

MASTER AGREEMENT

Between the

SCHOOL SECRETARIES UNION

And the

NEW HAVEN
COMMUNITY SCHOOLS
BOARD OF EDUCATION

2011-2012

2012-2013

2013-2014

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Preamble

THIS AGREEMENT entered into this 10th day of OCTOBER 2011 between the BOARD OF EDUCATION OF THE NEW HAVEN COMMUNITY SCHOOLS; NEW HAVEN, MICHIGAN hereinafter referred to as the "Board" and THE NEW HAVEN SCHOOLS SCHOOL SECRETARIES, hereinafter referred to as the "Union."

Article 1: Recognition

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Article 379, Public Acts of 1965, for all School Secretary personnel.

The Board agrees, for the duration of this Agreement, not to negotiate with any organization other than the New Haven School Secretaries.

Article 2: Non-Discrimination

The Board and the Union agree that all employment decisions will be made in a non-discriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability.

In the construction of words used in this Agreement, whenever the female gender is used, it shall also be construed to include the male gender and vice versa.

Article 3: 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 employees.

- A. Job Security. The parties recognize that the interest of the community and the job security of the employees depend upon the district's success in establishing a proper service to the community.
- B. Encourage Friendly Relations. To these ends, the District and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among employees.

Article 4: Management Rights

The Board on behalf of itself and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other national, state, county, district, or local laws or regulation as they pertain to education.

Article 5: Joint Responsibilities

- A. **Recognition of Employee Rights.** The Board recognizes the right of public employees to organize together in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employer through representatives of their own free choice.
- B. **Furnishing Information.** The Board agrees to make available to the Union, upon reasonable request, information concerning the financial resources of the District, tentative budgetary requirements and locations, etc., that will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints.
- C. If any provision of this Agreement shall be found contrary to law or declared illegal or invalid by legislation, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; however, all remaining provisions shall continue in force and effect.

In the event any provision is found illegal or invalid, the Employer and the Union will meet within twenty (20) working days to discuss the impact of that finding upon this contract.

D. Request to Meet: Upon the request of the District or the Union mutually agreed upon conferences may be called to discuss or review important matters.

1. Representation and Arrangements.

- a. Such conferences may be arranged between the steward and the designated representative of the Employer.
- b. Generally, such meetings shall be limited to two (2) representatives of the Union and two (2) representatives of the Board.
- c. Generally, arrangements shall be made in advance accompanied by a proposed agenda of matters to be discussed.
- d. Unless other arrangements have been made prior to the meeting, the conferences shall be limited to the agenda items.

2. Time Away from Work: When special conferences have been arranged in advance and by mutual consent, members of the Union shall not be docked time and/or pay for time spent in such.

Article 6: Grievance Procedure

A. Definitions

1. Days: Shall refer to working days.
2. Grievance: An alleged violation, misinterpretation or misapplication of provisions of this Agreement.
3. Immediate Supervisor: The building administrator or designee to whom the School Secretary is assigned. If working during the summer and neither the building administrator or his/her designee is available, the Superintendent or his/her designee becomes the immediate supervisor.

B. Grievance Process: By-passing any of the steps herein outlined may be grounds for denying a grievance.

1. Step One – Immediate Supervisor: Within three (3) days of the alleged grievance or of the date the employee could reasonably have been expected to be aware of the conditions leading to it, the grievant may discuss the grievance with his/her immediate supervisor or steward who may then discuss it with the immediate supervisor. If the matter is not resolved to the satisfaction of the grievant, the

Union may, within three (3) days of the meeting with the supervisor, submit the grievance, in writing, to the immediate supervisor. The supervisor shall then have three (3) working days from the date of the written grievance to respond to same in writing with copies to the grievant, steward and Superintendent.

2. Step Two – Appeal Supervisor’s Decision: The Union shall have three (3) days from the date of receipt of the immediate supervisor’s decision to appeal the decision, in writing, to the Superintendent or his/her designee.

Within five (5) days of receipt of the written appeal the Superintendent or his/her designee shall arrange for a meeting with Union representatives. Within five (5) days of this meeting the Superintendent or his/her designee will give his/her written response to the grievance to the Union.

3. Step Three – Appeal Superintendent’s Decision: The Union shall have three (3) days from the date of receipt of the Superintendent’s decision to appeal to the Board of Education. The appeal shall be in writing specifying its objections to the Superintendent’s decision. The appeal shall be directed to the Secretary of the Board and delivered to the Board of Education office. The Secretary of the Board shall then have fifteen (15) days from the date of receipt of the Union appeal to arrange for a meeting to discuss the grievance.

The Secretary of the Board will inform the Union, in writing, within thirty (30) days of this meeting of its decision.

4. Step four - Within thirty (30) calendar days after receipt of the Board’s response at Step 3, the Union may move the grievance to arbitration by notifying the Board of their intent to arbitrate. The arbitrator shall be selected on a rotating basis from a list of three arbitrators mutually selected by the parties. The arbitration proceedings will be conducted in accordance with the rules and regulations of the American Arbitration Association.

- C. The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this agreement.
- D. Each party will bear the full costs for its side of the arbitration and will pay one-half of the costs of an assigned arbitrator. Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the 4th step.
- E. Discharge. Notwithstanding the foregoing procedure for the processing of grievances, protests against the discharge of an employee shall automatically by-pass the first two (2) steps of the procedure and be lodged at Step Three (3) for consideration, commencing at the appropriate administrative authority by the Union. This shall be done within five (5) working days of the discharge.

- F. Any time limits in this procedure may be mutually extended by the parties.
- G. The Chapter Chairperson may be permitted to leave work for the purpose to investigate and/or adjust grievances by permission of the immediate supervisor, not to exceed one (1) hour per day.

Article 7: Job Classifications

A. Classification I

- 1. Positions/Work Year: The work year for this position shall consist of a fifty-two (52) week work year.

During the time period after the Classification 2 and 3 secretaries are no longer present in the building, the Classification I secretary may, upon agreement with the high school principal, adjust the starting and ending times of the work day to meet individual and District needs.

- 2. Extra Compensation and Duties: This position is considered as Classification I secretary. It is a position in which one secretary in an office of two (2) or more secretaries takes over certain responsibilities that include the efficient operation of the offices under her immediate supervisor, the high school principal.
 - a. Classification I, which is the head secretary's position, is a full year (52 week) position, which is the basis for the difference in salary.
 - b. Among the duties for this position are:
 - (1) To organize office procedures as per her immediate supervisor's instructions.
 - (2) Sorting of all work, in and outgoing mail, correspondence and memos from the offices.
 - (3) Follow-up of normal work assignments as per her immediate supervisor's instruction.
 - (4) Insuring that normal policies of the organization are complied with.
 - (5) Public relations for the high school office.

- (6) To conduct meetings for dealing with office organization as per her immediate supervisors instructions.
- (7) To ensure that the secretarial duties of all are carried out quietly and efficiently as per her immediate supervisor's instruction.
- (8) To attempt to resolve all problems before her supervisor is notified.
- (9) Any other job related duties assigned.

B. Classification II

- 1. Work Year: The work year for individuals in this classification shall be all days which teachers are regularly scheduled. In addition, the work year will include three (3) weeks prior to the start of the school year and three (3) weeks after the last day of the school for teachers. Unpaid furlough days for teachers are included as teacher work days.
- 2. Positions in Classification: This classification covers the positions of:
 - a. Assistant Secretaries, High School Office
 - b. Counselor's Secretary
 - c. Elementary Principal's Secretary
 - d. Middle School Principal's Secretary

C. Classification III

- 1. Work Year: The work year for secretaries in this classification shall be all days which school is regularly scheduled. In addition, the work year will include one (1) week prior to the start of the school year and one (1) week after the last day of the school year for teachers.

In the event building administration feels that secretaries of this classification are needed in the building prior to this start time, it is agreed that they will be notified at least five (5) days in advance of their need to report for work by the administrator in charge and will receive additional pay for the days worked.

- 2. Positions: This classification shall consist of the following positions:
 - a. Associate High School Secretary
 - b. Associate Middle School Secretary
 - c. Associate Elementary Secretary
 - d. Clerks
 - e. Federal Program Director's Secretary

f. Food Service Secretary

- D. Wage Rate for New Positions: In the event a new position is created which does not appear to fall within the Job Titles and Classifications described in this article, the District will establish an applicable classification and rate structure.

Prior to filling or posting a position the Superintendent or his designee will meet with representatives of the Union to discuss the classification and rate structure.

- E. Increments: Increment changes will be made annually on the last pay of June.

Article 8: Compensable Leave

A. Sick Leave

1. Earning/Accumulation: Sick leave shall be earned at the rate of one (1) day per month for both ten (10) and twelve (12) month secretaries up to a maximum of ninety (90) days. Any sick leave days accumulated over the maximum of ninety (90) days shall be paid to the employee, at the end of June, at the rate of 50% of the daily rate of the employee for only the excess days.
2. Pay for Unused Sick Days: An employee terminating her employment in accordance with Article 16 shall be eligible for a payment of thirty dollars (\$30.00) per day of accumulated sick days.

B. Business Days

1. Number: With a minimum of seventy-two (72) hours notice, except in cases of emergency, secretaries shall be granted four (4) business days per year not deductible from sick leave.
2. Additional Deductible Day: One (1) additional day, deductible from sick leave, may be granted with a minimum of one (1) week's advance notice.
3. Limitations on Usage:
 - a. Days granted are for the purpose of pressing business that cannot be transacted at times other than normal working hours.
 - b. Such days shall not be used for recreational purposes.
 - c. Unless approved in advance by the Superintendent, due to extenuating circumstances, such days may not be taken immediately before or after a scheduled break or vacation.

- C. Assignment of Benefits Upon Death: If an employee dies while actively employed by the District, any benefits owed shall be paid to his/her estate or beneficiary according to the terms, conditions, and/or discretion's designated with regard to retirement benefits.
- D. Bereavement Leave:
 - 1. In the event of a death of a secretary's children, mother, father, sister, brother, grandmother, grandfather, grandchildren, brothers-in-law, sisters-in-law, current spouse, or current spouses' parents, he/she will be given a maximum of three (3) days off not deductible from sick leave.
 - 2. In the event of the death of the secretary's or current spouses' uncles, aunts, nephews, nieces and first cousins or any member of his/her household, he/she will be given a maximum of two (2) days off, deductible from accumulated sick leave.
 - 3. Either of the foregoing provisions may be extended by the Superintendent or his/her designee if, in his/her judgment, the time limits stated herein are not sufficient to allow for the adjustments and demands encountered at the time of bereavement. Such extensions of time shall be deductible from the individual's accumulated sick leave.
- E. Whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

Article 9: Non-Compensable Leave

- A. Types of Leave: Leave without pay for non-probationary employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided for military leave, physical incapacity, childbirth, and child care. Seniority and benefits will continue during the leave to the extent covered by the Family Medical Leave Act.
- B. Other leaves: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Board of Education without recourse to the grievance procedure. Employees being granted such leave shall be required to report for duty upon termination of the leave and subject themselves to the contract provisions on Vacancies. Seniority and benefits will continue during the leave to the extent covered by the Family Medical Leave Act.
- C. Reduced to Writing. All requests for leave and approval shall be in writing and shall include specific dates of leaving and endings of the leave.

- D. Whenever five (5) or more consecutive non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.
- E. Sick Leave.
 - 1. Non-probationary employees who have exhausted their accumulated sick leave shall be granted a non-compensable sick leave up to and including a period of not more than one (1) year, including all accumulated sick leave days taken. Such employee shall, upon the effective date of the physician's release, report back to work to a position in their classification.
 - 2. Employees being granted such leave shall be required to report for duty upon the termination of this leave. An extension may be granted at the discretion of the Board. Failure to report for duty on the date agreed may subject the employee to termination.
- F. Military Leaves. Full time employees who leave the school district for induction into any branch of the armed forces of the United States and who upon termination of such service:
 - 1. Receives an honorable discharge from the Armed Forces.
 - 2. Is still qualified and competent to perform the duties of his/her position.
 - 3. Make application to the school district for re-employment within ninety(90) days after he/she is released from military service, shall be restored to work or to a job of the like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

Article 10: Jury Duty

Any school secretary called for jury duty during school hours shall be paid his/her wages for the duration of the jury duty served provided all monies earned as a juror are turned over to the New Haven Community Schools. The district will reimburse the employee for any mileage paid to them for jury service that is a part of the reimbursement check.

Article 11: Vacancies

- A. Postings: New positions or positions resulting from terminations or resignations shall not be filled, except on a temporary and/or emergency basis, until they have been posted

within all buildings in the District for a period of ten (10) days, unless a shorter period is agreed between the Board and the Union. .

B. Filling Vacancies:

1. Any employee may apply for such a vacancy provided they meet the minimal requirements stated in the posting and the job description for the position. In filling vacancies the Board agrees to give due weight to the background, length of time in the District's employ, attainment and skills of all applicants, and other relevant factors.
2. District candidates must make written application as per posting directions. Qualifications, performance, ability, and education being equal, the seniority of the employee will then receive first consideration if the District's decision is to fill from within.

C. Promotion: A secretary promoted to a new position or classification shall receive a sixty (60) work day trial period in the position. If, at any time during the trial period, either the individual or the District feels, during this period, the person is not suited to the position, the individual shall return to her former position with her pay adjusted accordingly if a pay grade change was involved. This return to the former position will not be the subject of a grievance.

D. Transfers: The discretion to transfer an employee rests solely with the Board of Education. Due consideration will be given to length of time in the District's employ, attainment of relevant skills and other relevant factors.

Article 12: Seniority

- A. **Date of Seniority, Seniority Lists:** The seniority of all school secretaries shall commence with the first day of regular hire, by action of the Board of Education, in the New Haven School District. The Union shall be furnished, annually, with a district wide list setting forth in the order of their seniority, each employee's name, seniority number, effective hiring date and classification. If more than one (1) employee commences work on the same date, seniority will be determined by the last four (4) digits of the employee's social security account number. The employee with the lower number will be senior employee.
- B. The Union will be provided with a list of new hires and terminations upon completion of the employee's probationary period, as well as all other changes as they occur.
- C. **Probationary Periods**

1. At initial employment: Individuals hired, as secretaries under this Agreement shall serve a probationary period of ninety (90) school days.
2. If, during the probationary period the District determines that the employee's performance or work habits are not at a satisfactory level; the employee may be dismissed.

New employees, while in their probationary period, may be terminated without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

D. Loss of Seniority: Seniority shall be eliminated and the employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.
2. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanation for the absence and lack of notice which are satisfactory to the school administration.
4. If he/she fails to return to work from layoff when recalled from layoff as set forth in their call procedure provided herein.
5. If he/she overstays a leave granted for any reason, as hereinafter provided without a good cause.
6. If he/she is on layoff for a period exceeding three (3) years or the duration of his/her seniority at the time of layoff, whichever is greater.
7. The reasons listed for loss of seniority are not exclusive.

Article 13: Lay-Off and Recall

A. Lay-Off Procedure.

1. Lay-off shall mean a reduction in the employee workforce due to a decrease in work, or loss of funding for a particular program, or a financial emergency.
 - a. In the event of reduction in staff, said reduction shall be in order of seniority, lowest to highest.
 - b. In the event an individual is laid off, his/her seniority shall be frozen for a period of three (3) years or the duration of the layoff, whichever is shorter.
 - c. If an employee is laid off, he/she will be entitled to his/her prorated longevity during the school year in which the layoff occurs.

- d. An employee on lay-off may engage in other employment until a position in the district is available.
 - e. In the event of a lay-off, the affected employee and the Union will be given at least ten (10) working days advance notice of the effective date of the layoff. Such notice shall be in writing.
- B. Recall Procedures: Laid off employees shall be recalled in inverse order of lay off, i.e., last laid off, first recalled, provided they are qualified for the position open.

The Board will mail a notice of recall to the last known address of the employee. It is the responsibility of the employee to keep the Superintendent's Office aware of any changes of address of the employee. If the employee fails to report for work within ten (10) work days after mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the employee as having terminated his/her employment. Failure to receive the recall notice as a result of an incorrect address will not be considered the fault of the Board.

Article 14: Resignation, Retirement, Discharge Demotion, Suspension

- A. Resignations: An employee wishing to resign shall give the District written notice of intent ten (10) days prior to the requested effective date of termination. Less than ten (10) days notice may subject the employee to forfeiture of earned vacation time (12-month employees only) and reimbursement for earned but unused sick leave. In instances the employee has no control over, such as a spouses' move to another area, etc., the Superintendent may approve an exception to the ten (10) day notification.
- B. Retirement Benefits: As long as mandated by the State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- C. Termination Leave Benefit: The Board of Education in appreciation for services to the school district agrees to pay, upon retirement or termination of employment, the amount of thirty-five dollars (\$35.00) per year of service for employees with at least ten (10) years of service to the school district.
- D. Discharge, Demotion and Suspension: An Association member facing discharge, demotion or suspension may appeal such beginning with step two (2) of the grievance process.

Article 15: Insurance

- A. **Worker's Compensation:** Members shall be covered under applicable Workers' Compensation statutes. In the event of an on-the-job injury in which the employee is entitled to benefits under the Act, the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of his/her sick leave shall then be deducted from his/her accumulated days of such. Employee seniority and benefits, excluding sick time accumulation, will continue for one year during a workers compensation leave.
- B. **Insurance Coverage, General:** It is understood that the coverage's described herein apply to full time employees only and that benefits for less than full time employees shall be on a prorated basis. Full time as defined here will mean those hired for a full work day, whether in 10-month or 12-month positions.
- C. **Long Term Disability Coverage:** As long as a carrier is available to provide such at a reasonable cost the Board will provide each member with the following coverage:
1. For any disability, as defined by the carrier, which exists for a period exceeding six (6) months.
 2. 66 2/3% of the first \$7500 of pre-disability earnings up to a maximum of \$5000.
 3. To age 65 or applicable statutes.
- D. **Hospitalization:** The District will cover, with a 20% of premium payment, single subscriber hospitalization coverage using the same insurance as in the teacher contract. Co-payment of premiums will be deducted through Section 125 of the IRS rules. In the event other health care programs are made available to the employee as alternatives, employee participation in such shall be voluntary.
- The Board agrees to allow the employee to purchase full family or self and spouse health insurance, above the currently provided single subscriber insurance, at their own expense through payroll deduction.
- E. **Dental:** Full-family, Class I and II.
- F. **Vision:** Vision II insurance.
- G. **Term Life Insurance:** For each eligible full time employee the District shall provide term life insurance coverage for the term of this contract in the amount of thirty thousand dollars (\$30,000.00).
- H. An employee may elect to not be covered through the District's medical coverage. If the employee elects not to be covered through the District's medical coverage, the employee

shall be eligible for an annuity program in the amount of 48% of the annual single subscriber rate in effect at the time of the election from a company approved by the Board.

- I. Un-negotiated additional benefits that are Federally mandated will be paid by the employee up to the maximum of the law.

Article 16: Inclement Weather/School Closings

On those days in the year when inclement weather makes it necessary to close school (i.e., "act of God" day), secretaries shall not be expected to report for regularly scheduled work unless called by their immediate supervisor. Days scheduled for make-up of excess "Act of God" days will be worked by the secretary and pay earned for earlier non-worked days will be shifted to the rescheduled days.

The first inclement weather day of each school year will be an unpaid furlough day.

Article 17: Vacations Days and Holidays

- A. Vacation Time, Payments and Limitations on Accumulation: Vacation time may not accumulate from year to year without the written approval of the Superintendent of his/her designee.

If circumstances appear to be present that will prevent the employee from taking earned vacation time, the employee will present such circumstances, in writing, to the Superintendent who shall then decide if:

1. The employee is to take the time off or;
 2. Whether the employee may carry the time over or have the option of being paid for the time at his/her current daily rate.
- B. Paid Vacation Time: Only twelve (12) month employees will be granted paid vacation time. Vacation time shall be earned as per the following conditions:
 1. Time Credits: It is understood that years of service for the purpose of earned vacation credit means continuous years of service under this bargaining agreement and does not include previous years of service in another classification nor credit granted on the wage scale for outside experience and does not include years of service prior to a quit. Recognized leaves of absence and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating vacation time.

2. Twelve (12) month employees will be granted vacation days annually to be used on days when school is not regularly scheduled. Days will be granted according to the following schedule. These days are to be scheduled in advance with their immediate supervisor.
 - a. Six (6) months to one (1) year of employment 5 days
 - b. One (1) year through seven (7) years 10 days
 - c. Eight (8) years through thirteen (13) years 15 days
 - d. Fourteen (14) years through fifteen (15) years 21 days
 - e. Sixteen (16) years or more 23 days
- C. Holidays. Twelve month employees will be granted thirteen (13) paid holidays according to the terms following.
 1. Celebrating
 - a. If school is in session for any of the holidays listed, the secretaries will be expected to report for work.
 - b. If school is not in session for students on a holiday listed herein the school secretarial will not be expected to report for work.
 2. Recognized holidays where if school is not in session, secretaries are not expected to report for work:
 - a. The day before New Year's
 - b. New Year's Day
 - c. Thanksgiving Day
 - d. The day after Thanksgiving
 - e. Memorial Day
 - f. Independence Day
 - g. Labor Day
 - h. The day before Christmas
 - i. Christmas Day
 - j. All day Good Friday
 - k. Martin Luther King Day
 - l. The employee's birthday (if the employee is required to work on this day, he/she will be granted either a compensatory day or holiday pay)
 - m. Floating holiday (scheduled in advance with his/her supervisor)

The Friday before Memorial Day will be an unpaid furlough day.

- D. Secretaries of Classification 2 and 3 will be entitled to two (2) paid holidays during the school year.

1. The employee's birthday.
2. Floating Holiday. To be scheduled in advance with his/her supervisor.

It is understood that these days may not be used together or to extend already scheduled school holidays.

Article 18: Miscellaneous Provisions

- A. Conference Attendance and Reimbursement: Upon the recommendation of the individual's immediate supervisor and the written approval of the Superintendent, an employee may be granted up to three (3) days each school year with pay to attend conferences, workshops or institutes connected with her employment.

Reimbursement for expenses will be in accordance with those stated in the prior approval form submitted to the Superintendent and via applicable receipts.

- B. The Board agrees, provided it does not interfere with the regular function of the school program, to allow the Union to use the school buildings for local Union meetings.

- C. Copies of Agreement: Copies of this Agreement provided as a pdf file at the expense of the Board and given to all Union members.

New employees are to be given a copy of this Agreement as soon as they begin employment.

- D. Bulletin Board: The Union shall have the right to post notices of its activities and matters of concern on bulletin board space within the staff lounge area.

- E. New Jobs: New jobs in the bargaining unit may be created by the school administration. The Union may request a meeting with the Board, at a mutually agreed time, for the purpose of discussing a new wage rate. In the event that an agreement is not reached at the meeting, it will become a proper matter for institution (within 15 days) of the third step of the grievance procedure.

- F. Employer Scheduled Meetings: All meetings scheduled by the Employer not otherwise provided for in this contract shall be scheduled at least a day in advance of the meeting.

- G. Automobile Allowance: Employees who use privately owned automobiles in the course of their duties shall be reimbursed at the IRS rate per mile providing that such use shall be previously authorized, in writing, by the Superintendent or his/her designee.

- H. Continuing Education. With prior written recommendation by his/her supervisor, and the written approval of the Superintendent, an employee may be reimbursed for tuition payments for successfully completed courses specifically related to his/her work assignment.
- I. Payroll Procedures: In addition to the standard deductions employees may authorize, via appropriate district forms, payroll deductions are available for:
 - 1. U. S. Bonds
 - 2. United Foundation
 - 3. Credit Union
 - 4. Tax Sheltered Annuities: Annuities shall be restricted to those companies previously approved by the Board of Education.
- J. Bargaining Unit Classification: The Board agrees to annually furnish the Union a listing of all bargaining unit members, their classifications, and their salaries.
- K. Personnel Files. Each employee, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Office. A member of the Union may, at the employee's request, accompany the employee in this review.

No material detrimental to the employee may be placed into his/her file without the employee's knowledge. To this end, employees will be provided with a copy of any material which is to become a part of the personnel file and will sign the material prior to its becoming a part of the personnel file. The employee's signature shall not be interpreted to mean agreement or disagreement with the contents of the material, but only knowledge of its existence. Employees will be entitled to have a written response to the material attached and made a part of the permanent file.

Records of disciplinary action and suspension will remain in the individual's personnel file for five (5) years from the date of the action. At the end of the five (5) year period, the report may be removed from the employee's personnel file. In order to be considered for removal, the employee must give a written request for the records to be removed. The records will be removed within five (5) days of receipt of the request.

- L. Recognizing that the district is facing continuing financial challenges because of state school aid cuts, the parties agree that if an Emergency Financial Manager is appointed by the Michigan Department of Education for the district during the term of this contract, that they will meet to review what, if any, mutually agreeable changes in the wages, hours, terms, and conditions of employment that are provided for herein are appropriate and necessary.

Article 19: Compensation

- A. Work/Wages: The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- B. Normal Schedule: The normal work schedule shall be Monday through Friday. A full time position, according to this contract, will be an eight-and-one-half (8 ½) hour day, with one-half (½) hour for meals. Depending upon the location, the starting and ending times of the work day may be different. Starting and ending times will be determined by the building principal.
- C. Members of the School Secretarial Union may be paid in either 23- or 26-pays, with their decision to be made prior to the start of the school year.
- D. The work year shall be all days upon which school is regularly scheduled plus additional work days (before and after the school year) as the secretarial job classifications are defined in this agreement.
- E. Longevity: Each secretary will receive \$60.00 (Sixty Dollars) for every year of service to the district beyond seven (7) years of service. This will be paid on the anniversary date of their date of hire. This will apply to all secretaries newly hired after January 1, 2001.

It is understood that years of service for the purpose of longevity means continuous service under this bargaining agreement and does not include previous years of service in another classification, or position outside the district, nor credit granted on the wage scale for experience outside the school district and does not include years of service prior to a quit. Recognized leaves of absence and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating longevity eligibility.

- F. Hourly rate calculation. It is understood that, when necessary, the calculation of the daily rate of pay for secretaries shall be done by taking the total amount paid, divided by the total number of days actually worked by each secretarial classification. When the hourly rate is needed, the daily rate of pay will be divided by 8 hours.
- G. Class II secretaries who have completed all of their job requirements prior to their last work day (during the three weeks after the end of the school year) may, with written approval of their building administrator, end their work year early. It is understood that secretaries will be docked pay for those days not worked per the daily rate calculation outlined in this agreement.
- H. All payroll checks will be direct deposit with electronic paystubs available on-line.

I. Salary Schedule

For the duration of this contract, steps will be accrued but not paid.

NEW YEARS TO BE INSERTED

<u>Classification 1</u>	2011-12	2012-13	2013-14
Step 1	\$28,145	\$28,145	\$28,145
Step 2	\$29,004	\$29,004	\$29,004
Step 3	\$29,570	\$29,570	\$29,570
Step 4	\$30,831	\$30,831	\$30,831
Step 5	\$32,952	\$32,952	\$32,952

<u>Classification 2</u>			
Step 1	\$22,260	\$22,260	\$22,260
Step 2	\$23,061	\$23,061	\$23,061
Step 3	\$23,789	\$23,789	\$23,789
Step 4	\$24,412	\$24,412	\$24,412
Step 5	\$26,240	\$26,240	\$26,240

<u>Classification 3</u>			
Step 1	\$19,829	\$19,829	\$19,829
Step 2	\$20,425	\$20,425	\$20,425
Step 3	\$20,906	\$20,906	\$20,906
Step 4	\$21,528	\$21,528	\$21,528
Step 5	\$23,409	\$23,409	\$23,409

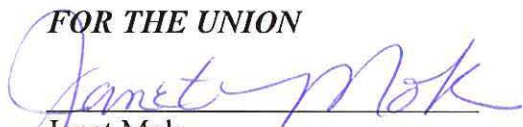
Article 20: Duration of Agreement

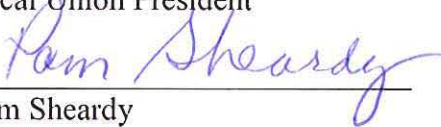
- A. Effective: This Agreement shall become effective on October 10, 2011 and shall continue in full force and effect until October 11, 2014 and from year to year thereafter.
- B. Termination of Agreement: In the event either party wishes to terminate this Agreement, or modify or amend any article of clause hereof, notice to that effect shall be given in writing to the other party no less than sixty (60) days nor more than ninety (90) days prior to the termination date of this Agreement. The modification or amendment of any specific article or section thereof shall not affect the remainder of this Agreement.

In the event the parties to this Agreement have not reached a new agreement by July 1, this Agreement shall thereafter be extended unless either party notifies the other party in writing that the Agreement is terminated ten (10) days prior to the desired termination date.

- C. Continuation: If no notice of termination or modification is given by either party as provided for herein, this Agreement shall automatically continue in full force and effect from year to year.
- D. Witness of: IN WITNESS WHEREOF, the undersigned have affixed their signatures.

FOR THE UNION


Janet Mok
Local Union President


Pam Sheardy
Local Union

2-15-2012
DATE

FOR THE BOARD OF EDUCATION


KENNETH B. THOMPSON, II, President


REGINA PATTON, Secretary


KEITH WUNDERLICH Ed.D., Superintendent

3/5/12
DATE