

June 30, 1974

Southfield Public Schools.

1972-1974

Agreement

between

The Board of Education of
the Southfield Public Schools

And

The Education Secretaries of
Southfield

Board of Education
Southfield Public Schools
24661 Lakser Rd.

Southfield, Michigan

Southfield, Mich.
48075

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SOUTHFIELD EDUCATIONAL SECRETARIES ASSOCIATION AGREEMENT

This agreement entered into this day of September 12, 1972, by and between the Southfield Board of Education, Southfield, Michigan, hereinafter called the Board and the Educational Secretaries of Southfield, hereinafter called the Association.

WITNESSETH

WHEREAS, the Board and Association, as the representatives of the public and secretarial personnel, have agreed, to bargain with respect to hours, wages, terms, and conditions of employment, consistent with the resources of the community, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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 sole and exclusive bargaining representative for all secretarial personnel employed by the Board excluding the following: Secretary to the Superintendent, Secretary to the Associate Superintendent in Charge of Business Affairs, Secretary to the Assistant Superintendent in Charge of Employee Relations, Secretary to the Personnel Director and secretaries on temporary assignments and substitutes.

B. Nothing contained herein shall be construed to deny or restrict to any secretary rights she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - AGENCY SHOP

A. All secretaries are encouraged to take part in professional membership, but membership in the Association is not a condition of employment.

B. Employees covered by this agreement who are members as of July 1, 1972, will continue to maintain their membership in the Association during the term of the agreement. All employees who join the Association subsequent to July 1, 1972 shall continue to maintain membership during the term of this agreement. The Association agrees that it will not deny membership to any employee covered by this agreement who makes application for membership.

C. Employees who do not wish to be members of the Association shall sign and deliver to the Board written authorization for the deduction of a service charge constituting three quarters of the total dues payable by members, that being the amount of money equal to the Association's cost for administration of the collective bargaining agreement.

D. The Board shall deduct dues, or service charges, from any employee from whom they have written authorization.

E. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month for ten (10) months.

The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made.

F. In the event that any employee does not maintain membership in the Association or does not authorize the deduction of service charges, such employee shall be frozen at the current wage and shall not be given wage increases set out in this agreement provided the Association notifies the Board in writing, not less than ten (10) days prior to any date on which wage increases become effective, that the employee's wages are to be frozen pursuant to this article.

G. Each employee of the bargaining unit having paid dues shall be entitled to vote upon and present items for the contract whether an active member or not.

H. The Board agrees that it will not interfere with the rights of its secretaries to become, or to refrain from becoming members of the Association, and that neither the Board and its agents, nor the Association and its agents, will exercise discrimination, interference, restraints or coercion against any secretary.

I. The Board will continue its policy of non-discrimination with respect to any secretary by reason of her race, creed, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any secretary organizations. Further, the Board will continue to recognize full citizenship rights of secretaries.

J. The Association will continue to admit secretaries to membership and will represent secretaries without discrimination by reason of race, creed, color, national origin, age, sex, or marital status. Further, the Association shall continue to recognize full citizenship rights of the members of the bargaining unit.

K. In any case or proceeding brought against the Board, any Board member and/or administrator, at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board, any Board member and/or administrator, in order to comply with the provisions of this agency shop provision, the Association agrees to reimburse the Board, any Board member and/or administrator promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board, any Board member and/or administrator in defending itself in such action and also for any and all damages for which the Board, any Board member and/or administrator may be adjudged liable in such action. The Association further agrees that if it shall fail to reimburse the Board, any Board member and/or administrator promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the Board, any Board member and/or administrator until paid in full, all service charges, membership fees and dues collected by the Board on behalf of the Association pursuant to the provisions of this article.

ARTICLE III - SECRETARY COMPENSATION

A. The salaries of Secretaries covered by this Agreement are set forth in Appendix A and Appendix B, which are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All twelve-month secretaries will be granted annual non-cumulative vacations with pay as follows:

1. One through five years continuous service: two (2) weeks.
2. Six through eleven years continuous service: Three (3) weeks.
3. Over eleven years continuous service: Four (4) weeks.

Twelve-month secretaries shall not receive pay in lieu of vacation.

Secretaries who work less than twelve months per year shall receive pay in lieu of vacation in proportion with the number of months worked during the school year.

Secretaries vacation pay shall be based upon the regularly scheduled work week. Such vacation pay shall be at the July 1 rate and paid at the first pay period following July 1.

Choice of vacation shall be determined by length of service within each building or unit.

When a paid holiday falls within a vacation period, the secretary shall receive an additional day's vacation with pay.

C. The following days shall be recognized and observed as paid holidays.

Independence Day
Labor Day
Thanksgiving Day

Christmas Day
New Year's Day
Memorial Day

In addition, the following days related time off with pay shall be granted:

Day after Thanksgiving (if school is not in session)
Day after Christmas Day before Christmas
Day before New Year's Day Good Friday

Total paid holidays and related days shall not exceed eleven (11) days for twelve-month secretaries, nor ten (10) days for ten-month employees. Employees whose work year includes the above days shall receive their regular rate of pay for each of the holidays listed above on which they perform no work.

If school is in session on the Friday after Thanksgiving Day, secretaries shall be paid for and not required to work on another day when students are not in school.

Twelve-month secretaries shall be paid for and shall not be required to work Independence Day.

If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday.

If a secretary works on a holiday or Sunday, she will receive eight (8) hours holiday pay plus double time for the hours worked. Secretaries that regularly work less than eight (8) hours per day will receive their holiday pay on a pro-rata basis plus double time for the hours worked.

D. A secretary engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary. The Association shall assume the costs of substitute secretaries when required.

E. All salary increases due to experience will be effective July 1 of each year.

All secretaries hired prior to January 31 of each year will receive vacation allowance pro-rated on months worked.

F. Longevity Pay: There shall be paid to each secretary who has ten (10) or more consecutive years of service to the school district the amount of one hundred dollars (\$100.00) for ten (10) and eleven (11) month secretaries, one hundred fifty dollars (\$150.00) for twelve-month secretaries. These payments will be paid in December. Payment will be based on employee having reached ten (10) years of service on June 30, prior to December payment.

ARTICLE IV - WORKING HOURS

A. The Board recognizes the principal of a standard forty-hour work week and will set work schedules and make assignments which can be reasonably completed within such standard work week. The Board will not regularly require secretaries to work in excess of such standard work week within or outside of any school building. The beginning date of employment of those secretaries working less than twelve months shall be determined by the immediate supervisor and notice of same shall be given to the secretary as soon as possible and in no case later than June 15. If a secretary reports to work after having been notified, and receives no cancellation or change directive one calendar week prior, and no work is available, she shall be paid two days wages.

B. All secretaries employed for six to eight hours per day shall be entitled to a lunch period of thirty (30) minutes which shall be a part of an eight (8) hour working day. In addition, they shall be provided a fifteen (15) minute relief period twice a day. Failure to take a fifteen (15) minute relief period shall not result in a lengthening of the lunch period or a shortening of the eight (8) hour working day unless specially arranged with the immediate supervisor to cover unusual occasions.

C. Secretaries employed for three to six hours per day shall be entitled to a combination lunch and relief period equivalent to thirty (30) minutes.

D. Daily overtime - time and one-half will be paid for time worked over eight (8) hours per day. All overtime records will be available to the President of the Association.

Weekly overtime - time and one-half will be paid for time worked over forty (40) hours per week.

The purpose of the overtime policy is to provide additional services in order to tide over an emergency. Overtime is not intended to be a substitute for inadequate staffing.

It is expected that from time to time secretaries may be required to spend a few minutes beyond the regular day on their job. This is not to be considered overtime.

Overtime is generally justified when an unusual assignment has been placed on a department and this must be completed within a certain date, or when secretaries are asked to prepare special projects for the professional staff and/or unusual load of the department would make it impossible to meet a deadline. There are occasions when, in spite of every effort on the part of personnel, work piles up and there are only two solutions. One is to bring in some temporary help (maximum - thirty (30) work day period), and the other is to ask regular employees to work overtime. Should temporary assignment exceed thirty (30) day limit as indicated above, discussion with the Association shall be held. Employees may not elect to accept time off in lieu of overtime.

E. If a secretary should assume the duties of a secretary in a higher classification for eight (8) consecutive calendar days, exclusive of vacation, holidays, personal leave and sick days, she shall receive pay of the higher classification beginning the ninth (9th) calendar day, retroactive to the first working day, upon official notification by the supervisor to the personnel office. This does not apply when covering for vacation periods.

ARTICLE V - WORKING CONDITIONS

A. Except in an emergency, which is a sudden or unexpected occurrence as determined by the immediate supervisor, secretaries shall not be asked to assume the duties or:

- | | |
|--------------------------|--------------------|
| 1. Teacher | 5. Custodian |
| 2. Supervisor | 6. Bus supervisor |
| 3. Playground supervisor | 7. Hall supervisor |
| 4. Lunchroom supervisor | |

Such emergency situation shall not exceed one day unless notice has been given to the President or Vice President of the Association.

B. The Board shall make available use of teacher facilities (lunchroom, restroom, and lavatory) in each school for use by secretaries to the extent of existing facilities.

C. Telephone facilities will continue to be made available to secretaries for their reasonable use for local, non-toll calls.

ARTICLE VI - HIRING, TRANSFERS AND PROMOTIONS

A. Probationary time from the date of employment will extend for not more than eighty-four (84) calendar days, exclusive of holidays, vacation time and illness.

B. Transfer to a job of higher classification will be to the same experience step level in the new classification.

C. Transfer to a job of lower classification will be to the same experience step level in the new classification.

D. Creation of a new permanent position - in the event a new permanent position is established, not presently covered in the classification schedule, the Association will be invited to discuss the classification before the position is filled on a permanent basis.

E. When vacancies occur in any secretarial category, an announcement containing a job description, classification, and pertinent information relating to the position will be posted. When school is in session no vacancy shall be filled except on a temporary basis, until such vacancy shall have been posted in all school buildings for at least five (5) school days. In addition, three (3) working days must be allowed for delivery of job description to building. Secretaries desiring to be considered for an announced vacancy must make written application to the designated administrative office during the posting period. All those applying who have the posted qualifications shall be granted an interview. The seniority employee who meets requirements set forth above and meets posted qualifications shall be given primary consideration for the job over all other applicants. All applicants will be notified in writing of the decision.

The Association President will be sent a list of applicants applying and the name of the person selected.

F. During the summer months all secretaries who have provided the board with three (3) self-addressed envelopes will be notified in writing of all known vacancies. The Board shall not be responsible for incorrect addresses or failure of mailed postings to arrive at destinations within time limits provided in posting procedure.

G. Persons new to Southfield hired with office experience, or the equivalent within the classification, within the past seven (7) years, will be hired at no higher than the third (3rd) step on the salary scale in the appropriate classification unless mutually agreed upon by the Association and Administration.

H. In the event it is necessary to reduce secretarial personnel the administration, will notify the Association and the individual (s) involved, in writing, at least 30 days in advance of the scheduled reduction. A secretary laid off due to elimination of jobs or a reduction in the work force, may claim in writing within five (5) school days, after having been notified, seniority in her classification over the secretary who has the least system seniority in that classification. She may also claim system seniority over the last secretary hired in each lower classification, with less system seniority. In the event a question arises concerning the secretary's ability and qualifications, a trial period of thirty (30) days will be granted to the employee upon request. At the end of thirty (30) days she will be given the position on a regular basis or placed on the seniority recall list. Movement to a lower classification shall be at the same experience step as presently occupied. Persons so displaced by other secretaries have the right to the procedures of Section H, except for the advanced notification requirement. Should there be no persons in lower classification, the secretary shall be placed on the seniority recall list.

When more than one secretary is to be laid off within a thirty (30) day period, a conference will be held between the Association and Board to determine appropriate method of bumping.

I. Personnel placed on seniority recall list may request employment as substitutes. Pay will be at substitute rate as established by the Personnel Office.

J. Personnel placed on seniority recall list shall not be eligible for accrual of fringe benefits.

K. Employees laid off shall be maintained on a seniority recall list for a period of one (1) year, and shall be recalled in the order of their system seniority to openings as they occur and for which they are qualified. Seniority rights shall be maintained provided the employee is recalled within the one year period. Should a secretary

be offered a position for which she is qualified and refuses such appointment, she will lose her rights to remain on the seniority recall list. Such seniority rights, while unemployed, shall not be interpreted as gaining experience credit on the salary schedule. When a secretary is recalled and there is a question concerning her ability and qualifications, a trial period of thirty (30) days will be granted to the employee upon request. At the end of the thirty (30) days she will be given the position on a regular basis or placed on the seniority recall list.

L. Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of recall notice, she shall be considered as having terminated employment.

M. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if she fails to receive recall notices because of her own failure to advise the employer in writing of her change of address.

ARTICLE VII - LEAVE DAYS

A. Subject to the limitations set forth hereinafter, secretaries shall be entitled to leave without loss of pay for the following reasons:

1. Personal illness.
2. Illness in the immediate family, which shall be interpreted as father, mother, wife, husband, child, sister, brother, father-in-law, mother-in-law, or any dependent of the immediate household residence. Employee may substitute step-father for father, step-mother for mother etc., when appropriate.
3. Observance of religious holidays and holy days.
4. Reasons deemed applicable by the Superintendent who may be advised by the Association.

B. Each secretary will be credited with .65 days of leave beginning July 1, 1972, .67 beginning April 1973, and .69 beginning April of 1974, without loss of pay every pay period during which she has received pay for a majority of scheduled working days of the pay period. Each secretary shall be allowed two of the above days as personal business days per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. However, the personal business days may not be taken immediately preceding or following a holiday or school recess unless in an emergency and only after prior written approval by the Superintendent or his designee.

C. Unused leave days will be cumulative to one hundred and eighty (180) days. A statement of accumulated leave days will be issued at least quarterly.

D. After one full year of employment, any secretary who has exhausted her accumulated leave days, may apply to a Sick Leave Bank. The Sick Leave Bank shall be established by each secretary depositing one leave day from her individual accumulation. The Board shall deposit the above days in the Sick Leave Bank, in order to maintain a level of one day for each employee in the bargaining unit at the beginning of each school year.

Withdrawals may be made from the bank upon written application to the Sick Leave Committee by a secretary who has exhausted her own leave days. The Sick Leave Committee shall be composed of two members of the administrative staff and two members of the Association. The Committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. A secretary receiving such an allowance from the Bank shall not be expected to repay.

E. Abuse of Leave Privileges - Secretaries who abuse the leave with pay shall be subject to appropriate discipline by the Board.

F. Leave without loss of pay, not chargeable against the Secretary's leave day allowance shall be granted for the following reasons:

1. Leave for Death in the Family - a maximum of five (5) days leave; which shall not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as

- father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence. Such leave will be subject to the approval of the Superintendent who may be advised by the Association.
2. Leave for Death of Relative or Friend - Upon permission of the Superintendent, one (1) day will be allowed when requested for the death of a relative outside the immediate family, or for other persons where the closeness of relationship warrants. An additional two (2) days may be allowed but will be deducted from leave day credit. If no leave day credit is available, there will be a full deduction of these two (2) days from the Secretary's pay.
 3. Conference attendance is an integral part of the Board's plan for in-service growth of personnel. Representatives of the Association are eligible to attend meetings and conferences at the expense of the Board without loss of pay benefits, or allowance days. Requests will be submitted to the building principal or supervisor and must receive his approval and that of the Superintendent.
 4. Court Appearance - Court appearance as a witness in any case connected with the Secretary's employment or the school, or whenever the Secretary is subpoenaed to attend any proceedings. The Secretary may be asked to produce evidence of subpoena at discretion of the Superintendent or his designee.
 5. Jury Duty - Any secretary who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee who has completed her probationary period is summoned and reports for jury duty, she shall be paid the difference between the amount she receives as a juror and her normal week's pay, not to exceed four (4) weeks. In those cases where additional time is demanded due to nature of the duty, a request for additional time will be considered by the Superintendent or his designee. It is understood by the foregoing provision: if the employee is dismissed from jury duty within three (3) hours from the beginning of her work day, she shall be required to work for the balance of her day. To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the

appropriate public official, listing the dates she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential. An employee shall not be permitted to utilize this section more than once during a three year period unless required by the court.

G. Absence due to injury or illness incurred in the course of secretary's employment by the district, shall not be charged against the leave days except for that portion of her salary not covered by Workmen's Compensation.

H. A secretary who is exposed on the job and is subsequently absent from work because of mumps, scarlet fever, measles, or chicken pox, shall not have the time charged against her leave days. Verification of the illness may be requested from a doctor by the Superintendent or his designee.

ARTICLE VIII - LEAVES OF ABSENCE

A. Leaves of absence without pay and without fringe benefits may be granted for any of the following reasons.

1. Health Leave - A secretary may be granted a health leave when her health or the health of a member of the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence, warrants it, after one (1) year of service, and up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the Secretary must either return or resign unless a special extension is recommended by the Superintendent. When the health of a Secretary or that of the member of her immediate family, as defined above, permits her return, she shall so request the Superintendent in writing and submit a statement from a physician certifying her fitness to return.

2. Military Leave - Any Secretary covered by the salary schedule who leaves the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position she is vacating or one of like status and pay scale, provided:
 - a. The position vacated is other than temporary
 - b. She is honorably discharged from the Armed Forces
 - c. She is still qualified and competent to perform the duties of such Secretarial position
 - d. She applies for re-employment within ninety (90) days after discharge or if hospitalized when discharged as a consequence of her active service in the Armed Forces, within one (1) year after such discharge

In the event of re-employment, the following provisions shall apply:

- a. Accrual of seniority shall be granted
 - b. Increments shall be added as if the Secretary had been in the school district's employ during time of such active service in the Armed Forces.
 - c. Her status under contract shall be the same as when employment was terminated at the time military leave was granted. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.
3. Personal Leave - When an employee requests a leave of absence for a period not to exceed ten (10) weeks, leave may be granted without loss of her position, providing the leave is not for the purpose of working in other employment. It is expected that a substitute will be hired to fill this temporary vacancy of position.

4. Leave for Serving in Professional Organizations - Leave for service in professional organizations, O.A.E.S., M.A.E.O.P., N.A.E.S., may be granted for a maximum of one (1) year.
5. Study or Travel - Study or travel leave may be granted for a maximum of one (1) year, upon the recommendation of the Superintendent.
6. Peace Corps - Peace Corps leave may be granted for a maximum of one (1) year, renewal for one (1) additional year.
7. Volunteers in Service to America (V.I.S.T.A.) - A maximum of one (1) year may be granted.
8. Adoption Leave - On recommendation of the Superintendent, a leave for adopting a child may be granted after one (1) year of service. Such leave shall commence upon entry of an order terminating the rights of the natural parents by the probate court. The leave shall be granted for a period of one (1) year, and may be renewed for an additional year.

B. An employee granted a leave of absence by the Board for more than ten (10) weeks may be given a position upon her return provided there is an opening for which she is qualified, and she has given proper notice. Employees on a leave of absence of ten (10) weeks or less shall be returned to their regular positions.

C. An employee is required to notify the Personnel Office in writing at least ninety (90) calendar days preceding the expiration date of a leave indicating her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating her employment.

D. Re-employment of an employee on a leave of absence will be conditioned by the availability of a vacancy existing within the employee's qualifications. In such situations the Board's obligation to re-employ an employee shall end ten (10) months after the termination of the leave.

ARTICLE IX - INSURANCE PROTECTION

A. The Board shall select the insurance carrier and support the cost for the secretaries who work six (6) or more hours per day of six thousand dollars (\$6,000.00) group term life insurance beginning September 1, 1972, and seven thousand dollars (\$7,000.00) beginning April 1, 1973, and eight thousand dollars (\$8,000.00) beginning April 1, 1974, with provisions for double indemnity in the event of accidental death. Coverage for new employees shall become effective the first of each month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been filled out and filed with the Personnel Office.

B. The Board agrees to support the cost of either Plan I, II, or III as chosen by each secretary as provided below. Coverage shall be those benefits provided under the Southfield Board of Education Blue Cross-Blue Shield Plan or under the current Michigan Education Association Insurance Plans. Coverage for new employees shall become effective the first day of each month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been filled out and filed with the Personnel Office, subject to the terms of the insurance company.

PLAN I - \$58.00 toward: (\$63.00 - 12 month employees only)
Full Family Health and MESSA Options (exclusive of MESSA Accident Insurance Program, Income Protection 8th day, and additional employee life insurance benefits)

PLAN II - \$45.00 toward: (\$50.00 - 12 month employees only)
Two Person Health and MESSA Options (exclusive of MESSA Accident Insurance Program, Income Protection 8th day, and additional employee life insurance benefit.)

PLAN III - \$30.00 toward: (\$35.00 - 12 month employees only)
Single Subscriber Health and MESSA Options (exclusive of MESSA Accident Insurance Program, Income Protection 8th day, and additional employee life insurance benefit.)

Employee may elect to have excluded options deducted at employee's expense. The Board shall pay the above premiums throughout the year for all full time employees of the bargaining unit.

C. The Board shall provide \$6.62 per month toward coverage, under MESSA/DCI Dental Service Plan F, Class I.

D. It is understood that any employee of the bargaining unit covered by any other employer paid group health and hospitalization policy is not eligible for the above health insurance, but may participate in the MESSA Option Program.

E. Secretaries on Leave of Absence for health reasons may continue under group coverage for six months, provided that during such time the secretary submits premium payments directly to the Board. At the end of six months the secretary will be dropped from the Board's group coverage.

F. In the event of work stoppage or withholding of services by secretaries, insurance costs will be the responsibility of the secretaries involved.

G. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.

H. Upon termination or lay-off of employment with the Board, the premiums for employee's benefits as described above will cease to be paid by the Board.

I. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

J. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

ARTICLE X - PROTECTION OF SECRETARIES

A. Any secretary suffering a personal injury or a loss or damage to personal property should promptly report the same to her principal or supervisor in order to determine whether compensation is due under Workman's Compensation or the School District's insurance policies.

B. Complaints by a parent directed toward a secretary shall be called to the secretary's attention if a permanent record is to be made of such a complaint.

C. Secretaries will not be required to administer to students more than emergency first aid.

D. If any secretary has a complaint against her lodged with the police department, or is sued as a result of any action taken by the secretary while in the performance of her regularly assigned duties and performing properly, lawfully and in accordance with Board policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the secretary in her defense. It is further understood that liability coverage for secretaries in effect as of the date of this contract shall not be reduced during the term of this contract.

E. Secretaries shall not be required to administer disciplinary punishment to pupils, but shall have adult responsibility.

ARTICLE XI - NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall, upon consent of both parties, be subject to professional negotiations between them from time to time during the period of this agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least ninety (90) days, and not more than 150 days prior, to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board.

C. In any negotiations it is recognized that all agreements are tentative until completion of the total agreement and until the Agreement has been signed by the representatives of the parties.

ARTICLE XII - GRIEVANCE PROCEDURE

A. A grievance is a complaint by a secretary in the bargaining unit concerning any alleged violation, misinterpretation or misapplication of this Agreement or written policies affecting secretaries.

B. All grievances shall be handled by the following procedure:

- Step 1. The secretary, either alone or with an Association Representative shall first discuss the grievance with the principal (supervisor) within ten (10) school days of the alleged occurrence in an attempt to resolve the grievance informally. At this time it must be clearly understood by both parties that the conference is intended to initiate step one of the grievance procedure. A secretary not satisfied with the results of the personal conference with her principal (supervisor) may take her grievance to the Association for consultation. The Association, upon due consideration, will determine whether or not to represent the secretary. The Association representatives may visit the principal (supervisor) within fifteen (15) school days from the time of the alleged violation in a further effort to resolve the grievance.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the secretaries and presented to the principal (supervisor) by the Association within ten (10) school days after the Association Representatives visit (in step 1) with the principal. The written grievance may be presented to and discussed with the principal (supervisor) by the Association accompanied by the secretary at the discretion of the Association. Within ten (10) school days after receiving the written grievance, the principal (supervisor) shall communicate his decision in writing, together with the supporting reasons to the Association.

Step 3. Within five (5) school days after delivery of the principal's (supervisor's) decision, the grievance may be appealed to the Associate Superintendent having charge of the department, by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 2.

Within ten (10) school days after delivery of the appeal, the Associate Superintendent shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the Association and to the principal (supervisor).

Step 4. Within five (5) school days after delivery of the Associate Superintendent's decision, the grievance may be appealed to the Superintendent by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within ten (10) school days after delivery of the appeal, the Superintendent shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons to the Association, to the Associate Superintendent and to the principal (supervisor).

As part of his investigation, the Superintendent may give an opportunity to be heard to the aggrieved secretary and also to the Association.

- Step 5. Within five (5) school days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within fifteen (15) school days after delivery of the appeal, the Board shall give the Association an opportunity to be heard. The Board shall render its decision in writing, together with the supporting reasons, within twenty (20) school days after the delivery of the appeal.
- Step 6. If the grievance remains unresolved at the conclusion of Step five, it may be submitted to advisory arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within twenty (20) working days after the date of the Board's written communication of its decision under Step Five.

Following the written notice of request for submission to arbitration the Association and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) working days after the date of the request for submission the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his opinion only with respect to the particular grievance submitted to him, and such opinion shall be advisory only, and not binding upon the Board or the Association.

The arbitrator's fee and expenses shall be shared equally by the Board and the Association.

C. If a grievance arises from the alleged action of authority higher than the principal of a school (supervisor), the grievance may be originally presented at the appropriate step of the grievance procedure.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to comply with the time limits in Step 1 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement, in writing.

E. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment of grievance after Step 1.

F. In the case of an individual secretary electing to represent herself in a grievance, the term Association shall mean Secretary in Steps 2, 3, 4, and 5, of this grievance procedure.

G. In all steps of this procedure, it is understood that the principal, supervisor, Associate Superintendent, and Superintendent may request other members of the administration or a representative of the Association to be present. It is further understood that the Association and the Board shall be limited to three representatives, however, this number may be increased by mutual consent.

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 its terms.

B. Copies of this Agreement shall be prepared at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board during the term of this Agreement.

C. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligation of the Board, the Association and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

D. The retirement age shall be sixty-five (65). Secretaries reaching sixty-five (65) on or after July 1, shall retire at the end of the ensuing school year.

In appreciation for services to the school district a retirement payment of fifteen dollars (\$15.00) per year of service, (up to thirty (30) years) shall be paid upon retirement, provided the employee shall have been employed in the school district for at least ten (10) years and is sixty (60) years of age, and is eligible and has made application for Michigan School Employees Retirement Fund benefits. This provision becomes effective July 1, 1972.

E. Payroll Deductions

1. All new secretaries must have on file an exemption card for withholding tax as required by I.R.S. in the Personnel Office. Any employee desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
2. The Board will make retirement deductions in accordance with the law.
3. Secretaries may request that additional deductions be made from their pay for the following purposes:
 - a. Washington National Income Protection Insurance
 - b. United Foundation
 - c. Detroit Teachers Credit Union
 - d. Michigan Education Association Tax Deferred Annuity Program

- e. Lincoln National Life Insurance Company
- f. Equitable Life Assurance Company
- g. Educational Secretaries of Southfield dues or service charge.
- h. U.S. Savings Bonds
- i. Michigan Association of Educational Office Personnel dues.
- j. Michigan Education Association Special Services Association.
- k. Detroit City Income Tax
- l. Blue Cross - Blue Shield

F. During the term of this Agreement, the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 379 of 1965. In the event of any strike in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association and the Association shall advise the striking secretaries to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this article it shall not be liable in any way for such strike.

G. When school is cancelled and official public notice over radio stations WXYZ, WWJ, and WJR is announced, secretaries will not be required to report for duty and shall not suffer loss of pay.

In the event of adverse weather conditions or other emergency situations on days when students are not scheduled to report but secretaries are, secretaries shall report unless such official public notice indicates otherwise.

H. A secretary directed by the building principal or supervisor to drive her personal automobile for school business shall receive a car mileage allowance for twelve cents (12¢) per mile.

I. All new secretaries in Classification IV or V must have passed a qualifying test in typing. New secretaries in Classification II or III must have passed a qualifying test in typing and shorthand. These tests are for speed and accuracy and shall be taken at the Board office. These tests should take place at initial employment. All other secretaries will work toward raising their skills appropriate to their classification.

J. When a secretary seeks to upgrade her skills by taking courses, she will be reimbursed by the Board of Education for the fees and materials required, provided it has been approved by the Superintendent or his designee.

K. A joint committee of no more than three representatives of the secretaries and administrators will meet at mutually agreeable times to discuss and resolve problems of secretary professional ethics. The President of the Association will act as temporary chairman.

L. As a condition of employment, all secretaries will be required to have a physical examination. Such examination shall be recorded on a form furnished by the Board of Education. Subsequent examinations may be required by the Board of Education at Board expense by a doctor appointed by the Board of Education.

Secretaries are required to have a chest x-ray or its equivalent every year. The above applies to secretaries where these policies do not conflict with state law. Should a doctor signify that no skin test is possible or applicable, the Board will support the cost of an x-ray examination at a rate not to exceed that of the Oakland County Board of Health.

M. A joint committee of secretaries and administrators will be established to study and recommend changes in Appendix A. Said committee will be chaired by the President of the Association.

ARTICLE XIV - RESIGNATION

A. All secretarial and clerical employees shall give a two (2) week written notice of resignation to the immediate supervisor, with a copy to the Personnel Director. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless special permission is granted by the Superintendent or his designee.

B. Any Secretary who discontinues her services with proper notice does not forfeit her right to earned vacation time.

ARTICLE XV - BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, 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 determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, 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 XVI - DURATION OF AGREEMENT

This Agreement shall be effective as of September 12, 1972 and shall continue in effect until the 30th day of June, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

APPENDIX A

Classifications

- I Head Bookkeeper
Head Payroll - Contractual
Head Payroll - Non-Contractual

- II Secretary to Director of Buildings and Grounds
Secretary to Senior High School Principals
Secretary to Junior High School Principals

- III Auxiliary Services Secretaries
Assistant Secretaries at High School
Board of Education Secretaries
Secretaries to Elementary School Principals
Senior Bookkeepers
Data Processing Operators

- IV Junior Bookkeepers
Senior High Bookkeepers
Secretaries in High School Libraries and Bookstores
Assistant Secretaries in Junior High Schools
Secretary to Central Processing
Personnel - Payroll Clerk
Varitypist

- V Assistant Secretaries for Elementary Schools
Switchboard Operators
Assistant Secretaries in Auxiliary Services
Clerk - Typists
Secretary to Community Education
Bookstore Secretaries
Multilith Operator

APPENDIX B

Secretarial Salary Schedule

July 1, 1972 - June 30, 1973

Classifi- cation	1	2	3	4	5	6	7
I	3.30	3.40	3.60	3.80	4.04	4.28	4.52
II	2.90	3.00	3.20	3.40	3.64	3.88	4.12
III	2.73	2.83	3.03	3.23	3.47	3.71	3.95
IV	2.57	2.67	2.87	3.07	3.31	3.55	3.79
V	2.44	2.54	2.74	2.94	3.18	3.42	3.66

July 1, 1973 - June 30, 1974

Classifi- cation	1	2	3	4	5	6	7
I	3.50	3.60	3.80	4.00	4.24	4.48	4.72
II	3.10	3.20	3.40	3.60	3.84	4.08	4.32
III	2.93	3.03	3.23	3.43	3.67	3.91	4.15
IV	2.77	2.87	3.07	3.27	3.51	3.75	3.99
V	2.64	2.74	2.94	3.14	3.38	3.62	3.86

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

**BOARD OF EDUCATION OF THE
SOUTHFIELD PUBLIC SCHOOLS**

By Joseph H. Keener
President

By Paul J. Blodiere
Secretary

**THE EDUCATIONAL SECRETARIES
OF SOUTHFIELD**

By Constance Calandrie

Its President

AND NEGOTIATING COMMITTEE

Margarite Blaszak

Frances Dyzdzel

Carole Zook

Jane Heggie

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