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Benton Harbor

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
BENTON HARBOR AREA SCHOOLS  
AND  
BENTON HARBOR CHAPTER OF THE MICHIGAN  
ASSOCIATION OF EDUCATIONAL SECRETARIES

1971 - 1974

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School District of the City of Benton Harbor  
400 Pipestone Street  
Benton Harbor, Michigan 49022

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## A G R E E M E N T

THIS AGREEMENT entered into this 8th day of November, 1971, between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the Board, and the BENTON HARBOR CHAPTER OF THE MICHIGAN ASSOCIATION OF EDUCATIONAL SECRETARIES, MICHIGAN EDUCATION ASSOCIATION, hereinafter referred to as the Association.

### W I T N E S S E T H:

The purposes of this agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the employees, the Association and the children who attend the schools in this district. Recognizing that providing quality secretarial services for the administrative staff of the Board is the aim and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this agreement.

### ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all of the full-time and regular part-time secretarial and clerical employees, excluding confidential secretaries to the following officials: superintendent, assistant superintendents, director of budget, finance and accounting and machine accounting supervisor and all other employees of the Board. The term "secretary" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described and wherever the female pronoun is used it shall be deemed to mean female and/or male. The Board agrees not to negotiate with or recognize any secretarial organization other than the Association for the duration of this agreement.

Section 2: The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this agreement or by law, all rights to manage the operations

of the school district and to direct and supervise the secretaries who come within the jurisdiction of this agreement are vested solely and exclusively in the Board.

Section 3: The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, nationality or political belief nor shall either discriminate against any employee because of her membership or non-membership in the Association.

Section 4: The Association agrees that, except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Association activity during working hours.

Section 5: All secretaries who, as of the date of ratification of this agreement, are members of the Association and all secretaries who may thereafter join the Association shall, as a condition of continued employment, remain members thereof in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Association members. All new secretaries hired on or after the date of ratification of this agreement shall, as a condition of continued employment, join the Association or pay a representation fee equal to the regular monthly dues uniformly required of all Association members immediately upon completion of their probationary period and shall continue to pay such dues or representation fee which is equal to the regular monthly dues uniformly required of all Association members.

Section 6: During the life of this agreement the Board agrees to deduct from the first paycheck of each month, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues and initiation fee in such amounts as shall be certified by the financial secretary of the Association, in addition to credit union and one of the following annuity companies: (1) Investors Syndicate Life Insurance And Annuity Company; (2) Variable Annuity Life Insurance Company; (3) Metropolitan Life Insurance Company. The check-off authorization shall be in writing, signed by the employee, and shall afford such employee the right to revoke such authorization upon its anniversary date or upon expiration of this agreement, whichever occurs first. The Board shall furnish the Association each month a list of all members for whom such deductions have been made. The Association agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of the



Board's compliance with the provisions of this Section.

## ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement.

Section 2: An employee who has a complaint must submit her complaint orally to her immediate supervisor within three (3) working days after the occurrence of the event or after the employee has knowledge or should have had knowledge of the event upon which the complaint is based. The immediate supervisor shall give the employee an oral answer to her complaint within three (3) working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. Before a grievance is processed as hereinafter set forth, the matter must be discussed with the immediate supervisor as above provided.

FIRST STEP: To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and two (2) copies thereof must be presented to the employee's immediate supervisor within two (2) working days after receipt of the immediate supervisor's oral answer. The immediate supervisor shall give a written answer to the aggrieved employee within three (3) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Board's copy of the grievance form and sign the same.

SECOND STEP: If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the administrative representative who may be designated to handle grievances at this level within three (3) working days after receipt of the First Step answer. The administrative representative shall give the Association representative a written Second Step answer to the grievance within three (3) working days after

the grievance has been presented to him. If the grievance is settled at this step, the Board's copy of the answer will be signed by the Association representative.

THIRD STEP: If the grievance has not been settled in the Second Step, and is to be appealed to the Third Step, such notice of appeal must be given to the administrative representative designated to handle grievances at this level, within three (3) working days after receipt by the Association representative of the Second Step answer. The grievance reaching this Step shall be considered at a meeting between the Association's grievance committee and the Board's grievance committee which meeting shall be held no later than five (5) working days from the time the appeal was taken to this step. The chairman of the Board's committee will give the chairman of the Association's committee a written Third Step answer within five (5) working days after such meeting unless such time limit has been extended by agreement between the Board's representative and the representative for the Association. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the chairman of the Association's committee.

FOURTH STEP: If the grievance has not been resolved in the foregoing steps and the Association desires to carry it further, the Association shall within ten (10) calendar days following receipt of the Third Step answer, advise the Board in writing that such answer is unacceptable, the reason it is deemed to be unacceptable and in such communication further advise the Board that the matter is being submitted to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) calendar days after giving the Board the ten (10) calendar days notice above referred to. If the grievance has not been submitted to arbitration within said ten (10) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own



judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association.

Section 3: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Association to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered within the time limits specified for such answer at any step of the grievance procedure such grievance shall automatically be advanced to the next higher step of the grievance procedure, except that nothing contained herein shall be construed in such a manner as to automatically refer a subject to the Fourth Step of the grievance procedure.

Section 4: Grievances on behalf of the entire Association shall be filed by the chairman of the Association's grievance committee and shall be processed starting at the Third Step of the grievance procedure.

Section 5: Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than 4:00 p.m. on the day for which they are scheduled unless mutually agreed upon by the parties hereto. The Association's committee members, not exceeding three (3) in number, shall suffer no loss of pay due to time lost from their regular scheduled work while attending such meeting.

Section 6: The Board shall be promptly informed in writing as to the membership of the Association's grievance committee and any changes therein and the Association shall be promptly informed as to the membership of the Board's committee and any changes therein.

Section 7: Whenever the words are used in the agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday (both inclusive), excluding holidays recognized under this agreement.

Section 8: Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the Association and the Board.

### ARTICLE III - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Board in the capacity as a secretary since her last hiring date. "Last hiring date" shall mean the date on which an employee was hired since which she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick, personal or accident leaves or for layoffs for lack of work or funds except as hereinafter provided.

Section 2: All new full-time employees shall be probationary employees until they have worked ninety (90) days. All new part-time employees shall be probationary employees until they have worked one hundred eighty (180) days. The purpose of the probationary period is to provide an opportunity for the Board to determine whether the employee has the ability and other attributes which will qualify her for regular employee status. During the probationary period the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Board without regard to her relative length of service. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of her last hiring date.

Section 3: Temporary and substitute employees shall not accumulate seniority. A temporary employee is one who is employed for a specific assignment not to exceed three (3) consecutive months. A temporary employee is paid in the same manner as a regular employee and if eligible receives current fringe benefits but not lasting ones. A substitute employee is defined as one who is to replace a permanent employee for a short period of time. A substitute employee is paid by the hour and is ineligible for any fringe benefits. A part-time employee shall be defined as one who is employed to normally work for less than six (6) hours a day. A part-time employee is paid by the hour and receives fringe benefits as follows:

- (a) One (1) business day per year.
- (b) Sick leave on a percentage basis. (People who work less than full-time receive the same percentage of sick leave days as their hours are a percentage of the work year for their classification.)
- (c) Vacation pay of two (2) percent of their straight time earnings upon completion of one year of continuous service and four (4) percent of straight time earnings for two or more years of continuous service.



Section 4: The Board will maintain an up-to-date seniority list, one for part-time and one for full-time employees. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: An employee's seniority shall terminate:

- (a) If she quits, retires or is justifiably discharged.
- (b) If, following a layoff for lack of work or funds she fails or refuses to return to work within ten (10) working days after a written notice sent by certified mail of such recall is sent to her last address on record with the Board.
- (c) If she is absent for two (2) regularly scheduled working days without notifying her immediate supervisor prior to or within such two (2) day period of a justifiable reason for such absence.
- (d) If she accepts employment elsewhere while on a leave of absence unless she has a doctor's certificate justifying the necessity for such absence which has been approved by the Board, or does not return to work immediately following the expiration of the leave of absence, unless, in the latter case, she presents evidence satisfactory both to the Board and the Association that it was impossible for her to return to work at the expiration of such leave.
- (e) When she has been laid off for lack of work or funds for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6: When it becomes necessary to reduce the size of the work force, substitutes, temporary, part-time probationary, and probationary employees shall be laid off first, providing there are employees with seniority who are able to satisfactorily perform the work of the employees scheduled to be laid off without break-in or training. If a further reduction in secretarial staff

is required, those with the least seniority shall be removed, providing there are senior employees in the area who are able to satisfactorily perform the work of the laid-off employee without break-in or training. An employee thus removed from an area shall be placed by the Board on a job within the bargaining unit at the applicable rate for the job onto which she is placed, then occupied by an employee with less seniority, providing such employee is able to satisfactorily perform the work without break-in or training. In the event there are no senior employees in the affected area who are available and can satisfactorily perform the work of those scheduled for layoff without break-in or training, then the junior employee shall be retained and the next least junior employee shall be laid off.

Section 7: When recalling employees to work following a layoff, the senior employee on layoff status who has the then present ability to satisfactorily perform the available work without break-in or training shall be the first to be recalled to such work. If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work without break-in or training and the available work is of such a nature that a normal employee should be able to learn to perform such work with reasonable break-in or training, the senior laid-off employee in the bargaining unit who has the requisite physical ability to perform the work, the special qualifications and/or work habits that may be required to satisfactorily perform the work shall be the one recalled and given a reasonable amount of break-in or training. If, under this Section there are no laid off employees qualified for recall, then the Board shall be free to hire new employees to perform such work.

- (a) If an employee is given reasonable break-in and training as above provided and demonstrates that with such break-in and training she is unable to satisfactorily perform such work she shall then be returned to layoff status and not again be eligible for recall to work until work is again available in her own job classification to which her seniority entitles her.

Section 8: When it is necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification such permanent job or vacancy shall be posted on the bulletin board for a period of five (5) working days, during which time employees may bid for such job or vacancy by presenting to the personnel department a written, signed notification of their desire to so bid. From among those employees who bid therefor, the job or vacancy



will be filled on the basis of ability and seniority in the following manner:

- (a) The bidding employee within the bargaining unit who is physically able to perform the job who has the best special qualifications or has had the most appropriate experience or training, who has satisfactory work habits and who can satisfactorily perform the work involved will be awarded the job.
- (b) From among those employees bidding therefor, the employee with the greatest amount of seniority who possesses the requirements specified in subsection (a) above will be awarded the job. In determining whether an employee appears to have the prerequisite requirements, reference will be made to such employee's work history and experience as depicted by her personnel records with the Board in the area of the posted job requirements and whether the job applicant is capable of satisfactorily passing a standard secretarial test designed to reveal the required ability for the job in question, if and when such tests have been devised.
- (c) If there are no bidding employees who possess the requirements specified in subsection (a) above, then the job or vacancy may be filled by hiring new employees.

Section 9: The Board shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The Board shall also have the right to temporarily transfer employees irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) working days. The Board recognizes the desirability of keeping employees on their regularly assigned jobs and, therefore, agrees not to abuse the temporary transfer provision. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this Section, shall not acquire any permanent title or right to the job to which she is temporarily transferred but shall retain her seniority in the permanent classification from which she was transferred and shall be returned to the job from which

sne was transferred upon termination of the temporary transfer. Employees temporarily transferred for the convenience of the Board as provided in this Section shall, beginning with the first full day of work on such temporary transfer, receive the rate of pay they would have received on their permanent job assignment or the rate of pay of the classification to which they are transferred whichever is the greater.

- (a) Ten (10) month employees shall not be required to report for work on a temporary transfer basis during the period of time they are not normally scheduled to work unless they volunteer to work at any time during that period.

Section 10: Students working for the Board shall not be eligible for seniority or other fringe benefits under this contract.

#### ARTICLE IV - LEAVES OF ABSENCE

Section 1: The Board may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed her probationary period provided, in the judgment of the Board such employee can be spared from her work.

Section 2: A leave of absence without pay for a reasonable period not to exceed one (1) year may be granted, provided the employee can be spared from work, when requested in writing by any secretary who has been employed for two (2) or more consecutive years by the Board without loss of seniority in the following situations: (A second year leave of absence may be granted at the option of the Board if requested at least sixty (60) days before the expiration of the original leave.)

- (a) When an employee is elected to a public office or elected or appointed to a position with the Association at the State level. It is understood this provision shall be limited to one person from the bargaining unit at any one time.
- (b) Personal illness, either physical or mental provided the request is accompanied by a doctor's statement certifying the necessity therefor, provided further that she supplies the Board with a certification from a medical doctor of the necessity for the continuation of such leave and a certification from a medical doctor



prior to the date of her anticipated return that she has satisfactorily recovered and is able to resume her regular duties.

- (c) When an employee's spouse, children or parents are seriously ill which requires the presence of the secretary at the bedside.

Upon termination of her leave of absence she shall be allowed to return to the first available job for which she is qualified provided she gives the personnel office one (1) week's advance notice prior to the date of her intended return.

Section 3: Pregnant employees shall be granted and must take a maternity leave of absence without pay starting with the end of the fifth month of pregnancy and terminating with the end of the third month following the termination of such pregnancy. Such maternity leave may be extended up to an additional three (3) months if such employee presents a statement from her medical doctor certifying that she is physically unable to return to work.

- (a) In special cases, with the employee's doctor's and Board's written approval, a pregnant employee may be permitted to continue working beyond the five (5) months limitation above referred to provided the pregnant condition does not interfere with the employee's attendance record or physical ability to satisfactorily perform her job duties.
- (b) Employees who are given leaves of absence due to pregnancy, if they return to work within the prescribed time shall be assigned to available work in the classification they permanently occupied and at the current rate of pay of the job to which they are assigned upon their return from the leave of absence. It is understood that the work to which they are assigned may not necessarily be in the area in which they were employed at the start of such leave of absence.

Section 4: An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which she performs jury duty and on which she otherwise would have been scheduled to work for the Board shall be paid the difference between what she receives from the Court as daily jury duty fees than what she would have earned from her employment with the Board on that day on the

basis of the number of hours the employee was scheduled to work at her regular rate of pay. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give her immediate supervisor prior notice that she has been summoned for such jury duty and the days for which she claims such payment. The provisions for this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

#### ARTICLE V - PAID SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: All full-time secretaries shall earn and accumulate paid sick leave credits on the basis of one (1) day per month for each month the secretary works. Unused paid sick leave credits shall accumulate from year to year without limit. A record of the sick leave accrued through June 20 of each year shall be given to the employee in the fall of the year.

Section 3: In order to qualify for sick leave payments, the employee must report to her immediate supervisor or to the personnel office not later than one (1) hour after her normal starting time on the first day of her illness unless in the judgment of her immediate supervisor the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence if the Employer suspects the employee is abusing the sick leave provision. If the doctor's statement is required, the employee will be told in advance that it will be required and it must state the cause of such absence, confirm the necessity therefor and, before the employee resumes her normal duties, must state that the employee is physically able to return to and perform her job duties.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary



action up to and including dismissal, depending upon the circumstances involved.

- (c) Sick leave shall not be granted or apply to illnesses related to pregnancy, after the employee has knowledge or should have had knowledge of her pregnancy, or resulting childbirth.

Section 4: Qualified employees who furnish proof satisfactory to her immediate supervisor may use accumulated paid sick leave subject to the following limitations:

- (a) Leaves for critical illness of a member of an employee's immediate family shall be available for a period of not to exceed one (1) regularly scheduled working day at any one (1) time. Unless, her immediate supervisor grants her additional time off from work.
- (b) Leaves for dental appointments that could not be made for times other than during regular duty hours, provided the employee notifies her immediate supervisor in writing as soon as the appointment is made.
- (c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of death if requested.

Section 5: All employees who at the time have completed their probationary period shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits, nor shall payment be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, grandparents, parents, parents-in-law, brother, sister, also in-laws and for any other person for whom the employee is financially and physically responsible. To be eligible for such pay the employee must attend the funeral. Seven (7) additional days leave of absence may be taken provided

the employee has sufficient unused paid sick leave credits accumulated. If the Board requests proof of death, the employee must present the same in order to receive the pay herein referred to.

Section 6: One (1) day of paid sick leave for full-time employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested. One (1) day of paid sick leave for permanent part-time employees shall be equivalent to the number of hours such part-time employee normally works per day at the applicable rate as above specified.

- (a) Whenever sick, bereavement, or business leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 7: An employee who has completed six or more months of continuous service since her last hiring date shall be allowed one (1) business leave day per year provided prior written approval has been obtained from the employee's immediate supervisor at least two (2) days in advance of the expected time off. Such business leave day shall be deducted from the employee's unused accumulated bank of sick leave credits. Business leave means an activity which requires the secretary's presence during regularly scheduled work day and which is of such a nature that cannot be attended to at a time when she is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period.

#### ARTICLE VI - ASSOCIATION BUSINESS LEAVE

Section 1: Leaves of absence with pay and without loss of seniority of four (4) days per fiscal year shall be granted to the Association to attend regional or State meetings, provided a written request for such leave is presented to the personnel office at least five (5) regularly scheduled working days prior to the start of the anticipated absence. It is understood and agreed that regardless of the number of employees who attend the meetings, the total number of days off from work shall not exceed four (4) days per fiscal year.



Section 2: Bargaining unit personnel shall not lose pay to attend meetings called by the Board or any other meeting at which the Board required their attendance which shall be subject to the same conditions as prevailed prior to the negotiations of this agreement.

#### ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1: The normal work day for full-time school building personnel shall be 7- $\frac{1}{2}$  hours and the normal work week shall consist of 37- $\frac{1}{2}$  hours, Monday through Friday, both inclusive. The normal work day for full-time central and related offices will be 8 hours and the normal work week shall consist of 40 hours, Monday through Friday, both inclusive. However, nothing contained herein shall be construed as a guarantee of 7- $\frac{1}{2}$  or 8 hours of work or pay per day or thirty seven and a half (37 $\frac{1}{2}$ ) or forty (40) hours of work or pay per week whichever is applicable. In the event a reduction in the total number of hours is deemed necessary by the Board, full-time employees shall be laid off from work pursuant to Article III, Section 6, in lieu of a reduction in the normal work day of eight (8) hours and the normal work week of forty (40) hours.

Section 2: For the purpose of this agreement, the week shall be Monday through Sunday.

Section 3: Employees shall be entitled to at least a one-half ( $\frac{1}{2}$ ) hour unpaid duty-free lunch period at or near the mid-point of their work day and to a fifteen (15) minute break period at or near the mid-point of the first half of their work day and a fifteen (15) minute break period at or near the mid-point of the second half of their work day. It is understood and agreed that the timing of the lunch or break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed.

- (a) Employees shall be required to be ready to start work at their respective assigned work stations at the start of their work day and shall be required to remain at work until the end of their work day except as above provided.

Section 4: For those employees who have been specifically authorized by their immediate supervisor to work overtime, shall receive

compensatory time off or shall be compensated for all hours worked as set forth in (b) below:

- (a) Compensatory time shall be considered as time off for time spent over and above the employee's regular hours. It shall be administered on a one-to-one basis between supervisor and employee. It is intended for the occasional situation only and shall not accumulate in excess of four (4) hours. It shall be on a straight time basis and granted at the discretion of the employee's immediate supervisor. Compensatory time off situations will not be reported to the business office.
- (b) Time and one-half the employee's applicable straight time hourly rate of pay will be paid to employees for all hours worked in excess of eight (8) hours in any one work day and for all work performed on Saturday. Two (2) times the employee's straight time hourly rate of pay will be paid for all work performed on Sunday and any days celebrated as paid holidays as specified in this contract.

Section 5: When overtime is to be worked the employee's immediate supervisor shall endeavor to give the employee involved reasonable advance notice, if possible. If the employee's immediate supervisor notifies an employee at or before the end of her regular work day on the preceding working day before the overtime is to be worked the immediate supervisor shall have the right to expect such employee to work a reasonable amount of overtime unless the employee is absent due to illness or accident or other arrangements are worked out between the employee and her supervisor.

Section 6: An employee who is called in to perform work at a time other than that for which she had previously been scheduled shall be guaranteed a minimum of two (2) hours of work or in the absence thereof two (2) hours of pay at her hourly rate of straight time or premium pay, whichever is applicable. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day but who continue to work their regular work day thereafter.



## ARTICLE VIII - WAGES

Section 1: The job classifications and the applicable rates of pay therefor are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this agreement, employees shall be required, as a condition of continued employment to render a fair day's work for the Board. Employees shall be hired at not more than the third step of the rate range of the classification to which they are assigned.

Section 3: When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which she bid, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification for which she bid which will result in a significant increase in her salary as determined by the administration and thereafter shall be governed by the pay range increments set forth for such job in Appendix A attached hereto.

Section 4: When, through the bidding procedure, an employee is awarded a job for which the maximum of the rate range is less than the maximum of the rate range for the permanent job classification from which she bid, or when an employee is placed, due to lack of work or funds, on such job, she shall continue to be paid the rate of pay she was receiving on the job from which she bid or was removed or the maximum of the rate range of the job onto which she was thus placed, whichever is the lesser and thereafter shall be governed by the pay range increments set forth for such job in Appendix A attached hereto.

Section 5: When an employee is removed from her job due to her inability to satisfactorily perform the duties thereof, such employee shall receive the rate of pay for the job to which she is thereafter assigned on the basis of the pay range step applicable to her total continuous length of service and thereafter shall be governed by the pay range increments set forth for such job in Appendix A attached hereto.

Section 6: Employees, as a condition of continued employment, must subscribe to the State Retirement Fund. The Board agrees, for the life of this agreement, to deduct from the employee's

pay the required contributions to the State Retirement Fund and remit the same to the State. Employees, upon attaining the age of 65 shall automatically be retired from service with the school system. Retired employees may be re-employed by the school system on a temporary basis and in a limited capacity as agreed upon by both parties.

Section 7: The Board agrees, for the first year of this agreement, to continue to make available to employees at group rates certain insurance coverages and to continue to deduct the premiums therefor from the pay of the employees who subscribe for said insurance coverage. The second and third year of the contract the Board agrees to contribute towards the purchase of the health insurance set forth in Article XI, Section 13 of this agreement.

#### ARTICLE IX - HOLIDAYS

Section 1: For those permanent and temporary full-time and regular part-time employees who are normally scheduled to work when school is not in session will be eligible for holiday time off with pay provided they meet the necessary qualifications. Two (2) days at Christmas time, two (2) days at New Year's time, one-half ( $\frac{1}{2}$ ) day on Good Friday, (for twelve (12) month employees only), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Friday following Thanksgiving Day are recognized as legal holidays for which the Board will not normally schedule work. Eligible employees shall receive one (1) day's pay for each such holiday.

Section 2: To be eligible to receive holiday pay hereunder, an employee must have completed her probationary period and must have worked full-time on the scheduled work day preceding the holiday and full-time on the scheduled work day following the holiday, (1) unless such day or days occurred during the employee's regularly scheduled vacation period, or (2) unless such employee was excused in writing by her immediate supervisor for legitimate reasons from working part or all of the hours her department was scheduled to work on such days. It is understood ten (10) month employees shall continue to enjoy the two paid holidays at Christmas and New Years.

Section 3: One (1) day's pay as referred to in Section 1 above shall constitute eight (8) hours of pay at the employee's regular straight time hourly rate at the time such holiday occurs, for permanent and temporary full-time employees. Part-time employees shall receive holiday pay on a pro-rata basis to the number of hours they regularly work on a straight time hourly basis. If a paid holiday occurs during a qualified employee's scheduled



vacation, she will receive the holiday pay in addition to her vacation pay and one (1) additional day of vacation for each paid holiday.

#### ARTICLE X - VACATION

Section 1: The following vacation plan shall be effective during the life of this agreement:

- (a) An employee who, as of July 1 of any year, has completed her probationary period and more than one (1) but less than two (2) years of continuous service with the Board since her last hiring date shall receive one (1) week of vacation with pay.
- (b) An employee who, as of July 1 of any year, has completed two (2) but less than ten (10) years of continuous service with the Board since her last hiring date shall receive two (2) weeks of vacation with pay.
- (c) Any employee who, as of July 1 of any year, has completed ten (10) or more years of continuous service with the Board since her last hiring date shall receive three (3) weeks of vacation with pay.
- (d) An employee who, as of July 1 of any year, has completed her probationary period but less than one (1) full fiscal year of continuous service with the Board since her last hiring date shall receive a pro-rated number of vacation days with pay.

Section 2: One (1) week of vacation pay shall equal forty (40) hours at the employee's straight time hourly rate during the fifty-two (52) week period ending immediately prior to such July 1. Two (2) weeks of vacation pay shall equal eighty (80) hours at the employee's straight time hourly rate and three (3) weeks shall equal one hundred twenty (120) hours at the employee's straight time hourly rate. Full-time employees who work less than a regular eight (8) hour day shall receive vacation pay on a pro-rata basis in relation to the number of hours they regularly work.

Section 3: To be eligible to receive vacation time off with pay an employee must be a regular central and related offices employee

or a twelve (12) month employee. Wherever the words are used in this Article, "years of continuous service with the Board" shall be defined as full fiscal years of service. No secretary shall suffer loss of vacation time earned and accumulated during the 1970-1971 school year.

Section 4: An eligible employee may take her vacation at any time following the fiscal year in which the vacation was earned, provided, in the judgment of her immediate supervisor, she can be spared from work at the time of her choice. Requests for vacation time off must be made at least thirty (30) days in advance of the start of such vacation unless otherwise approved by her immediate supervisor.

- (a) Vacation days shall not be cumulative year to year.

Section 5: Employees on a ten (10) months, school year or part-time basis will receive pay in lieu of vacation. The amount of pay shall be two (2) percent of the employees annual wage upon the completion of one (1) school year of continuous service and four (4) percent of the employee's annual wage upon the completion of two (2) school years of continuous service. School year or part-time employees shall not be eligible for three (3) weeks of vacation pay. Pay for work in lieu of vacation by central and related office twelve (12) month employees may be authorized only upon written approval of the Superintendent.

Section 6: If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the July 1 upon which she qualified for such vacation with pay without having received the same, such employee will receive, along with her final paycheck, the vacation pay for which she qualified as of such July 1. If an employee is discharged prior to July 1 upon which she would have qualified for vacation with pay, she will not be entitled to any portion of the vacation pay for which she would have qualified on such July 1. Employees who retire under the State Retirement Fund and those employees who quit prior to July 1, shall receive their prorated vacation pay along with their final paycheck.

#### ARTICLE XI - MISCELLANEOUS

Section 1: It is understood and 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, employees who work in the Pipestone, Jefferson and Milton Street



buildings and any other buildings that house Central Office Personnel will be expected to report in the usual manner or as soon thereafter as is possible. If, at the request of the principal or supervisor, school building secretaries who do report and perform work will be paid for such at the regular rates.

Section 2: In the event an employee finds it necessary to be absent for any reason she shall immediately notify her supervisor. Prior to returning to work an employee shall notify her supervisor one (1) day in advance of the expected day of her return.

Section 3: Pre-employment examinations shall be given to all approved applicants and employees by a doctor designated by the Board.

- (a) Results of the examination shall be on forms provided by the Board.
- (b) All employees shall have a tuberculin skin test and/or chest x-ray every year which shall be at the employee's expense. Negative tuberculin test reports will be accepted in lieu of x-ray reports. If the initial tuberculin test results in a positive reaction, the test should not be repeated and a chest x-ray must be obtained. At the present time, the Berrien County Health Department will provide required documentation of freedom from tuberculosis.
- (c) Costs of the pre-employment examinations shall be paid by the Board.
- (d) Any employee absent for five (5) or more consecutive working days because of sickness or injury, or when showing definite signs of impaired health, may be required to obtain a certificate from her physician issued after an additional examination to furnish evidence of continued fitness to work.
- (e) Any employee may be required to submit to a physical and/or psychiatric examination at any time. All such examinations shall be by practitioners acceptable to the Board and paid for by the Board.

- (f) Any employee who is unable to carry-out the duties and responsibilities of her position because of physical or mental illness shall be given a leave of absence until such time as said employee is physically or mentally fit to return to work.
- (g) When an employee is given a leave of absence for medical reasons and subsequently receives a certificate of good health from her physician she may request in writing to return to employment. After the request has been approved by the Board the employee shall be returned to the first vacancy for which she has the present ability to perform the available work.

Section 4: If at any time the quality of work of an employee shall be deemed unsatisfactory she will, first receive a written warning notice from her supervisor. Secondly, there will be a three (3) day suspension without pay. On the third complaint she will be dismissed from the service of the school system.

Section 5: Reasonable rules of conduct shall be established by the Board and a copy of such rules shall be furnished to each employee:

- (a) The Board shall have the right to make such additional reasonable rules and regulations not in conflict with this agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and after advance notice to the Association and the employees to require compliance therewith.
- (b) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety device or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation to dismissal.

Section 6: The Board shall continue to provide bulletin boards as it has in the past, upon which the Association shall be permitted to post notices concerning Association business and activities. Such notices shall contain nothing of a political, controversial or defamatory nature.



Section 7: The Association shall have the right to make use of interschool mail for the purpose of transporting communications relative to Association business, and each building representative shall have the right to place such materials in the mailbox of each secretary in her building; however, nothing of a political or derogatory nature shall be transmitted thereby.

Section 8: School rooms may be used by the Association for meetings and special programs, provided that:

- (a) Arrangements are made in advance with the building principal.
- (b) Meetings are scheduled within the regular shift hours of the custodial staff.

Section 9: The Association shall have the right to use typewriters, mimeograph machines and other duplicating equipment at times other than during working hours when the equipment is not otherwise in use or needed for school business, provided prior approval is obtained from the supervisor who is responsible for the equipment. The Association shall pay for all cost incident to the use of such equipment including the use of material and supplies.

Section 10: In the event a secretary is physically assaulted by a student or any person who is not an employee of the Board which arises out of and in the course of her employment shall be promptly reported to her immediate supervisor and the assistant superintendent for personnel. The Board will provide legal counsel to advise the secretary of her rights and obligations with respect to such assault and shall render the necessary assistance to the secretary in connection with the handling of the incident by law enforcement and judicial authorities.

Section 11: In the event a secretary is the object of a complaint or lawsuit filed by someone other than an employee of the Board, which arose out of and in the course of her employment, the Board will provide legal counsel and render the necessary assistance to the secretary in her defense, provided the secretary's conduct was justified based on what a reasonably prudent person would do in like or similar circumstances.

- (a) In the event the provisions of this Section are met, the secretary shall be paid for the time necessarily spent in the resolution of such a matter.

Section 12: Secretaries shall not be required to remain in a building alone at times other than their regularly scheduled working hours.

Section 13: The Board agrees to contribute up to fourteen (\$14.00) dollars per month, for each full-time secretary, towards the purchase of MESSA health insurance commencing July 1, 1972, and effective July 1, 1973, increase its contribution towards the purchase of MESSA health insurance by four (\$4.04) dollars and four cents per month for each full-time secretary for a total contribution of eighteen (\$18.04) dollars and four (4) cents per month during the third year of this contract.

Section 14: The Board agrees to make available to the Association any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board.

Section 15: If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 16: It is understood and agreed that a committee will be formed for the purpose of drafting recommendations which delineate the job responsibilities of the secretaries by classification. Said committee shall be composed of three (3) secretaries which fairly represent all of the various jobs performed by the secretaries and three (3) representatives of the Board. Said committee shall make recommendations to the Superintendent on or before February 15, 1972, for his evaluation and possible implementation.

Section 17: It is understood and agreed that all wage increases and increases in fringe benefits provided for by this agreement shall become effective as, if and when and to that extent permissible under the wage freeze recently announced by the President of the United States in Executive Order 11615 dated August 15, 1971, and



subsequent amendments thereto.

### ARTICLE XII - STRIKES AND LOCKOUTS

Section 1: The Association agrees that during the life of this agreement neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow-down or strike. The Board agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or strike which has not been authorized by the Association may be disciplined or discharged in the sole discretion of the Board.

### ARTICLE XIII - DURATION

THIS AGREEMENT shall become effective as of the \_\_\_\_\_ day of November, 1971, and the terms and provisions thereof shall remain in full force and effect until 12:01 A.M. on the 1st day of June, 1974, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Benton Harbor, Michigan, on this \_\_\_\_ day of November, 1971.

BENTON HARBOR CHAPTER OF THE  
MICHIGAN ASSOCIATION OF EDU-  
CATIONAL SECRETARIES, MICHIGAN  
EDUCATION ASSOCIATION

Mary H. Conner  
President

Nona L. Rauch  
Secretary

Sara B. Johnston

Olene M. Lester

BENTON HARBOR AREA SCHOOL DISTRICT  
BOARD OF EDUCATION

Oliver Rector  
President

Harold A. Blakeslee  
Secretary

APPENDIX "A"

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Effective The First Year of the Contract

<u>Class</u>	<u>0-1 Year</u>	<u>1-2 Years</u>	<u>2-3 Years</u>	<u>3-4 Years</u>	<u>4-5 Years</u>	<u>5-6 Years</u>	<u>6-7 Years</u>	<u>7-8 Years</u>
I	2.00	2.10	2.20	2.30	2.40	2.50	2.60	2.70
II	2.20	2.30	2.40	2.50	2.60	2.70	2.80	2.90
III	2.27	2.37	2.45	2.56	2.67	2.80	2.92	3.07
IV	2.57	2.74	2.89	3.09	3.26	3.49	3.79	3.96

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Effective The Second Year of the Contract

<u>Class</u>	<u>0-1 Year</u>	<u>1-2 Years</u>	<u>2-3 Years</u>	<u>3-4 Years</u>	<u>4-5 Years</u>	<u>5-6 Years</u>	<u>6-7 Years</u>	<u>7-8 Years</u>
I	2.10	2.20	2.30	2.40	2.50	2.60	2.70	2.80
II	2.30	2.40	2.50	2.60	2.70	2.80	2.90	3.00
III	2.50	2.60	2.70	2.80	2.90	3.00	3.10	3.20
IV	2.69	2.86	3.01	3.21	3.38	3.61	3.91	4.08



APPENDIX "A"

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Effective The Third Year of the Contract

<u>Class</u>	<u>0-1 Year</u>	<u>1-2 Years</u>	<u>2-3 Years</u>	<u>3-4 Years</u>	<u>4-5 Years</u>	<u>5-6 Years</u>	<u>6-7 Years</u>	<u>7-8 Years</u>
I	2.20	2.30	2.40	2.50	2.60	2.70	2.80	2.90
II	2.40	2.50	2.60	2.70	2.80	2.90	3.00	3.10
III	2.60	2.70	2.80	2.90	3.00	3.10	3.20	3.30
IV	2.90	3.00	3.10	3.20	3.30	3.40	3.50	3.60

Section 1: The time designations (years) set forth in the above schedules are applicable to employees who are hired for and remain in the same classifications for the periods designated.

When an employee is awarded another classification through the bidding procedure as provided in Section (4) of Article VIII she shall then as of her next anniversary date in that class receive the incremental step increase which will advance her one step in the pay scale for the job she was thus awarded.

Section 2: It is understood and agreed that a class four (4) employee who, as of the payroll period prior to the second anniversary date of this agreement to which this Appendix is attached, is being paid in excess of the maximum of the rate range designated for her class shall receive a general increase of twenty (20) cents per hour the third year of the contract in addition to her incremental step increase provided she is

eligible for it and shall continue to receive such red-circle rate only when working in such job class until such time as she has been awarded another job through the bidding procedure. When such employee is working in any other job class the applicable rate shall be governed by Section 9 of Article III of the contract and whenever such employee is awarded any other job through the bidding procedure she thereafter forfeits the red-circle rate should she later for any reason return to the original job.