within the system shall be granted an interview and shall receive a letter of acceptance or the reason for rejection. When no applicants are deemed qualified as provided in Paragraph B of this Section, then the position may be filled by a new employee.

B. Promotions or Transfers within the Bargaining Unit:

Promotions or transfers within the bargaining unit shall be made on the basis of the following items:

1. Ability to perform the new job
2. Seniority

C. Reductions in Office Personnel Working Force:

1. When a reduction in the working force is necessary, secretaries shall be laid off in accordance with their seniority; that is the secretary with the least seniority shall be laid off first, etc.; provided that in the selection of secretaries for layoff, due consideration shall be given to the retention of secretaries who have the ability to perform the work. Laid-off employees shall be rehired in accordance with their seniority provided they have the ability to perform the work.

2. Notwithstanding any of the seniority rules contained herein, the Union President and the Chairman of the Grievance Committee shall, during their terms of office, be placed at the head of the seniority list, provided however, that this preferential seniority shall be only for the purpose of determining layoff and rehiring.

3. An employee whose job is abolished shall have the right to exercise her seniority and bump the junior employee in her classification whose job she has the ability to perform. If there are no jobs in her classification that she can perform, then she can exercise this right in a lower classification. Those displaced by bumping shall in turn have the right to exercise their seniority in a similar manner.

4. Regular employees who normally do not work during the summer months shall not come under the provisions of Paragraph C-1 of this Section for such months.

D. Notice of Layoff and Procedure for Rehiring:

Employees to be laid off shall be given two (2) weeks advance notice and copies of such notice shall be provided the President and Secretary of the Union. When secretaries who have been laid off are to be recalled, they shall be recalled in reverse order to the layoff. The Director of Personnel

will furnish the Union with the names of employees being recalled after the previously described layoff. When recalling a laid-off employee, the following steps shall be followed:

1. Telephone the employee to be recalled
2. Confirm the telephone conversation with a letter
3. If unable to reach by telephone, send a registered letter

E. Seniority:

Actual years of regular, continuous service from date of hire shall constitute the basis for seniority. A secretary shall lose her seniority if she:

1. Quits (resigns)
2. Retires
3. Is discharged and discharge is not reversed through the

grievance process of this Agreement.

Attached hereto and forming part of this Agreement is a chronological seniority list. The School District shall further provide the International Representative of the Union and the President and Secretary of Local 211-A a revised seniority list during October and April of each year.

F. Transfers:

Since frequent transfers of secretaries from one school to another are disruptive of effective administration and interfere with optimum secretarial performance, the parties agree that unrequested transfers of secretaries are to be minimized and avoided wherever possible.

G. Testing:

Tests shall be applied to new employees and to employees transferred to a higher paid classification if they have not been previously tested. Such tests shall be uniformly applied and shall be subject to review by the Union as to their fairness and applicability.

H. Temporary Help:

Any employee hired on a temporary basis shall not be employed for a period longer than ninety (90) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on Vacancy Posting. When a position is filled on a temporary basis, the President of Local 211-A shall be notified in writing within a forty-eight (48) hour period.

I. Substitute Help:

A substitute employed for extended periods due to leave of absence shall be considered as a temporary employee and paid on the probationary schedule and on the first regular wage step thereafter for the classification of the replaced employee. The time worked shall not be included to determine seniority unless the substitute is retained in a permanent position. Sick leave shall be prorated on the basis of the anticipated duration of employment in this status and shall be the only fringe benefit.

IV. COMPENSATION:

A. The classifications and salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such classification and salary schedule shall remain in effect during the term of this Agreement unless otherwise specified herein.

B. Any working time lost by the Grievance and Negotiating Committee shall be paid for by the School District.

C. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties and responsibilities of existing jobs. When a new job is established, or when changes in an existing job have resulted in a material change in the

duties and responsibilities of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Personnel within fifteen (15) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties and responsibilities of existing jobs have changed materially, the Union may take this up pursuant to the grievance procedure.

With the exception of the above, there shall be no change in classification, class title, or number of steps to reach maximum salary from those provided in Schedule A.

D. Payment will be made on a biweekly basis on alternate Fridays.

E. 1. Entrance Wage Rates:

Original appointment to any position shall be made at the minimum rate, except as provided by the provisions on probation, and advancement from the minimum rate within a salary or wage range shall be by successive steps. The Director of Personnel may approve initial compensation for a position at a

rate higher than the minimum rate in the range for the classification when the needs of the service make such action necessary; provided that such employee shall not be initially compensated above the third (3) step of the range.

2. Rate of Pay on Promotion or Upgrading:

In any case where an employee is promoted to a class with a higher pay range or the classification of her position is changed to a higher grade, the new rate shall be at the lowest rate in the higher range that will provide an increase of not more than ten (10) percent over the rate received immediately prior to such promotion or grade change; provided that in the case where the higher grade is only one above that of the former class, the increase shall not exceed five (5) percent. Subsequent advancement to the maximum rates shall be on the same basis as the contract allows all employees.

If an employee accepts a demotion or another position in the same classification, she shall retain her increment step in the new classification with no probationary period.

3. Probation:

(a) After initial appointment or promotion to a position in the classified service, the first thirty (30) working days shall be considered a period of probation (if the employee is so notified prior to the end of the thirty (30) day probationary period, the probationary period can be extended another thirty (30) working days). During the probationary period, the employee shall receive ten (10) cents per hour less than the base rate for that position. Seniority of a new employee shall be established at the end of the probationary period and shall commence as of date of hire.

(b) The School District shall be the sole judge of acceptance of new employees during the probationary period and no controversy

concerning tenure of these employees shall be deemed a grievance provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

4. Advancement in Base Range:

Should advancement be denied, the employee shall be entitled to review her status at a meeting with the Director of Personnel and the Grievance and Negotiation Committee.

5. Requirement as to Continuity of Service:

Service requirements for advancement within pay ranges and for other purposes as specified herein shall have the implication of continuous service, which means employment in the school's service without break or interruption of seniority.

V. HOURS OF WORK AND OVERTIME:

A. The normal workday shall be seven and one-half (7 1/2) hours per day. The normal workweek shall be Monday through Friday.

B. The School District will not require secretaries regularly to work in excess of such standard workweek.

C. The definition of a workyear for "11-month" secretaries shall normally be:

1. Two (2) weeks prior to the opening of school
2. The number of days school is in session
3. Two (2) weeks following the close of school

D. Twelve (12) month secretaries shall normally be scheduled for fifty-two (52) weeks.

E. Daily starting and ending time shall be established by the immediate supervisor.

F. All secretaries shall be entitled to a duty-free, uninterrupted lunch period. The length of the noon hour shall be not less than one-half (1/2) hour nor more than one (1) hour.

G. The secretaries shall be paid time and one-half (1 1/2) for all work approved by the immediate supervisor in excess of eight (8) hours in any twenty-four (24) hour period. All work performed on Sunday, as such, shall be paid for at double (2) time. All work performed on Saturday, as such, shall be paid for at time and one-half (1 1/2).

H. Fifteen (15) minute rest breaks may be taken, one each a.m. and p.m. Employees may not leave the building for this purpose without obtaining permission from the immediate supervisor.

I. Should secretaries of the Alpena Public Schools be hampered in fulfilling their duties as a result of weather, etc., they shall not be considered absent for a cumulative aggregate of fifteen (15) hours of such absence for each fiscal year.

VI. HOLIDAYS:

A. Employees whose workyear includes the following days shall receive their regular rate of pay for each of the holidays listed below on which they perform no work. Whenever any of the holidays listed below shall fall on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is observed by the teacher contract shall be observed as the holiday.

Good Friday	Labor Day	Christmas Day
Easter Monday	Thanksgiving Day	Day before New Year's Day
Memorial Day	Day after Thanksgiving	New Year's Day
Independence Day	Day before Christmas	

B. An employee shall be eligible for holiday pay under the following conditions:

1. She shall have worked her last scheduled workday prior to and her next scheduled workday following the holiday unless she is on vacation

or sick leave. In the event of sickness, a doctor's certificate may be required. If a holiday is observed on an employee's scheduled vacation, her vacation shall be extended one (1) extra day or she may receive an additional day of pay.

2. There shall be no holiday pay for an employee on suspension, unless later reinstated.

3. Should a secretary be required to work on a holiday, she shall receive two (2) times her hourly rate in addition to her holiday pay.

4. Secretaries who work eleven (11) months who are not working during the first week of July shall not be entitled to holiday pay for Independence Day.

5. The holiday shall count as a day worked in the computation of overtime.

VII. VACATIONS:

A. Twelve (12) month secretarial employees shall receive vacation with pay, or vacation pay, in accordance with the following schedule.

<u>Vacation Schedule 1973-74</u>		<u>Vacation Schedule 1974-75</u>	
1 - 3 years	10 working days	1 - 2 years	10 working days
4 years	11 working days	3 years	11 working days
5 years	12 working days	4 years	12 working days
6 years	13 working days	5 years	13 working days
7 years	14 working days	6 years	14 working days
8 years	15 working days	7 years	15 working days
9 years	16 working days	8 years	16 working days
10 years	17 working days	9 years	17 working days
11 years	18 working days	10 years	18 working days
12 years	19 working days	11 years	19 working days
13 years and over	20 working days	12 years and over	20 working days

1. Unused vacation time is not reimburseable. Vacation time need not be taken consecutively, but at various intervals. Secretaries may not accumulate vacation leave from one year to the next.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve (12) month period immediately following such determination (or June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.

3. A newly employed secretary shall have paid vacation leave for the first (1) year prorated on the basis of actual months worked in proportion to total months of the year. Days so accumulated shall be determined at June 30 of the first (1) year of employment and shall be used by such secretary within the twelve (12) month period immediately following such determination (after June 30).

4. However, earned vacation days may be taken by twelve (12) month employees prior to June 30 if approved by the Personnel Office.

B. Vacation for "11-month" employees will be prorated at eighty (80) percent of the above schedule.

1. Vacation time shall be taken when school is not in session or the secretary shall receive her unused vacation pay at the end of the school year.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve (12) month period immediately following such determination (or June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.

3. A newly employed secretary shall have paid vacation leave for the first (1) year prorated on the basis of actual months worked in proportion to total months of the year. Days so accumulated shall be

determined at June 30 of the first (1) year of employment and shall be used by such secretary within the twelve (12) month period immediately following such determination (after June 30).

C. Part time employees shall have vacation at their regular rate of pay prorated in accordance with the total hours worked.

D. A secretary who resigns, provided a letter of resignation was received by the Director of Personnel at least two (2) weeks prior to the effective date of resignation, does not forfeit her right to any unused earned vacation time and shall be paid for such time in her termination check.

E. In the event of death of any secretary, who at the time of her death was eligible for vacation leave under the above provisions, such secretary's vacation pay shall be paid to her heirs or estate.

F. If a regular payday falls during a secretary's scheduled vacation, she may request and receive her vacation pay on the scheduled payday preceding her vacation.

VIII. GRIEVANCE PROCEDURE:

A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this bargaining unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members.

C. Members of the Grievance and Negotiation Committee shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiating of contract.

D. The Union will keep the School District informed concerning current officers and representatives of Local 211-A.

E. 1. Step One:

Any secretary with a complaint should discuss this complaint with her immediate supervisor; a member of the Grievance and Negotiations Committee being present or absent at the option of the employee. If a member of the Committee was not present and the matter is still unresolved, then another meeting between the secretary and the supervisor with a member of the Committee shall take place to try to effect settlement.

If this meeting does not effect settlement within five (5) working days, then the grievance shall be reduced to writing and signed by the Committee Chairman who shall present it to the immediate supervisor for his or her written answer, which shall be given within one (1) working day. The School District's copy shall be left with the immediate supervisor.

2. Step Two:

Within seven (7) working days after receiving the written answer provided for in Step One, the Grievance and Negotiation Committee may process the grievance further by requesting a meeting with the Director of Personnel and the International Representative of the Union or their delegated representatives. They shall meet within ten (10) working days at a mutually designated location and try to resolve the matter. As soon as possible,

but within ten (10) working days after the conclusion of this meeting, the Director of Personnel shall, in writing, give his decision or position with respect to the grievance to the Union.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State Employment Relations Commission, requesting the assistance of a mediator. Notice of the grieving party's intent shall be given to the other party within ten (10) working days from completion of Step Two.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within forty (40) days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator.

(a) The arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

(b) The cost of such arbitration shall be borne equally by the School District and the Union and the decision of the arbitrator shall be final and binding on both parties.

F. In all steps of the grievance procedure described above, either the School District or the Union shall have the right to specify that the aggrieved employee or her immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the School District and the Union.

G. If either party, the School District or the Union, as such, files a grievance, it shall be introduced in Step Two of the Grievance procedure.

H. No monetary claim by an employee covered by this Agreement or by the Union against the School District shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

I. Whenever a Committeewoman finds it necessary to leave her regular work for the purpose of executing any phase of the grievance, she shall notify her immediate supervisor and shall be granted such leave provided there is no emergency insofar as her work is concerned. In any event, she shall be allowed to leave within a reasonable period of time.

J. Permission shall be granted to the International Representative of the Union to enter the schools for the purpose of representation upon notification to the building administrative office.

K. Failure of either party to observe the time limits as herein set forth shall constitute acceptance of the other party's position. Time limits may be extended by mutual consent.

L. A grievance may be withdrawn at any step by the Union or the Board without prejudice.

M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

N. Any grievant or participant shall not lose any salary compensation due to their participation in or use of the grievance procedure.

O. The Union reserves the right to submit more than one (1) grievance in any step of the grievance procedure.

IX. ABSENCES AND LEAVES:

A. Personal Sick Leave:

Upon employment, secretaries become eligible for fifteen (15) sick leave days to be used in case of personal illness during the first (1) year in the system. Commencing with the second (2) year, an additional sick leave allowance of fifteen (15) days will be granted each year. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave for employees working less than fifty-two (52) weeks will be prorated based on their scheduled year.

1. No employees of the Alpena Public Schools shall receive severance pay for unused sick leave days either upon retirement or upon termination of the contract as this is a protective benefit granted only to the employees, per se, of the Alpena Public School System.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees on leave without pay for additional days missed in excess of sick leave.

3. A record of cumulative sick leave shall be compiled and reported with the first check of the new contractual year.

4. Sick leave for new employees shall be prorated to June 30.

5. An employee on sick leave during a paid holiday (as listed under Section VI.) shall be paid for the holiday and it shall not be deducted as a day of sick leave.

6. Any secretary who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the School District the difference between the allowance under the Workmen's Compensation Law and their regular salary for the monetary value of their accumulated sick leave.

B. Emergency Absence:

Secretaries required to be absent because of an emergency illness of a member of the immediate family may draw the regular salary not to exceed four (4) days at any one time and shall be deducted from sick leave allowance.

The term immediate family shall be defined to include grandparents and grandchildren, father, mother, sister, brother, children, spouse, in-laws of the employee, step-sons or step-daughters, half-brothers or half-sisters and any dependents (as approved by the Internal Revenue Annual Financial Report) living within the household.

C. Bereavement Leave:

Secretaries absent from duty on days which they were scheduled to work for reasons related to the death of a member of the immediate family (as defined in Paragraph B) shall be paid their regular salary not to exceed five (5) days and are independent of sick leave and are not cumulative. In the event it becomes necessary for an employee to be absent more than once in one year because of bereavement, secretaries may draw a regular salary for an additional five (5) days which shall be deducted from accumulated sick leave. If sick leave is not sufficiently cumulative, they may be placed on leave without pay.

D. Jury Duty Leave:

A secretary shall be considered on leave of absence when called for or ordered to report for jury duty. The employee will receive her regular salary, if higher, in exchange for payment received from the court.

E. Witness Leave:

A secretary shall be considered on leave of absence when subpoenaed to attend court proceedings or to appear in court as a witness in any case connected with the school. The School District shall pay the difference, if any, between the per diem rate of the secretary and the amount received for services as a witness.

F. Conference Leave:

Secretaries may be released from regular duties for the purpose of attending area or regional conferences or secretarial workshops. Requests for such leaves must be made at least five (5) working days in advance to the Director of Personnel. Such leaves shall be paid for by the Board at the secretary's regular salary.

G. Personal Business Leave:

Personal business leave is provided for activities that require attention during a workday and are of such a nature that they cannot be attended to outside working hours. Personal business leave shall not be interpreted as being for vacation or recreational purposes. When an employee who has completed the probationary period finds need to take leave of her duties for personal business, she shall be granted one (1) day per year for this purpose upon the approval of her immediate supervisor. Twenty-four (24) hour notice of use of personal business leave is required, except that this requirement may be waived in case of emergency.

H. Leaves of Absence without Pay:

1. Union Leave:

In the event a secretary or secretaries are selected by this International Union to perform any task or accept any position or attend Union meetings or institutes which necessitate a leave of absence, they shall be granted such leaves of absence without pay or loss of seniority.

2. Personal Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for personal illness, either physical or mental.

3. Prolonged Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for prolonged illness of spouse, children or parents of the secretary.

4. Ten Day General Leave:

A secretary who has completed one (1) year of service may apply for a leave of absence of not more than ten (10) working days. This leave shall be without pay and without loss of seniority and can be taken consecutively with vacation time. Applications for this leave of absence shall be made to the immediate supervisor who will consider the needs of that office and attempt to arrange a schedule which will allow the leave of absence. The Director of Personnel shall receive prior notification.

5. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later than the third (3) month of pregnancy and shall indicate the length

of the requested leave. The approved leave shall become effective on the date requested as long as she can perform all the duties of her position and has on file in the Personnel Office a monthly letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s) and will sign a waiver of liability so that neither the Board or Local 211-A can be held liable for injury or disability to the infant(s) caused by her working beyond the third (3) month of pregnancy. Should these conditions not be met, then she will be immediately placed on maternity leave.

Notice of intention to return from leave must be sent in writing to the Personnel Office thirty (30) days prior to the intended return. Upon her return she shall present to the Personnel Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return, all benefits possessed at the time of the leave will be restored (seniority including the time on leave, accumulated sick leave, etc.).

Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for employees not on maternity leave, temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

6. Unauthorized and Unreported Absences:

All unauthorized and unreported absences shall be considered absence without leave and deduction of pay for the secretary shall be made for the period of absence. Such absences, if habitual or over three (3) successive workdays, may be made the grounds for disciplinary action by the Director of Personnel upon recommendation of the immediate supervisor.

7. Return from Leaves of Absence:

Leaves of absence for over one (1) year for Union Leave or Workmen's Compensation are made from the Alpena Public Schools and not from a specific position therein. The secretary will be reassigned to the same classification, or its equivalent, but not necessarily to the same school or building in which she had previously worked.

Return from lengthy approved leaves of absence must be requested by the secretary in writing to the School District or Director of Personnel not later than thirty (30) days prior to the termination of her leave. Failure to comply with this regulation shall be considered as a resignation and a forfeit of seniority rights.

8. Political Leave:

Leave may be granted to a secretary to accept appointment to serve as an elected public official for the remainder of that term (not to exceed three (3) years) without loss of seniority.

X. INSURANCE:

A. Hospital-Medical Insurance:

The School District will pay the approved carrier, Blue Cross - Blue Shield, for Blue Cross comprehensive hospital, semi-private riders D45NM, IMB/Blue Shield MVF-1, rider OB, rider DCCR, DC and 65 option exact fill and Master Medical option 3 per permanent office employee in accordance with the following schedule:

1973-74

(Effective July 1, 1973)

Fifty Dollars and Ninety-nine Cents (\$50.99) per month

Payments will be made throughout the fiscal year. These funds may not be used in any way other than the procurement of this insurance protection.

1974-75

(Effective July 1, 1974)

The dollar figure will be adjusted to give the same coverage as the 1973-74 contract.

B. Life Insurance:

The School District shall provide Term Life and Accidental Death and Dismemberment Insurance protection as follows:

1973-74 and 1974-75

(Effective September 1, 1973)

Four Thousand Dollars (\$4,000.00)

The insurance carrier shall be selected by the School District.

XI. RESIGNATIONS:

A. Any secretary desiring to resign shall submit a written resignation to the Director of Personnel at least two (2) weeks prior to effective date.

B. Any secretary who discontinues her services without proper notification shall forfeit her right to earned vacation time.

C. Any secretary who desires to be transferred to a supervisory or executive position and shall later return to a secretary status shall be entitled to retain such seniority rights as she may have obtained under this Agreement prior to such transfer to supervisory or executive status.

D. Any secretary who has resigned her position and at a later date is re-employed may, at the time of rehiring, be allowed up to four (4) years on the salary schedule for previous experience for the position. Such secretary shall be considered a probationary employee. One (1) year part-time experience shall be equated to one-half (1/2) year of experience, but temporary employment does not apply.

XII. DISCHARGE, DEMOTION AND DISCIPLINE:

When an employee is discharged or suspended, the School District shall immediately orally notify a member of the Grievance and Negotiation Committee. The School District shall also within twenty-four (24) hours notify in writing the Committee Chairman.

If the Union wishes to protest the discharge or suspension, it shall notify in writing the Director of Personnel within seven (7) days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discharge or suspension was made for proper cause. If notification of protest is given by the Union within seven days, it shall become a grievance and subject to the grievance procedure specified in Section VIII., Paragraph E (except Step One shall be eliminated). If the grievance procedure results in a decision favorable to the employee, she shall be entitled to reinstatement on her regular job. If the grievance is appealed to an arbitrator, then the arbitrator will have the authority to determine the amount of pay for time lost, if any.

XIII. MISCELLANEOUS:

A. Office equipment located at the employee's work station may be made available to employees for their reasonable use outside of working hours provided that prior arrangements have been made for the purchase of any school materials used and the Board shall not be held liable for any injury to the employee while using such equipment.

B. Secretaries who do banking and school errands for administrators shall be reimbursed for mileage on their personal cars at the rate agreed upon for all other school personnel.

C. When students are ordered to evacuate a building due to an emergency, all secretaries shall be included in the evacuation.

D. Persons who are excluded from the bargaining unit shall not perform bargaining unit work.

1. Notwithstanding the above, it is recognized that emergency deadlines as a result of law will occur in the payroll department. Supervisory help may be necessary in these situations.

2. The School District will endeavor to train additional personnel to assist in these emergency situations, thereby minimizing and eventually eliminating the necessity for supervisory help.

3. It is further understood that these emergency situations will not deprive any member of the bargaining unit of their normal scheduled working hours, nor is it the intent to deprive such member of overtime hours.

E. Copies of this Agreement shall be duplicated at the expense of the School District and presented to all secretaries now employed or hereafter employed by the School District during the duration of the Agreement.

F. Students on co-op programs or work-study programs shall be given assistance and direction as required and shall be considered supplemental to the work schedules of the school employees. If any employee or the Union feels that there is an infringement on bargaining unit work resulting in loss of hours or loss of personnel in the Unit, this may be taken up for discussion between the parties subject to the grievance procedure.

G. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not, without their consent, be assigned non-secretarial work.

H. A secretary required to submit to a skin test or an X-ray for tuberculosis will be granted reasonable time off without loss of pay to obtain such examinations.

I. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

J. Salary steps within each category are based upon one (1) year. Persons employed between July 1 and December 31 shall be given credit for that fiscal year. Persons employed between January 1 and June 30 shall remain on that step through the following fiscal year. All salary steps are effective for a complete fiscal year which extends from July 1 through June 30.

XIV. TERMINATION CLAUSE:

The terms of this Agreement shall become effective as of July 1, 1973, except as otherwise noted, and continue until July 1, 1975. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

The parties hereto agree to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed or national origin.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, this ____ day of _____, 1973.

NEGOTIATIONS COMMITTEE FOR THE ALPENA
PUBLIC SCHOOL DISTRICT

UNITED STEELWORKERS OF AMERICA, AFL-
CIO-CLC

William Beach

I. W. Abel

Norman E. Foster

John S. Johns

Stewart Olmstead

Walter J. Burke

BOARD OF EDUCATION OF ALPENA AND PRESQUE
ISLE COUNTIES, MICHIGAN

Charles G. Younglove

By: _____
Frederick I. Eggan

Robert W. Kurtz

And By: _____
Marjorie E. Cogswell

Bernice Ferguson

Mary Patterson

Joyce Piper

SCHEDULE A 1974-75

The second year wage schedule will be the only reopener
for the second year of this contract.

SENIORITY LIST

	<u>Name</u>	<u>Hiring Date</u>
1.	Weise, Marjorie	July 3, 1955
2.	Eva, Florence	April 14, 1958
3.	Fulkerson, Laura	December 15, 1961
4.	Ludwig, Geraldine	November 1, 1962
5.	Taylor, Clara	June 1, 1963
6.	Domrase, Faye	June 10, 1963
7.	Cooper, Dixie	August 5, 1963
8.	Taylor, Lila	September 25, 1963
9.	Rifenberg, Grace	June 15, 1964
10.	Steinke, Mary	August 17, 1964
11.	Adrian, Judi	August 17, 1964
12.	Nelson, Rita	August 24, 1964
13.	Wells, Julie	September 1, 1964
14.	Piper, Joyce	December 13, 1965
15.	Genschaw, Grace	January 26, 1966
16.	Ryther, Joyce	April 1, 1966
17.	MacArthur, Virginia	August 17, 1966
18.	Mainville, Marjorie	March 21, 1967
19.	Christopherson, Candace	August 14, 1967
20.	Weide, Laurine	August 14, 1967
21.	Surbrook, Dorothy	October 30, 1967
22.	Cole, Grace	November 10, 1967
23.	Straley, Vivian	November 14, 1967
24.	Libka, Sandra	November 14, 1967
25.	Patterson, Mary	February 26, 1968
26.	Ritzler, Suzette	August 26, 1968
27.	Dault, Wilma	September 10, 1968
28.	Quinn, Ruth	July 28, 1969
29.	Hahn, Jacqueline	August 18, 1969
30.	Pollex, Diane	August 18, 1969
31.	O'Brien, Mary Sue	September 29, 1969
32.	Marshall, Linda	December 1, 1969
33.	Stoldt, Grace	March 25, 1970
34.	Benoit, Miriam	July 20, 1970
35.	Schultz, Inez	July 21, 1970
36.	Socia, Karen	October 13, 1970
37.	Ferguson, Bernice	October 26, 1970
38.	Foster, Gayle	November 24, 1970
39.	Kroll, Ann	August 16, 1971
40.	Owen, Betty	November 1, 1971
41.	Goodrich, Beverly	November 15, 1971
42.	Ouellette, Frieda	November 15, 1971
43.	Allbritten, Ruth	August 15, 1972
44.	Tadajewski, Sandra	August 21, 1972
45.	Hamp, Anna Marie	August 24, 1972
46.	Beatty, Gladys	September 5, 1972
47.	Hunt, Margaret	February 15, 1973
48.	Miks, Gloria	March 14, 1973
49.	Kaiser, Nancy	March 19, 1973
50.	Sabourin, Mary Pat	March 27, 1973
51.	Story, Mary	July 31, 1973
52.	Liske, Alene	August 9, 1973
53.	Maciejewski, Anita	August 14, 1973