

6-30-74 *Cosothy Stanton*

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AGREEMENT

between the

BOARD OF EDUCATION
of the
SOUTHGATE COMMUNITY SCHOOL DISTRICT

and the

SOUTHGATE ASSOCIATION OF EDUCATIONAL SECRETARIES

1973-1974

Southgate Assoc. of Educational Secretaries
Esther Schifer, Secretary
15421 McCann Road
Southgate, Michigan 48195

Southgate Community School

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2.

This Agreement entered into on the Third
day of June, 19 74, shall become effective
July 1, 1973. Said Agreement between the Board
of Education and the Southgate Community School District,
Southgate, Michigan, hereinafter called the "Board" and
the Southgate Association of Educational Secretaries, here-
inafter called the "Association".

ARTICLE 1 - PREAMBLE

The Board and Association hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the community of Southgate.

This Agreement is entered into in furtherance of the mutual desire of the Association and the Board to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication between the Board and the Association.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes Southgate Association of Educational Secretaries as the exclusive bargaining agent, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, for clerical help consisting of all secretaries, bookkeepers, assistant bookkeepers, clerk typists and general office help employed on a regular full-time basis; excluding the secretary to the Superintendent and the secretary to the Assistant Superintendent. The term "office personnel" is used to cover all personnel under this agreement. Temporary and part-time employees shall be excluded from the provision of this Agreement.

4.

2.2 During the term of the Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association concerning wages, hours of employment, and other conditions of employment for those persons covered by this Agreement.

ARTICLE 3 - COMPENSATION

- 3.1 The salaries of office personnel covered by this Agreement are set forth in the attached Schedule and incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.
- 3.2 The annual rates of pay shown on the salary schedule are based on full-time employment in the specified positions.
- 3.3 Assigned overtime worked in excess of the regular working days or week shall be paid for at time-and-one-half of the individual's current rate.

Office personnel who work a normal day of seven hours and are required to work an hour extra, will be paid straight time up to eight hours. Premium pay applies to over eight hours per day or over forty hours per week. Time-and-one-half will be paid for Saturdays, double time on Sundays and holidays.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Time schedules for opening and closing offices and departments shall be fixed by the administrator directly in charge with the approval of the Superintendent of Schools. Schedules will be posted for the ensuing year before the end of the school year whenever possible.
- 4.2 ELEMENTARY SCHOOL: The normal work day shall be seven (7) hours. The normal work week shall be thirty-five (35) hours. If changes are deemed necessary, such alteration shall be made by the Superintendent.
- 4.3 JUNIOR AND SENIOR HIGH AND BOARD OFFICE: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alterations shall be made by the Superintendent.
- 4.4 ELEMENTARY SCHOOLS: The normal work year shall be forty-one (41) weeks.
- JUNIOR AND SENIOR HIGH: The normal work year shall be forty-one (41) weeks.
- BOARD OFFICE: The normal work year shall be fifty-two (52) weeks or less dependent upon the need at the discretion of the Superintendent.

4.5 EXTRA CASUAL WORK

In the event the forty-one (41) week work schedule needs to be extended for any given position, the person filling the position will be retained and will be compensated in the regular manner as prescribed in this Agreement.

4.6 LUNCH PERIOD

All office personnel shall be entitled to a lunch period of thirty (30) minutes. The starting time for the lunch periods shall be scheduled by the administrator, director, or supervisor of the office to which each employee is assigned.

4.7 REST BREAK

A rest break of ten (10) minutes in the morning session and ten (10) minutes in the afternoon session shall be granted. The time of the break will be at the mutual convenience of the administrator and the employee concerned.

Breaks are not to be combined or accumulated. It is recommended that the break be scheduled at the mid-point of each session. Offices having more than one employee should stagger the break.

ARTICLE 5 - LEAVE DAYS

- 5.1 All office personnel covered by this Agreement shall be entitled to sick leave at the rate of one day per month worked. Sick leave may be accumulated to 140 days. Six days will be credited on July 1 and January 1 for 12 month employees. Five days will be credited on September 1 and February 1 for 10 month employees.
- 5.2 Personal business leave of 2 days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days.
- 5.2 A leave of absence shall be granted to an employee in the event of extended illness. Request for such leave shall be in written form accompanied by a statement from a physician stating the reason and the length of the incapacitation. The request shall be submitted to the Superintendent or his delegated representative. The leave of absence shall be for a period of up to six (6) months. A request for early return from leave shall be submitted two weeks in advance in writing accompanied by a physician's statement. A request for an extension shall be submitted to the Superintendent or his delegated representative at least 15 days prior to the end of the first leave. The request for extension shall be in

written form accompanied by a physician's statement stating the reason and length of the requested extension. Failure to submit a request for an extension shall indicate termination of employment. Office personnel have option of using accumulated sick days, taking an unpaid leave, or a combination of both options. Job protection and continuing seniority shall be assured for up to one year.

- 5.4 A maternity leave, without pay, shall be granted office personnel who present a statement from the attending physician establishing the anticipated date of delivery. After delivery and recovery period of six (6) weeks, office personnel shall be returned to the position she left. A physician's statement attesting to the ability to perform duties must be presented at the time of return. If extended leave is desired, request shall be submitted in writing to the Superintendent at the end of six (6) weeks recovery period. The request must be submitted in writing stating the reason and the length of the leave.

Office personnel returning after a leave beyond the recovery period, but not longer than one (1) year, shall be returned to the next available position for which she is qualified. Notice of intent to return shall be submitted in writing to the Superintendent at least fifteen (15) calendar days prior to date of return.

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5.5 A personal unpaid leave for other than extending a regular vacation may be applied for by submitting a written statement. The request stating the reason shall be submitted to the Superintendent or his delegated representative accompanied by an endorsement signed by the immediate supervisor. The leave may be granted if the operation of the office is not impaired by such leave. The leave shall be considered a short term leave of twenty-one (21) calendar days or less. In the event of extenuating circumstances, exceptions may be made to extend leaves.

5.6 Bereavement leave of three (3) days with pay shall be granted for death in the employee's immediate family. Two (2) additional days shall be granted for death of a spouse. The immediate family shall include spouse, son, daughter, mother, father, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law. Payment not to exceed one (1) day for absence due to death in the family of other than stated above will be granted if the employee attends the funeral.

5.7 Increment shall be granted for the above leaves if the employee completes 1/2 her yearly working schedule during the year in which the leave is granted.

ARTICLE 6 - TERMINATION OF EMPLOYMENT

- 6.1 An employee may be suspended for just cause by the Superintendent or his delegated representative.
- 6.2 The Board of Education may dismiss office personnel for reasonable and just cause. Such personnel will be given adequate notice of deficiencies before dismissal in order to improve or correct the problem or problems. Adequate improvement will be grounds to remove the threat of dismissal. Failure to improve will lead to dismissal with two weeks notice.
- 6.3 Office personnel resigning should give notice in writing two (2) weeks in advance of the leave date to her immediate supervisor and the Superintendent's delegated representative.

ARTICLE 7 - JOB POSTING

- 7.1 When openings occur through resignation, discharge, retirement, promotion or creation of a new position, present employees will be notified by posting. A description of the position, minimum of qualifications, length of day and work year, method of application and pay rate will be included in the posting. All such jobs will be posted for five (5) calendar days.
- 7.2 Job openings or new positions may require specialized knowledge and training. Short term training programs may be available. Other training necessary to qualify for a higher position may require employees to up-grade their qualifications. The primary responsibility for growth in skills rests with the individual.
- 7.3 Employees bidding and being appointed to a posted job will be given a trial period of sixty (60) working days. During this period the employee may request that she be returned to her former position if she feels that the new job does not meet her expectations. If the employee does not meet the expectations of the supervisor, she will be returned to her former job.
- 7.4 Successful bidders in the same classifications will receive the same pay rate of the new job upon the first day on the job. Successful bidders from general office to school secretary classifications will be given credit for one-half of

their experience but in no event less than Step "0" on the salary schedule. Successful bidders from general office help or school secretaries to bookkeepers or assistant bookkeeper will start at Step "0". Pay of successful bidders to a lower level shall be adjusted to the number of years of employment.

Pay of successful bidders who have previous experience in a higher classification within the school district shall be adjusted to the number of years of employment in that previous higher classification.

ARTICLE 8 - HOLIDAYS AND VACATIONS

8.1 Employees working less than fifty-two (52) weeks will not be eligible for vacations. Employees working fifty-two (52) weeks will receive vacations as follows:

- 1 to 4 years service - - - - - 2 weeks
- 5 to 9 years service - - - - - 3 weeks
- 10 years service - - - - - 4 weeks

8.2a Employees working fifty-two (52) weeks will receive the following holidays:

- | | |
|----------------------------|---------------------------|
| Independence Day | Day before New Year's Day |
| Labor Day | New Year's Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving Day | Easter Monday |
| Day before Christmas | Memorial Day |
| Christmas | |

8.2b Ten month employees will have the following paid holidays:

- | | |
|----------------------------|---------------------------|
| Labor Day | Day before New Year's Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving Day | Good Friday |
| Day before Christmas | Easter Monday |
| Christmas | Memorial Day |

Whenever the school year is continued and this extension covers a paid holiday which is granted 52-week employees, 10 month employees will receive holiday pay for the day in question.

8.3 Probationary employees will not be eligible for holiday pay.

Employees working on a fifty-two (52) week schedule who have less than one year of service on July 1, will receive a pro-rata vacation.

8.4 Vacations should be scheduled during the months of July and August. Exceptions will be made if they do not interfere with the normal operation of the school district.

ARTICLE 9 - FRINGE BENEFITS

9.1 Group Term Life Insurance in the amount of \$5000 will be provided all permanent employees. Premium will be paid by the Board of Education.

9.2 Hospitalization Insurance will be provided all permanent employees. The policy will be Blue Cross-Blue Shield Master Medical or equal plan with Drug Rider Clause. Premium will be paid by the Board of Education for single subscriber or full family.

9.3 Longevity will be paid as follows:

| | |
|----------------------------------|-------|
| 10 to 14 years service - - - - - | \$150 |
| 15 years service - - - - - | \$200 |

Payment will be computed on the anniversary date of employment. Payment will be made on the next pay day after the anniversary. It will be the responsibility of each individual to notify the Board Office of her pending longevity payment.

9.4 After one year of service, employees will be paid for 1/4 of accumulated sick leave days upon termination of employment.

9.5 After one year of service, 1/4 of accumulated sick leave days will be paid in case of death to the beneficiary of the employee, as noted on the life insurance enrollment forms.

9.6 Insurance (hospitalization and term life) coverage will be paid for a three (3) month period starting with the first day of sick leave.

9.7 An annuity program shall be made available to office personnel. The program shall be under current Federal statutes and with no cost to the Board of Education.

ARTICLE 10 - QUALIFICATIONS

- 10.1 High school graduate with emphasis on business subjects or equivalent. Other requirements may be determined by specific positions.
- 10.2 In compliance with State Law all employees must submit evidence of a chest x-ray or T.B. skin test showing negative results prior to September 1.

ARTICLE 11 - ASSIGNMENT

- 11.1 The Superintendent or his delegated school officer shall be empowered to direct, control and assign office personnel in the best interests of the school district.
- 11.2 Office personnel will remain in the position assigned after satisfactory probation and not subject to reassignment except when the operation of the school district requires it.
- 11.3 Office personnel shall not be required to assume teaching duties. In an emergency office personnel will be expected to assume those duties which an adult would normally do in order to protect the children or the building. In such a situation the office personnel will call:
1. The principal or supervisor in charge
 2. An assistant superintendent
 3. The superintendent

ARTICLE 12 - JURY DUTY

12.1 Any employee who is summoned for jury duty examination and investigation must notify the personnel office within twenty-four (24) hours of receipt of such notice. If an employee 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; provided she makes herself available for work within her regular work schedule when not occupied with jury duty.

Employees shall report for duty on those days of the week when by rule or custom no jury trials are conducted: Monday in Federal Court; Friday in Circuit Court. If an employee is required to sit on a jury, or spend time on a jury panel, such employee shall not be required to report for work on those days she sits on such jury or panel.

12.2 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.

ARTICLE 13 - LAY-OFF PROCEDURE

13.1 The word "lay-off" means a reduction in the working force.

13.2 If it becomes necessary for a lay-off, the following procedure will be mandatory:

- a. In the event of impending lay-off, there shall be a conference between the administration and the Association Executive board.
- b. Probationary employees will be laid off first.
- c. Seniority employees facing lay-off will be notified in accordance with 13.3 and shall have the right to exercise their district-wide seniority to bump as follows:
 1. The lowest seniority employee within the same classification.
 2. The lowest seniority employee in the next lower classification.
- d. Employees bumping into other jobs or classifications under these provisions will have up to four (4) weeks trial to prove her ability to do the job and shall be paid at the appropriate rate for the new position.
- e. Employees with the least seniority shall be laid off if there are no positions available after the above bumping procedures have been followed.
- f. The Association President, during her term of office, shall be the highest seniority employee for purposes of this article.

- 13.3 Employees to be laid off for an indefinite period of time will have at least fourteen (14) days notice of lay-off. The Association Secretary shall receive a list from the Employer of the employees being laid off on the same date that notices are issued to the employees. Vacation days may be used if the employee desires.
- 13.4 Employees to be laid off for a definite period of time because of emergencies or unusual conditions will be given forty-eight (48) hours notice prior to the lay-off. The length of lay-off will be told the employee. Vacation days may be used if the employee desires.
- 13.5 Whenever buildings or operations are closed on a permanent or indefinite basis, the procedure in Section 13.2 shall be followed.
- 13.6 Secretaries to the principals of Junior, Middle and Senior High Schools, for the purpose of Article 13, shall be considered as School Secretaries.

ARTICLE 14 - ON THE JOB INJURY

14.1 Employees incurring on the job injuries will be protected by Workmen's Compensation Insurance.

ARTICLE 15 - NEW EMPLOYEES

15.1 The probationary period for new employees shall be ninety (90) calendar days. Employees whose work is deemed satisfactory by the supervisor and the assistant superintendent shall be considered as permanent on the 91st day.

15.2 Probationary employees will be paid 25¢ per hour less than the beginning rate for that position.

15.3 Temporary employees may be hired to fill a vacancy created by leaves of absence. Such employees will be told at the time of hiring that the job is of a temporary nature and not entitled to permanent status.

ARTICLE 16 - GRIEVANCES

16.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.

16.2 Grievances shall be handled in the following manner:

Step 1 The aggrieved shall first discuss the complaint with the immediate supervisor in an attempt to solve the problem informally. In the event that the aggrieved is not satisfied with the solution to her complaint, she may request that the Association represent her. The Chairman of the Grievance Committee or her delegated representative from the committee shall discuss the complaint with the employee and the immediate supervisor. If the solution is still unsatisfactory, the complaint shall be reduced to writing and presented to the immediate supervisor for disposition within five (5) school days. Within five (5) school days after receiving the written grievance, the immediate super-

visor shall render his decision in writing and present it to the Chairman of the Grievance Committee.

16.3 Step 2 Within five (5) school days after receipt of the immediate supervisor's written decision, the grievance may be appealed to the Superintendent or his designated representative by the aggrieved. The appeal shall be set forth in writing and shall set forth specifically the act or condition on which the grievance is based. The appeal shall state in writing why it is being submitted to Step 2 and what relief is being sought. The appeal shall be accompanied by all documents of the First Step. The Chairman of the Grievance Committee or her delegated representative from the Committee and aggrieved employee shall meet with the appropriate administrator to discuss the grievance within ten (10) school days of receipt of the documents. The administrator shall render a decision in writing to the Chairman of the Grievance Committee within five (5) school days after the meeting.

16.4 Step 3 Within five (5) school days after receiving the decision at Step 2, or after it is due, the aggrieved may appeal to the Board of Education. The appeal shall be in writing and shall state why it is being

16.4 Step 3 submitted to Step 3 and what relief is being sought. All documents from Step 1 and Step 2 shall be attached thereto. After receipt of the appeal, the Board shall investigate the grievance at its next regular meeting. The aggrieved and the grievance committee will be heard in executive session. The Board will render its decision in writing within fourteen (14) school days after the aforesaid meeting. A written copy shall be delivered to the Grievance Committee.

ARTICLE 17 - BOARD RIGHTS

17.1 The Board, on its own behalf and on the 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:

17.11 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

17.12 To hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees.

17.13 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only

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17.13 to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and Constitution and Laws of the United States.

ARTICLE 18 - SENIORITY

There will be one seniority list based on date of permanent employment. All new employees will be added to this list upon completion of satisfactory probation. The following is a true list as recognized by both parties at the time of the contractual agreement.

| <u>NAME</u> | <u>DATE HIRED</u> |
|-------------------------------|-------------------------|
| SCHWARTZ, Esther - - - - - | 7-1-52 |
| AEPLI, Ruth - - - - - | 8-24-54 |
| LABEAU, Doreen - - - - - | 8-20-56 |
| HOLMES, Lark - - - - - | 9-1-56 |
| ROEHRIG, Jean - - - - - | 8-19-57 |
| CALVIN, Lorraine - - - - - | 8-18-58 |
| RUSS, Ruby - - - - - | 8-22-60 |
| POREMSKY, Genevieve - - - - - | 9-1-60 |
| TOURES, Virginia - - - - - | 8-28-61 |
| DONALDSON, Jean - - - - - | 8-28-61 |
| ROBINSON, Leota - - - - - | 9-11-61 |
| SALESKY, Betty - - - - - | 9-14-61 |
| SLOVIK, Katie - - - - - | 2-5-62 |
| STANTON, Dorothy - - - - - | 8-26-63 |
| ANTHONY, Dorothy - - - - - | 9-1-63 |
| ALLMAN, Ireen - - - - - | 4-27-64 |
| YATES, Kathleen - - - - - | 8-17-64 |
| WESTAWAY, Marie - - - - - | 9-17-64 |
| GOBROGGE, Lorna - - - - - | 9-28-64 |
| MONTGOMERY, June - - - - - | 1-25-65 |
| RAY, Louise - - - - - | 6-17-65 |
| JARVIS, Alice - - - - - | 8-30-65 |
| MONTIE, Rose Marie - - - - - | 4-27-66 |
| HORN, Ceil - - - - - | 8-14-67 |
| CONLEY, Helen - - - - - | 9-26-67 |
| NOBLE, Georgia - - - - - | 9-1-68 |
| SCHAFFER, Esther - - - - - | 12-2-68 |
| COSMAN, Audrey - - - - - | 9-15-69 |
| REUTER, Rita - - - - - | 10-19-70 |
| CLEARY, Mary - - - - - | 1-27-71 <i>RESIGNED</i> |
| VAN TASSEL, Donna - - - - - | 2-3-71 <i>RESIGNED</i> |
| RICE, Louise - - - - - | 10-4-72 |
| RETTKE, Doris - - - - - | 10-9-72 |
| CAVINS, Sylvia - - - - - | 11-17-72 |
| AMROIAN, Phyllis - - - - - | 4-9-73 |
| KRYK, Sally - - - - - | 5-2-73 |
| DAVIS, Dee - - - - - | 9-1-73 |
| SAGE, Janet - - - - - | 1-28-74 |

ARTICLE 19 - SALARY SCHEDULE

| <u>STEP</u> | <u>SCHOOL SECRETARY</u> | <u>GENERAL OFFICE HELP</u> | <u>BOOKKEEPER</u> | <u>ASSISTANT BOOKKEEPER</u> |
|-------------|-------------------------|----------------------------|-------------------|-----------------------------|
| 0 | \$3.61 | \$3.31 | \$4.44 | \$4.23 |
| 1 | 3.69 | 3.37 | 4.55 | 4.32 |
| 2 | 3.77 | 3.43 | 4.65 | 4.40 |
| 3 | 3.84 | 3.49 | 4.75 | 4.48 |
| 4 | 3.93 | 3.56 | 4.85 | 4.56 |
| 5 | 4.01 | 3.62 | 4.95 | 4.65 |
| 6 | 4.09 | 3.69 | | |
| 7 | 4.17 | 3.75 | | |
| 8 | 4.25 | 3.79 | | |

19.2 Secretary to the Junior, Middle and Senior High Principal will receive 10¢ per hour above each Step of the schedule for school secretaries.

19.3 A Step is one regular school year. Ten month employees must work at least 103 days within a school year to earn credit for a full year. Twelve month employees must work 130 days within a school year to earn credit for a full year.

19.4 Whenever the classification clerk-typist is to be utilized, the wages shall be immediately negotiated.

19.5 Ten month employees will be paid hourly.

19.6 Retroactive pay for 12 month employees will be paid starting with July 1, 1973, and for 10 month employees, starting with return to work in the fall session.

19.7 The School year runs from July 1 to June 30.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 This Agreement shall continue in full force and effect up to and including June 30, 1974.

20.2 This Agreement shall continue in effect for successive yearly periods after June 30, 1974, unless notice is given in writing by either the Association or the Board to the other party at least ninety (90) days prior to June 30, 1974, or any anniversary date thereafter of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate on June 30, 1974, or on the subsequent anniversary date, as the case may be. In the event that one of the parties gives the ninety (90) day notice to modify or amend as set forth above, either party may give subsequent notice to terminate on or after June 30, 1974, or the subsequent anniversary date, as the case may be, by giving the other party ten (10) days notice in writing.

IN WITNESS WHEREOF the parties hereto have cause this instrument to be executed on the 3rd day of June, 1974.

SOUTHGATE ASSOCIATION OF
EDUCATIONAL SECRETARIES

Celia V. Horn
President

Rita Reuter
Secretary

Alise H. Jarvis
Chief Negotiator

BOARD OF EDUCATION

Jack Phillipard
Board President

Ralph C. Roush
Chief Negotiator