

6-30-11

Benton Harbor

AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY
OF BENTON HARBOR

and

BENTON HARBOR CHAPTER
MICHIGAN ASSOCIATION OF EDUCATIONAL SECRETARIES
MICHIGAN EDUCATION ASSOCIATION

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"This Agreement entered into this 8th day of May, 1968, between the School District of the City of Benton Harbor (Hereinafter referred to as the EMPLOYER) and the Benton Harbor Chapter of the Michigan Association of Educational Secretaries, Michigan Education Association (Hereinafter referred to as the ASSOCIATION).

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER and the Employee.

To these ends the EMPLOYER and the ASSOCIATION encourage to the fullest degree friendly and cooperative relations between the EMPLOYER and its representatives at all levels and among all employees."

I. RECOGNITION

Employees Covered: Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the ASSOCIATION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of employees and the employer who are full time and regular part time (Defined herein as those employees working a minimum of eighteen hours per week).

Secretarial, Clerical, Stenographic and Payroll Employees; but excluding confidential secretaries to the following officials: Superintendent, Assistant Superintendents, and Director of Budget, Finance and Accounting and all supervisors and executives.

II. AID TO OTHER UNIONS OR ASSOCIATIONS

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any organization for the purpose of undermining the ASSOCIATION.

III. RIGHTS OF THE EMPLOYER

The ASSOCIATION recognizes the right of the EMPLOYER to manage and administer the School District and to establish administrative rules and procedures from time to time which do not conflict with the terms of this contract.

The Board hereby retains and reserves unto itself, without limitation, all the rights, authority, duties and responsibilities conferred and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

IV. LAYOFF

- (a) The word "Layoff" means a reduction in the working force.

- (b) If it becomes necessary for a layoff, the following procedure will be mandatory:
Probationary Employees will be laid off on a unit wide basis. Other Employees will be laid off according to seniority in classification.

V. RECALL

When the working force is increased after a layoff, employees will be recalled in order of seniority in classification and all recalled employees shall be restored to former classification.

Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days of mailing of notice, she shall be considered a quit.

VI. SICK LEAVE

Temporary leave of absence to a maximum of 12 days per year earned and granted on the basis of one day per month of employment shall be available for full time employees without loss of pay for one of the following reasons:

1. Personal illness or quarantine
2. Serious illness in the immediate family
3. Death in family other than immediate family
(Maximum two days)

IMMEDIATE FAMILY DEFINITION

Immediate Family shall include employee's spouse, children, parents or foster parents, parents in law, brothers, sisters, also in laws and/or any other person for whose financial care or physical care he is principally responsible.

Unused days of sick leave shall be accumulative without limit. A record of the sick leave accrued through June 30 shall be given to the employee in the fall of the year.

Sick leave does not apply to pregnancy or resulting childbirth.

VII. BEREAVEMENT LEAVE

A maximum of three days per year not deductable from sick leave shall be granted for death in the immediate family.

Seven (7) additional days may be taken from sick leave without loss of pay.

VIII. PERSONAL BUSINESS DAY

One day per year shall be allowed for Personal Business after the first six months of employment. Satisfactory arrangements are to be made at least two days in advance with the supervisor.

Such Personal Business Day shall be deductible from sick leave.

IX. RELEASED TIME FOR CONFERENCES, ASSOCIATION BUSINESS,
GRIEVANCES

Those secretaries who are considered school building personnel shall be released from regular duties without loss of wages one day each year for the purpose of participating in area or regional meetings of the Michigan Association of Educational Secretaries when such meetings coincide with regional Teachers Institute. In addition, not more than two (2) representatives of the ASSOCIATION will be allowed one day per year for attendance at regional or state meetings.

ASSOCIATION representatives engaging in presenting grievances in accordance with procedure shall be released from duty without pay for such purposes.

Central and Related Office Personnel may be permitted time off for attendance at meetings on written approval of their supervisor and the Director of Budget, Finance and Accounting or such administrator who may be delegated to act on such approval.

X. HOURS OF WORK AND OVERTIME

There shall be two divisions of the wage schedule:

(1) School Building Personnel

School Building Personnel shall be considered those persons employed in activities related to and reporting to so called School Attendance Area Units. The normal work day for school building personnel shall be $7\frac{1}{2}$ hours, five days per week making a total of $37\frac{1}{2}$ hours per week. All work done in excess of $7\frac{1}{2}$ hours in one day, Monday through Friday or on Saturday will be considered overtime to be paid for at time and one half or by compensatory time off at the discretion of the supervisor.

(2) Central and Related Offices *

Central and Related Offices shall be considered as those not part of the School Attendance area organizations. The normal work day for Central and Related Offices will be eight hours per day five days a week for a total of 40 hours per week.

X. HOURS OF WORK AND OVERTIME (Cont.)

All work done in excess of eight hours in any one day, Monday through Friday, or on Saturday will be considered Overtime to be paid for at time-and-one-half or by compensatory time off, at the discretion of the Supervisor.

A minimum of two hours overtime for evening, Saturday, Sunday or Holiday work shall be paid even if less than two hours of service is rendered.

The week for payroll purposes shall be Monday through Sunday.

* Central and Related Offices to be determined by the Administration.

XI. COMPENSATORY TIME .

Compensatory time shall be considered as time off for time spent over and above the regular hours. It shall be administered on a one to one basis between supervisor and employee. It is intended for the occasional situation only. It shall be on a straight time basis and granted at the discretion of the supervisor.

Compensatory time off situations will not be reported to the Business Office.

XII. DAYS OFF FOR WEATHER EMERGENCIES

It is agreed that in the event a school, or schools, are closed due to weather conditions, secretaries in buildings affected will not be paid. Notwithstanding the above statement, employees in the Central or Related Offices will be expected to report in the usual manner.

If at the request of the principal or supervisor school building secretaries do report and perform work they will be paid for such at regular rates.

In the event the Board of Education declares that a state of emergency exists, or existed, secretaries will be paid for such days.

In cases where the Board declares an emergency and individuals have reported for and perform work they will be paid for time worked at regular rates.

It is agreed that in no case will compensatory time be applicable to shut downs due to weather conditions.

XIII. VACANCIES AND PROMOTIONS

- (a) Whenever any vacancy occurs in any secretarial or clerical position in areas defined under terms of the unit, the Employer shall publicize same by posting written notice of such vacancy in every school building maintaining offices. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five days.

Ten month secretaries may receive postings during the summer months upon written request.

- (b) Any secretary who had completed one year in a position may apply for a vacant position. She will serve a ninety (90) day probationary period in the new assignment. In the event her performance is not satisfactory she may be transferred to a position equal to her former classification with the necessary adjustment in wages or if no position is available she will be subject to layoff.
- (c) In any necessary reduction of the secretarial staff a secretary with least seniority within

XIII. VACANCIES AND PROMOTIONS (Cont.)

classification shall be laid off first and so on.
Any secretary who is to be laid off will be notified as far in advance as possible.

XIV. TRANSFERS

(a) Transfer of Employees Out of Unit:

If an employee is transferred to a position under the EMPLOYER not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, she shall have accumulated seniority while working in the position to which she was transferred with such seniority to apply to the position she enters after leaving the non-unit position.

(b) Any employee who desires to return to a position in the bargaining unit is eligible to apply for any vacancy in the unit.

The EMPLOYER shall have the authority to re-assign personnel from non-unit positions to positions within the unit.

XV. ASSIGNMENT

Inside her classification, any employee may be required to work anywhere in the District.

XVI. GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the EMPLOYER and the ASSOCIATION, or any employee represented by the ASSOCIATION as to the effect, interpretation or application of the provisions of this Agreement or as to any claim of breach or violation of this Agreement by either party, provided that such dispute shall not involve a change in, addition to, or subtraction from the contract.

Any employee having a grievance in connection with her employment may present it on the following procedure:

Step 1: Within three (3) working days after her knowledge of the grievance she shall discuss the grievance with her immediate supervisor with or without a representative of the Association with the object of resolving the matter informally. The supervisor shall give an answer within one working day.

Step 2: If the grievance is not settled in Step 1 it shall be reduced to writing and signed by the employee aggrieved and an Association representative and be delivered in duplicate to the Director of Budget, Finance and Accounting or such Administration representative who may be appointed to handle grievances at this level within three (3) working days after the Step 1 answer who shall indicate thereon his disposition of the matter within three

XVI. GRIEVANCE PROCEDURE (Cont.)

(3) working days after receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2, he may refer the matter in writing to the Assistant Superintendent for Business Affairs or the Administration Representative who may be appointed to handle grievances at this level, after receipt of the disposition under Step 2. The Assistant Superintendent or representative and one (1) other administrator will meet with the employee and not more than two (2) ASSOCIATION representatives within five (5) working days after receipt of the written reference. The disposition of the matter shall be endorsed on the written grievance and signed by the parties at the meeting.

Step 4: If the grievance is not settled in Step 3, either party may request mediation from the Michigan Labor Mediation Board within three (3) working days after the Step 3 meeting.

Failure of the Association to pursue a grievance within the time limits specified will be construed as dropping the grievance.

Notwithstanding any of the above provisions, an Employee may process her own grievance as provided by law.

XVII. VACATIONS

(a) Eligibility

Regular central and related offices, twelve months employees who have completed one year of continuous employment are entitled to one week vacation. After two years of continuous employment they are entitled to two weeks vacation. After ten years of continuous employment they are entitled to three weeks vacation.

Vacation time must be earned in the immediate prior fiscal year. New employees working less than a fiscal year will receive a pro-rated number of vacation days.

For Example:

A new employee starts 1-1-67; eligible for a pro-rated vacation period of $2\frac{1}{2}$ days as of 7-1-67; must take vacation of $2\frac{1}{2}$ days during period 7-1-67 to 12-31-67. For 7-1-68 eligible for pro-rated vacation of $2\frac{1}{2}$ days plus one week to be taken during period 7-1-68 to 12-31-68. For 7-1-69 will now be eligible for two full weeks to be taken during 7-1-69 to 12-31-69 period.

It is understood and agreed that an employee must have completed ten full fiscal years of service to be eligible for three weeks of vacation.

XVII. VACATIONS (Cont.)

The use of this method of pro-rating vacation time earned will not be retroactive and will be effective only for those employees hired after the date of the execution of this agreement.

Persons on a ten months, school year or part time basis will receive pay in lieu of vacation. The amount of pay is 2% of the annual wage after the completion of one year and 4% of the annual wage after completion of two years.

- (b) Vacation days are not cumulative.
- (c) Pay for work in lieu of vacation by central and related office twelve month employees may be authorized only upon written approval by the Superintendent.
- (d) Vacation Time Approval:

The period when any employee takes her vacation shall be approved by the Assistant Superintendent for Business Affairs and permission will be given for a period most convenient for the continued smooth operation of the school district.

Vacation earned should be taken during the period July 1 through December 31 immediately following the

XVII. VACATIONS (Cont.)

fiscal year when earned.

(e) Holidays:

If a vacation falls in a week when a paid holiday is included, the employee will take an extra day.

XVIII. SCHOOL DISTRICT OF THE CITY OF BENTON HARBOR

Chart of Hourly Rates for Secretarial-Clerical Personnel

1968-69

CLASS	YEAR NO. 1	YEAR NO. 2	YEAR NO. 3	YEAR NO. 4	YEAR NO. 5	YEAR NO. 6	YEAR NO. 7	YEAR NO. 8
1	1.62	1.69	1.76	1.84	1.94	2.06	2.19	2.33
2	1.76	1.84	1.94	2.06	2.15	2.26	2.38	2.50
3	1.91	2.00	2.08	2.18	2.29	2.41	2.52	2.66
4	2.19	2.35	2.49	2.68	2.84	3.06	3.34	3.50
5	2.41	2.58	2.79	2.99	3.20	3.37	3.58	3.75

XIX. TERM OF THE AGREEMENT

This Agreement will become effective as of July 1, 1968 and will remain in effect up to and including June 30, 1971 provided the matter of wages for the fiscal years 1969-70, 1970-71 shall be subject to renegotiation upon written notice from the ASSOCIATION delivered not later than April 1 prior to the start of the respective fiscal years.

APPENDIX A RETROACTIVE PAY

The EMPLOYER agrees to pay retroactively on the following plan:

1. Three per cent (3%) of gross wages paid in secretarial-clerical employment for the fiscal year 1967-68 provided that (1) the employee must conclude her normal work assignment and (2) that they be currently employed by the District as of June 30, 1968.

2. And further that the retroactive pay will be added to the wages paid in 1967-68 for those employees receiving a per cent of gross earnings as their vacation pay for 1967-68.

IN WITNESS WHEREOF

The parties hereto have caused this instrument to be
executed on the day and year first above written.

Benton Harbor Chapter of
the Michigan Association
of Educational Secretaries,
Michigan Education Associa-
tion

School District of the
City of Benton Harbor

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In Presence Of:

In Presence Of:

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