

June 30, 1971

CLERICAL AGREEMENT

between the

BOARD OF EDUCATION
RUDYARD TOWNSHIP SCHOOL DISTRICT #11

and the

RUDYARD TOWNSHIP SCHOOLS
SECRETARIAL AND CLERICAL ASSOCIATION

July 1, 1969 to June 30, 1971

RUDYARD TOWNSHIP SCHOOLS

CLERICAL AGREEMENT

This Agreement is entered into this 1st day of July 1969 by and between the Board of Education of the Rudyard Township School District #11, hereinafter called the BOARD and the RUDYARD TOWNSHIP SCHOOL SECRETARIAL and CLERICAL ASSOCIATION, hereinafter called the ASSOCIATION.

WITNESSETH

WHEREAS the BOARD has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the ASSOCIATION as the representatives of its permanent Clerical Personnel with respect to hours, wages, terms and conditions of employment.

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

ARTICLE I

Recognition

A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all permanent personnel engaged in secretarial and clerical work as specified in Schedule A, excluding Teacher Aids, part time Public Library Clerks and any temporary clerical help employed for a specific job. The term "secretarial or clerical", when used herein after in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to female shall include male.

ARTICLE II

Employees' Rights

A. The BOARD hereby agrees that clerical personnel as defined

in ARTICLE I shall have the right to organize, join and support the ASSOCIATION for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The BOARD agrees that it will not directly or indirectly discourage or deprive or coerce any clerical employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Consitution of Michigan and the United States; that it will not discriminate against any clerical employee with respect to hours, wages or any terms or conditions of employment by reason of his or her membership in the ASSOCIATION, the participation in any activities of the ASSOCIATION in collective negotiations with the BOARD, or her institution of any grievance, complaint, or proceeding under this Agreement.

B. The BOARD specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

C. The ASSOCIATION and its members shall have the right to use school facilities during the normal time that the school is open for meetings with such use to be cleared through the Principal of the building involved and provided it is not during the regular working hours of the clerical staff. Established Media of communications, local telephone calls, and inter-school mail, shall be made available to the ASSOCIATION and its members for ASSOCIATION business.

D. The BOARD agrees to furnish to the ASSOCIATION in response to reasonable requests from time to time all the available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the ASSOCIATION in developing intélligent, accurate, informed, and constructive programs on behalf of the clerical personnel, together with information

which may be necessary for the ASSOCIATION to process any grievance or complaint, insofar as it does not invade upon the privacy of the personnel files.

ARTICLE III

Management Rights

A. The BOARD, on its own behalf and on the 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 to:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours. The BOARD agrees that action and activities outside of working hours is their concern only when such actions include moral turpitude or actions that reflect on the good name of the schools.
2. To hire all employees and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
3. To make the decision as to which clerical staff members shall be retained in the event that a reduction in personnel becomes necessary due to a decreased enrollment, financial necessity or elimination of any clerical position. Factors such as ability, training, job requirements and length of employment

will be considered in determining which personnel shall be retained. However none of these factors shall be binding on the decision of the Board.

4. In the event of increase in clerical staff, those people whose positions have been eliminated will be given the first opportunity in filling the position.
5. To determine the working hours, duties, responsibilities and assignment of clerical staff members and the terms and conditions of employment.

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 such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV

Compensation

A. The salaries of clerical personnel are set forth in Schedule A which is attached to and incorporated in this Agreement. Salary Schedule A shall include classification, wage rates and hours of work.

B. Overtime in excess of the regular hours in any one day, or outside regularly established working hours, or on weekends or holidays shall be paid for at the rate of 1½ times the regular rate of pay.

C. No overtime shall be worked by any clerical employee without prior authorization by their superior to whom they are normally responsible.

D. The following days which are not worked by clerical staff members shall be considered as paid days: Labor Day, Thanksgiving and Friday following, Thursday and Friday prior to Easter, Easter Monday and the following holidays when they fall on a weekday: Christmas Day, New Years Day, Memorial Day and Fourth of July. A paid day for the Fourth of July shall apply to twelve month employees only.

E. On days when school is not in session due to storms and the roads are unsafe for travel, clerical personnel will not be charged with sick leave for the morning if they report to work prior to 11:00 A.M. They will not be charged sick leave for the afternoon provided they report to work prior to 2:00 P.M.

F. Clerical staff members will not be required to work during the Christmas Vacation as established by the school calendar nor will they be paid for these days. Any clerical employee requested to work during the Christmas Vacation will be paid at their regular established rate for those days worked. Only those clerical staff members approved by the Administration will work during any vacation period. For the 1969-70 school year, clerical employees will not be paid for December 22, 23, 24, 26, 29, 30, 31, and January 2, 1970. Dismissal for Xmas vacation will be at 4:00 P.M. on December 19. For the 1970-71 school year, corresponding days for Xmas vacation will be used when the calendar is drawn up. If it is necessary to change the calendar due to new rulings by the State Department of Education, the above dates will also be changed to correspond with the calendar.

G. Clerical staff members shall be paid at the rate of .10 per mile for personal vehicle used on authorized school travel upon submitting a travel voucher.

ARTICLE V

Hours of Work

A. The normal workday, stating hours worked per day, will be determined when salary schedule is drawn up and will be so stated in said Schedule A.

B. All clerical personnel shall be entitled to a duty-free uninterrupted lunch period of thirty minutes and will be required to take such.

C. Clerical personnel will be provided a fifteen minute relief time in the morning and in the afternoon as indicated in their duty schedule.

D. One member of the clerical staff of the Central Administration Office shall take the outgoing mail to the post office at 4:20 each day. It shall be the responsibility of the clerical staff in the Jr. High School, Senior High School, Turner-Howson School and the Library offices to have the outgoing mail to the central office prior to this time.

E. All new employees shall be on probation for a period of ninety (90) days and right to release such probationary employees shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Anniversary date of hire will be retroactive to the beginning of the ninety day period.

ARTICLE VI

Work Loads and Assignments

A. The BOARD shall take reasonable measures to regulate work assignments and work loads within each classification.

B. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

ARTICLE VII

Transfers

A. Clerical employees desirous of consideration for transfer may place on file with the Assistant Superintendent for Business a statement indicating an interest in transfer.

B. In the event of a vacancy or the creation of a new position, the Assistant Superintendent for Business will give due consideration in filling a vacancy or new position to those employees who have filed a statement as stated in A above. Factors such as ability, training and job requirements will be recognized in this selection of persons to fill vacancies. When possible, the secretary of the Association shall be notified of such vacancies or new positions at least two weeks before such position is available.

ARTICLE VIII

Discharge and Suspension

A. An employee discharged or suspended who considers such discharge or suspension without good cause may present a grievance within ten (10) days of such action as provided in Article XII. Excluded from this provision shall be any employee who is released from employment due to reduction in personnel.

B. Any discharge or suspension not questioned in writing within ten (10) days of such action shall be considered final.

C. If any clerical employee for whom a grievance is sustained shall be found to have been unjustly discharged, she shall be reinstated with full reimbursement of all compensation lost.

ARTICLE IX

Resignation

A. Any clerical employee desiring to resign shall give notice in writing to the Assistant Superintendent for Business with a copy to her or his immediate supervisor at least two weeks prior to termination of employment, unless unusual circumstances warrant a shorter length of time for such action.

B. Any clerical employee who discontinues her service does not forfeit her right to earned vacation time up to that date.

ARTICLE X

Leave of Absence

A. Sick Leave - Clerical employees will be granted 13 days sick leave per year, with unlimited accumulation for unused portion of each years leave which shall be available in future years. Such sick leave to be prorated for any employee who does not work the normal year for their position.

B. Leaves of absence with pay chargeable against the employees sick leave allowance shall be granted for the following reasons:

1. Sick leave, which shall include: personal illness which makes it unwise for the employee to be at school; illness in the immediate family, and quarantine. Up to five days sick leave will be granted for death in the immediate family. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household.
2. Time necessary for attendance at the funeral service of person whose relationship to the employee warrants such attendance.

3. Three days for the conduct of personal business. Employees must notify their superior two days in advance of taking personal business days. Personal business days cannot be taken two days prior to or following school vacations. Personal business days shall not be accumulative from year to year. Days used for personal business shall be charged against the thirteen days sick leave granted per year.

C. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary.

D. Workmen's Compensation: Any clerical employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Act shall receive from the BOARD the difference between the allowance under the Workmen's Compensation Act and her regular salary for a period of time that funds from her accumulative sick leave shall provide. The time paid for under this provision shall be charged against the employee's sick leave.

E. After five (5) years service in the Rudyard Schools a full time clerical employee, upon termination of services, shall receive \$5.00 per day of accumulated sick leave to a maximum of \$300.00.

ARTICLE XI

Vacations

A. Twelve month employees shall receive five days vacation per year after one year and ten days after two years, fifteen days after fifteen years. Vacation time for the first two years shall be pro-rated on the

basis of 5/12 of a day per month for a twelve month employee who does not work an entire year. Such vacation to be taken during the time school is not in session during the months of June, July and August. The vacation schedule shall be made by the Assistant Superintendent for Business with allowance being made to meet needs of individuals.

B. All other clerical employees who do not work twelve months but do work for the full school year shall receive four days vacation after one year, eight days after two years and twelve days after fifteen years. Vacation time to be computed at 5/12 of a day per month for any clerical staff member who is not employed for the full school year. Such vacation pay shall be paid on the final check for the school year.

C. The above vacation schedule for Section B shall not go into effect until the 1968-69 school year and payment to the clerical staff members indicated in Section B shall be made at the end of each school year.

ARTICLE XII

Grievance Procedure

A. Definitions:

1. A grievance shall mean a complaint by the employee in the bargaining unit that there has been a violation of one or more of the provisions of this Agreement.
2. The term "Days" when used in this section shall, except where otherwise indicated, means working school days.

B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented in the following manner.

1. Level One: The employee with a grievance shall discuss the matter with her immediate supervisor or principal within ten

- (10) days of the occurrence; with the object of resolving the matter informally; or the grievance shall be considered waived.
2. Level Two: In the event the employee is not satisfied with the disposition of her grievance at Level One, she shall within five (5) days file the grievance in writing to the Assistant Superintendent for Business who shall issue a decision within five (5) days of receipt.
 3. Level Three: In the event that the employee is not satisfied with disposition of her grievance at Level Two she shall within five (5) days after the decision at Level Two, file the grievance in writing with the Superintendent of Schools who shall issue a decision within five (5) days of receipt. The grievant may be accompanied by two members of the Association.
 4. Level Four: In the event the employee is not satisfied with the disposition of her grievance at Level Three, she shall within five (5) days after the decision at Level Three, file the grievance in writing with the Board. Within five (5) days after the next regular meeting of the Board from receipt of the grievance, the Board shall act upon the grievance. The grievant may be accompanied by two members of the Association.
 5. Level Five: In case the Board and the employee are unable to reach a decision, either party has the right to invoke the mediation machinery of the State Labor Mediation Board. Any cost of arbitration by the Labor Mediation Board or arbitrators to be borne equally by the Association and the Board. Any decision by the State Labor Mediation Board shall not be binding on either party.

ARTICLE XIII

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all clerical personnel now employed or hereafter employed by the Board.

C. The Association and the Board recognize that it is necessary to employ temporary clerical employees at times. A temporary employee shall be defined as one who is hired for a specific project or a specific time without intent on the part of the Board to re-employ her after the temporary job is completed.

ARTICLE XIV

Waiver Clause

A. If any provision of this Agreement or any application of the Agreement to any clerical employee or group of clerical employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of July 1, 1969 and shall continue to be in effect until June 30, 1971. It is understood that this Agreement may be renegotiated only upon mutual consent of both parties. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

RUDYARD TOWNSHIP BOARD OF EDUCATION

RUDYARD TOWNSHIP SCHOOL SECRETARIAS
AND CLERICAL ASSOCIATION

By _____
President

By _____
President

Secretary

Secretary

Date

Date

CLERICAL SALARY SCHEDULE
1969-70 & 1970-71

<u>CLASS I - Principals' Secretaries and Library Clerks</u>	<u>Index</u>	<u>Weekly Wage - 37½ hr.</u>
3 Mo. Breaking in period	1.00	\$ 82.90
Balance of 1st year	1.07	88.70
2nd Year	1.14	94.50
3rd Year	1.21	100.30
4th Year	1.28	106.11
5th Year	1.35	111.91
6th Year	1.42	117.71
7th Year	1.49	123.52
8th Year	1.56	129.32
<u>CLASS II - Supts. Off. - Gen., Int. Acctg. - 12 Mo.</u>	<u>Index</u>	<u>Weekly Wage - 37½ hr.</u>
3 Mo. Breaking in period	1.00	\$ 85.67
Balance of 1st year	1.07	91.66
2nd Year	1.14	97.66
3rd Year	1.21	103.66
4th Year	1.28	109.65
5th Year	1.35	115.65
6th Year	1.42	121.65
7th Year	1.49	127.65
8th Year	1.56	133.64
<u>CLASS III - Supts. Off. - General, Bookkeeper, Hot Lunch - 12 Mo.</u>	<u>Index</u>	<u>Weekly Wage - 37½ hr.</u>
3 Mo. Breaking in Period	1.00	\$ 91.43
Balance of 1st year	1.07	97.83
2nd Year	1.14	104.23
3rd Year	1.21	110.63
4th Year	1.28	117.03
5th Year	1.35	123.43
6th Year	1.42	129.83
7th Year	1.49	136.23
8th Year	1.56	142.63
<u>CLASS IV - Supts. Off. - Supts. Sec., Payroll Clerk, 874 Clerk - 12 Mo.</u>	<u>Index</u>	<u>Weekly Wage - 40 hr.</u>
3 Mo. Breaking in period	1.00	\$ 112.87
Balance of 1st year	1.07	120.77
2nd Year	1.14	128.67
3rd Year	1.21	136.57
4th Year	1.28	144.47
5th Year	1.35	152.37
6th Year	1.42	160.27
7th Year	1.49	168.17
8th Year	1.56	176.07

SALARY SCHEDULE A

1. Clerical employees in Class I, II and III shall work a 37½ hour week with the normal working day being from 8:30 A.M. to 4:30 P.M. with one-half hour for lunch.
2. Clerical employees in Class IV shall work a 40 hour week with the normal working day being from 8:00 A.M. to 4:30 P.M. with one-half hour for lunch.
3. The length of employment for the year for Class I shall vary with the individual employee, depending on the amount of work to be done. The time of employment prior to school opening and after school closes to be determined by the Assistant Superintendent for Business. Exception to this provision will be one secretary in the High School Principal's Office, and so designated by the High School Principal to be employed on a 12 month basis.
4. The length of employment for Class II, III and IV shall be 12 months.
5. Class I employees shall be paid currently for the weeks worked with 2 pays per month in July, August; bi-weekly Sept. 12 through June 5th, June 19, June 26, 1970. Corresponding dates will be used for 1970-71 school year.
6. Class II, III and IV employees salaries shall be figured to a yearly salary, minus deductions for Christmas Vacation. This salary to be divided into 26 equal installments to be paid as follows: Semi-monthly July and August; bi-weekly Sept. 12 through June 5, June 19, June 26, 1970. Corresponding dates will be used for 1970-71 school year.