

6-30-73

Ann Arbor

MASTER AGREEMENT

for

THE ANN ARBOR BOARD OF EDUCATION

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

This Agreement entered into this first day of July, 1972, by and between the BOARD OF EDUCATION of the City of Ann Arbor, Michigan, hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all non-hourly educational secretaries and personnel engaged in secretarial and clerical work in the Ann Arbor Schools and Public Library, excluding secretary to the superintendent, secretary to the assistant superintendent for personnel, secretary to the director of employee relations, secretary to Board of Education and various councils, secretary to the assistant to the superintendent, secretaries to the

Personnel Office
Ann Arbor Public Schools
2555 South State
Ann Arbor, Mich. 48104

deputies, secretaries to assistant superintendent for finance and director of finance, executive assistants and all supervisors. All personnel 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 organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the President of the Union, the President and the Secretary of the Board of Education of the Public Schools of the City of Ann Arbor, Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Board.

ARTICLE II

Union Security

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. (The parties recognize that the following provision has been declared null and void by a court of final jurisdiction and agree that said provision shall not become operative and enforceable until it shall subsequently be permitted by law and the parties have had an opportunity to adjust the language as may then be appropriate.) All employees in the bargaining unit recognized by this contract shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that

paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present employees such payments shall commence with the first pay 31 days after the effective or execution dates hereof, whichever is later, and for probationary employees with the first pay 61 days after the date of employment.

C. If any provisions of this Article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State and City Law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.

(1) Amount of initiation fee and dues will be certified to the Board by the Secretary-Treasurer of the Union.

(2) Those sums paid by the employees who elect not to join the Union, the equivalent of initiation fees and monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues and initiation fees.

(3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Board.

E. The Union agrees to save the Board harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.

F. In the event that an authorization to deduct is not signed by a secretary, the services of such secretary shall be discontinued 30 days after notice of the fact

is given to the Board if the secretary has not made such an authorization by that time. Back dues shall not be imposed upon secretaries for a period prior to notification of the Board by the Union that the secretary has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Union and its members may make reasonable use of Board of Education equipment, so long as such use does not interfere with the operation of the Board of Education. The Union may post notices on any bulletin board ordinarily designated for Union use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Union to process any grievance or complaint.

ARTICLE III

Board Rights

A. The Union recognizes that the Board is legally responsible for the operation of the entire public school system within the boundaries of the School District of the City of Ann Arbor, and that under Michigan Law the Board has the necessary authority to discharge all of its responsibilities. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction, acquisition, and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and term-

ination of staff members, and establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide their qualifications.

B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect or as they may be made or revised from time to time and uniformly applied.

C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

ARTICLE IV

Hours of Work

A. The normal work day shall be eight hours per day. The normal work week shall be forty hours per week, Monday through Friday. The only exception to this is the Ann Arbor Public Library employees whose normal forty hour work week may include Saturday work.

B. The Board recognizes the principle of a standard forty hour work week and will set work schedules and make work assignments which can reasonably be completed either within or outside of any school building.

C. Any secretary authorized by her supervisor to work beyond the normal eight hour day or the normal forty hour week shall be compensated in overtime pay. The rate of pay shall be one and one half times the hourly rate of the particular secretary involved according to her current rate. (Fifteen to thirty minutes constitutes one half hour of overtime work and thirty-one to sixty minutes constitutes one hour of overtime work.)

- D. All secretaries shall be entitled to a duty free uninterrupted lunch period.
- E. Secretaries who work an eight hour day will be provided a fifteen minute relief period in the morning and in the afternoon. Secretaries who work up to six hours per day will be provided one fifteen minute relief period.
- F. Except as otherwise provided, any secretary requested to work on a holiday, Sunday, or Good Friday afternoon shall be compensated in overtime pay. The rate of pay shall be two times the hourly rate of the particular secretary involved according to her current rate.
- G. Absence caused by accidents or inclement weather, making, in the reasonable opinion of the Board, transportation extremely hazardous, will not be treated as a deduction if the employee reports prior to noon. If the employee reports sometime during the afternoon, a deduction of one half day will be made.
- H. For any less than twelve month personnel, in case of a change in the reporting date of an employment year the Board shall, by certified mail or other provable means of delivery, a) give at least thirty days notice if the date is earlier than previously set, b) give at least two weeks notice if the date is postponed. In case of a change of terminal date of an employment year for any less than twelve month personnel, the Board shall a) give at least thirty days notice if the year is to be extended, b) give at least two weeks notice if the year is to be shortened. In the event of imposition of either "a)" above, however, the Board may, if timely notice cannot be given, resort to temporary outside help when members of the bargaining unit cannot make themselves available, such outside help to be used only for the portion of that time that the secretary cannot be available.

ARTICLE V

Work Loads and Assignments

- A. The primary responsibility of the secretary shall be in the performance of

secretarial or clerical duties as reasonably so defined or in the past practiced, and except in cases of emergency secretaries shall not be assigned work normally the responsibility of non-secretarial personnel. Secretaries shall not be required to assume responsibilities of certified or licensed personnel.

B. The Board shall take all reasonable measures to equalize work assignments and work loads. At the elementary level, the ratio of secretarial help to pupil enrollment as of the official enrollment date shall be as follows: one secretary to 500 pupils, one and one-half for 501 to 750 pupils, and two secretaries for over 750 pupils. At the junior high level there shall be a minimum of three full time secretaries for an enrollment of 1,000 pupils as of the official enrollment date. At the senior high the number of secretaries employed shall be determined by the demands of the program, but in no instance shall the ratio be less than three secretaries per 1,000 pupils. The American Library Association standards shall be used as a guide for determining the number of non-professional library personnel.

C. Under no circumstances will a secretary be required to work as the sole occupant of the building, but salary will be forfeited for hours lost.

ARTICLE VI

Compensation

A. The salaries of secretaries covered by this Agreement are set forth in Appendix A, in accordance with job classifications in Appendix B. Each secretary shall advance through the Salary Schedule by yearly steps. Such Salary Schedule shall remain in effect during the term of this Agreement, from July 1, 1972 through June 30, 1973.

B. Hourly rates of pay for each secretary covered by this Agreement are shown in attached Appendix A.

C. Less than 12 month secretaries shall choose from one of the following options for pay:

1. Secretaries shall receive their yearly salary in twenty-one or twenty-two pays.

2. Secretaries shall receive their yearly salary in twenty-six or twenty-seven pays.

D. All secretaries must notify the payroll office of their choice of options by 5:00 P.M. of the Friday of the second week of employment. There shall be no deviation from this policy following the above stated time for notification, nor shall payment of money accumulated for the summer checks for those choosing the longer pay schedule be made other than on the schedule as printed in Appendix C. Personnel not having made the choice of option by the above deadline shall be automatically placed on the longer pay date schedule.

E. Paid legal holidays covered by this Agreement are shown in Article XVII.

F. Salary deduction for time lost shall be computed as follows: the secretary's hourly rate of pay multiplied by the actual working hours lost.

G. The Board agrees to release two secretaries (to be delegated by the Union) to attend the annual State Meeting of Michigan Association of Educational Office Personnel without loss of salary. Two secretaries (to be delegated by the Union) shall be released to attend the Annual Work Conference for Educational Secretaries without loss of salary. The Board shall also release two non-professional library employees (to be delegated by the Union) to attend the Michigan Library Association meeting without loss of salary.

H. Reimbursement for the above meetings shall not exceed three days salary for each secretary at her current hourly rate.

I. Longevity payments will be made to all employees covered by this Agreement according to the following schedule based on years of accumulative service with the Ann Arbor Public Schools:

1. All employees with ten to fifteen years of service shall receive an additional ten cents per hour above base salary.

2. All employees with fifteen plus years of service shall receive an additional twenty cents per hour above base salary.

ARTICLE VII

Stewards

The Board recognizes the right of the Union membership to elect from the seniority list a Chief Steward, whose duties and responsibilities shall include the investigation and presentation of grievances with the Board and/or its representatives. To facilitate the discharge of said duties and responsibilities the Board agrees to permit release from employment duties of up to one half of each working day. The Chief Steward will arrange with her supervisor whether or not the A.M. or P.M. will be most convenient for this release time but otherwise the Board shall impose no restrictions on the use thereof. The Board may, however, and at its option, hire temporary, hourly help to the extent necessary to insure that the employment work of the Chief Steward shall be completed and fulfilled, but the job assignment of the Chief Steward shall remain unchanged.

ARTICLE VIII

Vacancies, Promotions, and Transfers

A. Promotions and transfers within the bargaining unit shall be made on the basis of seniority, qualifications and personal interview. Standardized skill tests will be available for all applicants. For non-personal secretarial positions in Categories I, II, III and IV, where qualifications are met seniority shall determine appointment. For Category V and VI positions, seniority and qualifications shall be weighted and in case of relative equality, the appointment shall be determined by the results of the personal interview.

Job vacancies will be posted in a conspicuous place, for a period of (5) working days, in each operating building, prior to interviewing outside applicants. During the summer months, notices shall be posted on bulletin boards in all

buildings where there are twelve month secretaries. In addition, during this period a copy of any such notice shall be sent to the Chief Steward, who may request more copies if the Union has use for them. Secretaries interested shall apply within the five (5) working day period to require consideration.

The secretary appointed or transferred shall be granted up to a maximum sixty (60) day trial period to determine her desire to remain on the job and her ability to perform the job. During the sixty (60) day trial period, the secretary shall have the opportunity to revert back to her former position, or if the secretary is unsatisfactory (or the secretary is to be bumped as per the immediately preceding) the Board shall revert her to her former position. In the latter instance the Board shall apprise the secretary and the Union of the reasons for such reversion. In case of reversion for any reason save being bumped, the secretary shall not be entitled to promotion, down-grade or transfer for a period of six succeeding months.

B. Any applicant denied promotion, down-grade or transfer shall receive notice thereof and reason therefore, and a copy shall be forwarded to the Union.

C. Upon promotion and during the trial period, secretaries will receive the next rate of pay which reflects a pay increase in the higher classification.

D. Secretaries required to work temporarily for a period of more than four consecutive hours in a higher classification shall be paid the rate of the higher classification as listed in sub Article C for the first thirty days, after which they shall be paid on their current step in the higher classification.

E. Secretaries who have been promoted to a higher salary grade will be upgraded on the same step. All increases will be based on date of hire.

F. Whereas the frequent transfer of secretaries from one position to another may be disruptive of effective administration and interfere with optimum secretary performance, both parties agree that transfers of secretaries are to be kept at a minimum and avoided whenever possible. Transfers might occur for

reasons of promotion, economy, reduction in enrollment or opening of new buildings.

ARTICLE IX

Discharge, Demotion and Discipline

A. If a supervisor is dissatisfied with the on the job performance of a secretary, he shall meet with that secretary with regard to that problem. The secretary may, if she so desires, have a Union representative present at that session.

B. No secretary shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause. Any such discharge, discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to step 2 of the Grievance Procedure. Should the Grievance Procedure determine that an injustice has been done a secretary, the secretary shall be reinstated to her former position or to a like or similar position in the bargaining unit at the discretion of the affected employee and compensated fully for time lost including all wages and benefits.

C. All secretaries shall be entitled to representation by the Union in all matters referred to in Section B.

D. Administrative actions which result in suspension or discharge of a secretary shall be immediately subject to Step 2 of the Grievance Procedure.

ARTICLE X

Layoff and Recall

In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

- 1) Any employee whose job has been eliminated may bump any less senior employee in her pay grade or any less senior employee in a lower pay grade. Pay grade shall mean category and length of work year (e.g., C:VI, 12 months bumps C:VI, 10 months bumps CV, 12 months).

- 2) Any employee so bumped may bump by similar procedure until all jobs have been filled.
- 3) Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in her previous category or below, shall be notified by the Board of all such subsequent vacancies, and shall be granted five (5) days to make application in accordance with Article VIII, A. Failure of said employee to accept a job vacancy within a year shall, absent a mutually agreed to extension, result in her termination. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
- 4) No employee shall be entitled to bump into a position for which she has not the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.
- 5) Seniority shall be bargaining unit seniority.
- 6) Part time employees shall be laid off first and in order of reverse seniority equivalent (if possible) in hours to the job eliminations and reduction in force. To the extent that the nature of the remaining available work reasonably permits, part time jobs will then be combined into full time positions. Part time shall be defined as anything less than thirty (30) hours per week.
- 7) The Board will notify in writing each employee whose position is being eliminated and simultaneously apprise the Union. Employees being laid off will receive at least two weeks notice, except that posting of job eliminations shall constitute notice to part time employees.
- 8) Employees who accept job assignments in special projects shall not be entitled to bumping rights under this provision but shall be placed on the preferred eligibility list.

B. Recall shall occur in order of reverse seniority for the pay grade of the vacancy or above. Secretaries being recalled shall by certified mail (to the last known address) or by other provable means of delivery be notified of vacancies in their previous pay grade or below and be entitled to ten (10) calendar days in which to notify the Personnel Office of their willingness to accept the positions available. Failure to so notify shall be considered a quit, provided any secretary may elect placement on the preferred eligibility list (above) instead.

ARTICLE XI

Resignation

- A. Any secretary desiring to resign shall submit her resignation in writing to her supervisor a minimum of two (2) weeks, or ten (10) working days, prior to the effective date of resignation.
- B. Any secretary who resigns after one year of service shall not forfeit her right to earned vacation time.
- C. Upon resignation, a secretary who has been employed by the Ann Arbor Public Schools for a minimum of ten years, shall not forfeit her sick leave pay benefits.
- D. Any secretary who discontinues her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workmen's Compensation within the Michigan State law, and any other rights and privileges which may have been granted by the Ann Arbor Board of Education to its employees.
- E. Secretaries hired for a special project funded by the State or Federal Government will not be retained beyond the duration of the project. However, if a position is available at the end of the project, they shall be entitled to apply in accordance with Article VIII.

ARTICLE XII

Sick Leave and Leave of Absence

A. Sick Leave

1. Each secretary shall be entitled to accumulative sick leave at the rate of one day per month of employment through the first ten years of employment, one and one-half days per month of employment through the second ten years of employment, and two days sick leave per month thereafter. A maximum of 200 days may be accumulated. At the retirement or resignation of the secretary, or at the death while with the Board, and after ten consecutive years of employment with the Ann Arbor Public Schools, one-half of the remaining accumulated sick leave shall be paid, at the current hourly rate, to the secretary or her estate. Sick leave may be used for personal illness or injury, physical examination, medical or dental appointments, illness or injury in the immediate family or of persons for whom the secretary has direct and continuing responsibility, death of persons closely associated with the secretary.

2. Sick leave credits accumulated by any secretary during previous employment with the Board shall be recognized upon reemployment.

3. Annual credit may be used before earned for sick leave in a given year in anticipation of the completion of the year.

B. 1. Each secretary shall be allowed three days off with pay each year for her personal business affairs, the first of which days (and only the first) shall not be charged against accumulated sick leave. The secretary need not disclose the nature of the personal business or affairs involved unless the request is for the working day immediately prior or subsequent to a holiday or vacation, in which case leave will be granted only for provable emergency.

2. Leave of absence with pay shall be granted for jury duty. The Board shall pay the difference between the secretary's normal rate of pay and monies received for jury duty.

3. After one year, a secretary qualifies for a leave of absence. Leave of absence without pay may be granted for a reasonable period, not to exceed one year without loss of seniority, for:

- a. serving in any elected or appointed position.
- b. illness (physical or mental).
- c. prolonged illness in the immediate family.
- d. pregnancy or adoption of a child.
- e. other justifiable causes approved by the Assistant Superintendent for Personnel.

Such leave may be extended for like cause.

4. Any benefits under the provisions of this Agreement which would otherwise accrue to a secretary shall be suspended during her leave of absence. Upon return to work, if after six months, her seniority date of hire shall be altered to appropriately reflect the absent time.

5. Upon written notification of intent to return from the approved leave the secretary shall be entitled to the first available job in her previous pay grade or below. Refusal to accept the first such available job shall result in her placement on the preferred eligibility list.

6. Military leave of absence without pay shall be granted to any secretary who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. A secretary on return from military leave shall be given a maximum of three years credit on the salary schedule for military service.

ARTICLE XIII

Retirement

- A. As established by appropriate statutes a secretary shall be retired by the Board upon reaching sixty-five years of age.
- B. The Board may approve an extension of employment beyond this established age of sixty-five.

ARTICLE XIV

Health & Welfare

- A. The Board shall provide for all secretaries year-round Full Family Hospital-Surgical coverage, including Major Medical, either Blue Cross-Blue Shield MVFII, or a plan similar or equivalent.
- B. Secretaries shall be given the opportunity to undergo tests, including x-ray if necessary, required of public employees by state law for the detection of tuberculosis. The Board shall bear the cost of such tests.

ARTICLE XV

Workman's Compensation

If a secretary is injured on the job and becomes eligible for compensation under the Workman's Compensation Act, she may choose one of the following options:

- a. The benefit for which she is eligible under the act with no deduction from sick leave days.
- b. The benefit for which she is eligible under the act supplemented by the difference necessary to equal her regular salary which difference shall be charged against her accumulated sick leave days on a pro-rated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XVI

Continuing Education

Any secretary may enroll in any one established course of her choice per semester in the Ann Arbor Public Schools Continuing Education Program on a non-fee basis. The secretary shall, however, pay any charges for materials used.

ARTICLE XVII

Holidays and Vacations

- A. The following holidays shall be granted with pay to twelve month employees in the bargaining unit: New Year's Day, Good Friday afternoon, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the last working day before Christmas, Christmas Day, and the last working day before New Year's Day.
- B. Each secretary shall receive pay only for those holidays that fall within her employment year. Should such a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- C. Library personnel who cannot take the above stated holidays shall be granted compensatory vacation time.
- D. All twelve month secretaries shall receive a paid vacation allowance of one and two-thirds days per month of employment.
- E. All less than twelve month secretaries shall receive a paid vacation allowance of two days during the 1972-73 school year to be arranged with her supervisor.
- F. Any contractual secretaries working on a regular schedule of less than eight hours per day or forty hours per week shall earn vacation leave with pay pro-rated on the basis of actual hours worked.
- G. Vacation time may not be taken before it is earned.

H. Vacation leave shall be scheduled with particular regard to seniority of employees, in accord with smooth and efficient operating requirements and, insofar as practicable, according to the desires of the secretary. When scheduled in compliance with this, a secretary may use all of her earned vacation allowance at one time.

I. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, a secretary shall receive any unused vacation allowance at the rate of pay received by her at the time the allowance is earned.

ARTICLE XVIII

Negotiation Procedures

A. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries covered by this agreement.

B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating 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 the Board and the Union. Both parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.

D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.

ARTICLE XIX

Grievance Procedure

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. For the purpose of the Agreement, a "grievance" is defined as a problem or complaint submitted by a secretary in the bargaining unit involving a violation and/or interpretation of any provision of this contract. As used in this Article, the term "secretary" shall mean, also, a group of secretaries having the same grievance. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward or both, and the immediate supervisor and/or his building principal or division head.

Step 2. If the grievance is not settled in Step 1, the Union may, within fourteen (14) days reduce the grievance to writing on the regular grievance form provided by the Local Union and deliver same to the designated Employer representative as request for a meeting between Union representatives and the representatives of the Board to review the matter. Such meeting will be held within fourteen (14) days from date of said written request and the Employer will render its decision within fourteen (14) days thereafter.

Step 3. In the event that the grievance is not satisfactorily settled at Step 2, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

C. In the event a Grievance is upheld as a result of Arbitration, no claim for back pay or other benefit based thereon shall exceed the pay and other benefits to which the Grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

D. Any grievance not appealed from Step 2 within fourteen (14) days shall be deemed settled on the basis of the earlier response. This and all other time limits, however, may be extended by mutual consent of the parties.

ARTICLE XX

Classification of Position

Prior to permanent filling of any newly authorized position, the Board shall notify the Union of its intent and the classification proposed therefore. Should the Union decline to agree to the proposed classification, and should informal attempts to secure mutuality of opinion fail, the Union may, within five (5) days of receipt of such aforementioned notice, subject the issue to the formal grievance

procedure and any secretary subsequently hired for the position shall be so advised of the dispute. Changes in current classifications caused by alterations in duties or responsibilities and/or required skills shall be treated in a same manner, except that no incumbent secretary shall suffer a reduction in pay or category, though she may for such proper cause be transferred involuntarily to an available alternative position.

ARTICLE XXI

Miscellaneous Provisions

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, or marital status or membership in, or association with, the activities of the Union.
- B. Telephone facilities shall be made available to secretaries for their reasonable use. Secretaries shall limit their personal calls during working hours. Except for space reserved by designated title, parking will be provided to secretaries on the same basis it is provided to any other group of employees at the same facility.
- C. Supervisors or employees not covered by this agreement shall not perform work normally performed by such bargaining unit personnel to the extent of displacing or causing a reduction of normal hours or earnings of such secretaries; but neither this provision, nor any other in this agreement, shall in any way be construed to guarantee, promise or indicate any entitlement to overtime work, which same shall remain the exclusive province of the Board to determine and assign.
- D. Individual statements shall designate salary, category, and dates of employment for the following year and shall be delivered within thirty (30) days after ratification of the Union's Master Agreement.
- E. This Agreement shall supersede any rules, regulations or practices of the

Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual statements heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. The following policy will be observed when hiring new secretarial employees:

(after being posted by the employer)

1. An applicant with no previous experience shall be hired at Step 1.
2. An applicant with one year of previous experience may be hired at Step 2.
3. An applicant with two years of experience may be hired at Step 3.
4. An applicant with three years of experience may be hired at Step 4.
5. An applicant with four years of experience may be hired at Step 5.
6. The Board may exceed this requirement in the event no qualified personnel are available and provided it has notified the Union of its impending need to so exceed the experience limitation. If the need should indicate a reclassification or excession beyond experience credit, the Board shall repost the position.
7. Full credit will be given for previous secretarial/clerical experience within the bargaining unit in the Ann Arbor Public Schools.

G. All new secretarial employees will serve a sixty (60) day probationary period. The terms and conditions of this agreement shall not apply to probationary employees. The probationary period may, at the discretion of the Assistant Superintendent for Personnel, be extended up to an additional thirty days, if necessary to permit the probationary secretary time to comply with the requirement to furnish all necessary documents needed in the Personnel Office. At the end of the probationary period the secretary shall receive credit for sick days and vacation time from the date of hire.

H. A twelve month secretary must be employed for a minimum of six (6) months prior to August 1, to qualify for the next pay increment. A less than twelve

month secretary must be employed by the first day of the second semester to qualify for the next pay increment.

I. By mutual consent of both parties any section of this Agreement may be reopened prior to the ending date.

J. Copies of this Agreement shall be provided at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.

K. If any provision of this Agreement or any application of the Agreement to any secretary or group of secretaries 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.

L. The Board shall notify, in writing, the Chief Steward of the Union of any new hires into the bargaining unit positions, or terminations from same, within ten (10) days of such occurrence. The Board shall provide to the Chief Steward of the Union an up-to-date chronological seniority list, including job classifications, salary category, and step, during October and April of each year.

M. All appendices shall be considered a part of this Agreement.

ARTICLE XXII

Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in effect for one year until the 30th day of June, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
President

By _____
Secretary

Date _____, 1973

Teamsters State, County and Municipal
Workers, Local 214

By _____
President

APPENDIX A

SALARY SCHEDULES

MADE IN U.S.A.
FORM 100
MAY 1962 EDITION

SECRETARIAL-CLERICAL SALARY SCHEDULE (A)

Ann Arbor Public Schools

1972-1973

(4.5 + .55% of Increment. To be used for negotiations)

Classi- fication	Step	Hourly Rate	12 Mos. 2080 Hrs.	10+ Mos. 1724 Hrs.	10 Mos. 1644 Hrs.	9+ Mos. 1596 Hrs.	9 Mos. 1556 Hrs.
C-I	1	2.77	5,761.60	4,775.48	4,553.88	4,420.92	4,310.12
	2	2.83	5,886.40	4,878.92	4,652.52	4,516.68	4,403.48
	3	2.93	6,094.40	5,051.32	4,816.92	4,676.28	4,559.08
	4	3.04	6,323.20	5,240.96	4,997.76	4,851.84	4,730.24
	5	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	6	3.25	6,760.00	5,603.00	5,343.00	5,187.00	5,057.00
	7+	3.46	7,196.80	5,965.04	5,688.24	5,522.16	5,383.76
		3.61	7,508.80	6,223.64	5,934.84	5,761.56	5,617.16
C-II	1	2.87	5,969.60	4,947.88	4,718.28	4,580.52	4,465.72
	2	2.93	6,094.40	5,051.32	4,816.92	4,676.28	4,559.08
	3	3.04	6,323.20	5,240.96	4,997.76	4,851.84	4,730.24
	4	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	5	3.25	6,760.00	5,603.00	5,343.00	5,187.00	5,057.00
	6	3.35	6,968.00	5,775.40	5,507.40	5,346.60	5,212.60
	7	3.59	7,467.20	6,189.16	5,901.96	5,729.64	5,586.04
7+	3.76	7,820.80	6,482.24	6,181.44	6,000.96	5,850.56	
C-III	1	3.03	6,302.40	5,223.72	4,981.32	4,835.88	4,714.68
	2	3.09	6,427.20	5,327.16	5,079.96	4,931.64	4,808.04
	3	3.20	6,656.00	5,516.80	5,260.80	5,107.20	4,979.20
	4	3.30	6,864.00	5,689.20	5,425.20	5,266.80	5,134.80
	5	3.40	7,072.00	5,861.60	5,589.60	5,426.40	5,290.40
	6	3.53	7,342.40	6,085.72	5,803.32	5,633.88	5,492.68
	7	3.80	7,904.00	6,551.20	6,247.20	6,064.80	5,912.80
7+	3.97	8,257.60	6,844.28	6,526.68	6,336.12	6,177.32	
C-IV	1	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	2	3.20	6,656.00	5,516.80	5,260.80	5,107.20	4,979.20
	3	3.30	6,864.00	5,689.20	5,425.20	5,266.80	5,134.80
	4	3.40	7,072.00	5,861.60	5,589.60	5,426.40	5,290.40
	5	3.51	7,300.80	6,051.24	5,770.44	5,601.96	5,461.56
	6	3.63	7,550.40	6,258.12	5,967.72	5,793.48	5,648.28
	7	3.93	8,174.40	6,775.32	6,460.92	6,272.28	6,115.08
7+	4.13	8,590.40	7,120.12	6,789.72	6,591.48	6,426.28	
C-V	1	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	2	3.30	6,864.00	5,689.20	5,425.20	5,266.80	5,134.80
	3	3.40	7,072.00	5,861.60	5,589.60	5,426.40	5,290.40
	4	3.51	7,300.80	6,051.24	5,770.44	5,601.96	5,461.56
	5	3.63	7,550.40	6,258.12	5,967.72	5,793.48	5,648.28
	6	3.79	7,883.20	6,533.96	6,230.76	6,048.84	5,897.24
	7	4.09	8,507.20	7,051.16	6,723.96	6,527.64	6,364.04
7+	4.28	8,902.40	7,378.72	7,036.32	6,830.88	6,659.68	
C-VI	1	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	2	3.42	7,113.60	5,896.08	5,622.48	5,458.32	5,321.52
	3	3.58	7,446.40	6,171.92	5,885.52	5,713.68	5,570.48
	4	3.74	7,779.20	6,447.76	6,148.56	5,969.04	5,819.44
	5	3.89	8,091.20	6,706.36	6,395.16	6,208.44	6,052.84
	6	4.08	8,486.40	7,033.92	6,707.52	6,511.68	6,348.48
	7	4.40	9,152.00	7,585.60	7,233.60	7,022.40	6,846.40
7+	4.60	9,568.00	7,930.40	7,562.40	7,341.60	7,157.60	

SECRETARIAL-CLERICAL SALARY SCHEDULE (B)
Ann Arbor Public Schools

(1971-1972 Salary Schedule + 4.5% Increase. Effective 7/1/72 through 1/14/73)

Classi- fication	Step	Hourly Rate	12 Mos. 2080 Hrs.	10+ Mos. 1724 Hrs.	10 Mos. 1644 Hrs.	9+ Mos. 1596 Hrs.	9 Mos. 1556 Hrs.
C-I	1	2.77	5,761.60	4,775.48	4,553.88	4,420.92	4,310.12
	2	2.87	5,969.60	4,947.88	4,718.28	4,580.52	4,465.72
	3	2.98	6,198.40	5,137.52	4,899.12	4,756.08	4,636.88
	4	3.08	6,406.40	5,309.92	5,063.52	4,915.68	4,792.48
	5	3.19	6,635.20	5,499.56	5,244.36	5,091.24	4,963.64
	6	3.29	6,843.20	5,671.96	5,408.76	5,250.84	5,119.24
	7	3.61	7,508.80	6,223.64	5,934.84	5,761.56	5,617.16
C-II	1	2.87	5,969.60	4,947.88	4,718.28	4,580.52	4,465.72
	2	2.98	6,198.40	5,137.52	4,899.12	4,756.08	4,636.88
	3	3.08	6,406.40	5,309.92	5,063.52	4,915.68	4,792.48
	4	3.19	6,635.20	5,499.56	5,244.36	5,091.24	4,963.64
	5	3.29	6,843.20	5,671.96	5,408.76	5,250.84	5,119.24
	6	3.40	7,072.00	5,861.60	5,589.60	5,426.40	5,290.40
	7	3.76	7,820.80	6,482.24	6,181.44	6,000.96	5,850.56
C-III	1	3.03	6,302.40	5,223.72	4,981.32	4,835.88	4,714.68
	2	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	3	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	4	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	5	3.45	7,176.00	5,947.80	5,671.80	5,506.20	5,368.20
	6	3.61	7,508.80	6,223.64	5,934.84	5,761.56	5,617.16
	7	3.97	8,257.60	6,844.28	6,526.68	6,336.12	6,177.32
C-IV	1	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	2	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	3	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	4	3.45	7,176.00	5,947.80	5,671.80	5,506.20	5,368.20
	5	3.55	7,384.00	6,120.20	5,836.20	5,665.80	5,523.80
	6	3.71	7,716.80	6,396.04	6,099.24	5,921.16	5,772.76
	7	4.13	8,590.40	7,120.12	6,789.72	6,591.48	6,426.28
C-V	1	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	2	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	3	3.45	7,176.00	5,947.80	5,671.80	5,506.20	5,368.20
	4	3.55	7,384.00	6,120.20	5,836.20	5,665.80	5,523.80
	5	3.71	7,716.80	6,396.04	6,099.24	5,921.16	5,772.76
	6	3.87	8,049.60	6,671.88	6,362.28	6,176.52	6,021.72
	7	4.28	8,902.40	7,378.72	7,036.32	6,830.88	6,659.68
C-V	1	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	2	3.50	7,280.00	6,034.00	5,754.00	5,586.00	5,446.00
	3	3.66	7,612.80	6,309.84	6,017.04	5,841.36	5,694.96
	4	3.81	7,924.80	6,568.44	6,263.64	6,080.76	5,928.36
	5	3.97	8,257.60	6,844.28	6,526.68	6,336.12	6,177.32
	6	4.18	8,694.40	7,206.32	6,871.92	6,671.28	6,504.08
	7	4.60	9,568.00	7,930.40	7,562.40	7,341.60	7,157.60

SECRETARIAL-CLERICAL SALARY SCHEDULE (C)

Ann Arbor Public Schools

(1972-1973 Salary Schedule, Effective 1/15/73 through 6/30/73. 4.5% + Full Increment)

<u>Classi- fication</u>	<u>Step</u>	<u>Hourly Rate</u>	<u>12 Mos. 2080 Hrs.</u>	<u>10+ Mos. 1724. Hrs.</u>	<u>10 Mos. 1644 Hrs.</u>	<u>9+ Mos. 1596 Hrs.</u>	<u>9 Mos. 1556 Hrs.</u>
C-I	1	2.77	5,761.60	4,775.48	4,553.88	4,420.92	4,310.12
	2	2.87	5,969.60	4,947.88	4,718.28	4,580.52	4,465.72
	3	2.97	6,177.60	5,120.28	4,882.68	4,740.12	4,621.32
	4	3.08	6,406.40	5,309.92	5,063.52	4,915.68	4,792.48
	5	3.18	6,614.40	5,482.32	5,227.92	5,075.28	4,948.08
	6	3.29	6,843.20	5,671.96	5,408.76	5,250.84	5,119.24
	7	3.61	7,508.80	6,223.64	5,934.84	5,761.56	5,617.16
C-II	1	2.87	5,969.60	4,947.88	4,718.28	4,580.52	4,465.72
	2	2.97	6,177.60	5,120.28	4,882.68	4,740.12	4,621.32
	3	3.08	6,406.40	5,309.92	5,063.52	4,915.68	4,792.48
	4	3.18	6,614.40	5,482.32	5,227.92	5,075.28	4,948.08
	5	3.29	6,843.20	5,671.96	5,408.76	5,250.84	5,119.24
	6	3.39	7,051.20	5,844.36	5,573.16	5,410.44	5,274.84
	7	3.76	7,820.80	6,482.24	6,181.44	6,000.96	5,850.56
C-III	1	3.03	6,302.40	5,223.72	4,981.32	4,835.88	4,714.68
	2	3.13	6,510.40	5,396.12	5,145.72	4,995.48	4,870.28
	3	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	4	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	5	3.44	7,155.20	5,930.56	5,655.36	5,490.24	5,352.64
	6	3.60	7,488.00	6,206.40	5,918.40	5,745.60	5,601.60
	7	3.97	8,257.60	6,844.28	6,526.68	6,336.12	6,177.32
C-IV	1	3.14	6,531.20	5,413.36	5,162.16	5,011.44	4,885.84
	2	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	3	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	4	3.44	7,155.20	5,930.56	5,655.36	5,490.24	5,352.64
	5	3.55	7,384.00	6,120.20	5,836.20	5,665.80	5,523.80
	6	3.70	7,696.00	6,378.80	6,082.80	5,905.20	5,757.20
	7	4.13	8,590.40	7,120.12	6,789.72	6,591.48	6,426.28
C-V	1	3.24	6,739.20	5,585.76	5,326.56	5,171.04	5,041.44
	2	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	3	3.44	7,155.20	5,930.56	5,655.36	5,490.24	5,352.64
	4	3.55	7,384.00	6,120.20	5,836.20	5,665.80	5,523.80
	5	3.70	7,696.00	6,378.80	6,082.80	5,905.20	5,757.20
	6	3.86	8,028.80	6,654.64	6,345.84	6,160.56	6,006.16
	7	4.28	8,902.40	7,378.72	7,036.32	6,830.88	6,659.68
C-VI	1	3.34	6,947.20	5,758.16	5,490.96	5,330.64	5,197.04
	2	3.49	7,259.20	6,016.76	5,737.56	5,570.04	5,430.44
	3	3.65	7,592.00	6,292.60	6,000.60	5,825.40	5,679.40
	4	3.81	7,924.80	6,568.44	6,263.64	6,080.76	5,928.36
	5	3.96	8,236.80	6,827.04	6,510.24	6,320.16	6,161.76
	6	4.17	8,673.60	7,189.08	6,855.48	6,655.32	6,488.52
	7	4.60	9,568.00	7,930.40	7,562.40	7,341.60	7,157.60

APPENDIX B

Appendix B remains as it was in the previous Agreement except as specifically changed through agreement of the parties. Schedule B shall be revised in writing for inclusion in the next Agreement.

APPENDIX C

ANN ARBOR PUBLIC SCHOOLS PAY DAY SCHEDULE FOR 1972-73

*September #5-#15-29

*March 2-16-30

*October 13-27

*April 13-27

*November 10-22

*May 11-25

*December 8-21

*June 8-22

*January 5-19

July 6-20

*February 2-16

August 3-17-31

*Pay dates for twenty-two pays