

June 30, 1971

Springfield

AGREEMENT BETWEEN THE BOARD OF EDUCATION  
AND  
THE SPRINGFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

EFFECTIVE: July 1, 1969  
until  
June 30, 1971

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## AGREEMENT

THIS AGREEMENT entered into this 10th day of June, 1969, by and between the BOARD OF EDUCATION SCHOOL DISTRICT OF THE CITY OF SPRINGFIELD, MICHIGAN, hereinafter called the "Board", and the SPRINGFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES, hereinafter called the "Association".

### ARTICLE I RECOGNITION

#### SECTION 1

The Board recognizes the Springfield Association of Educational Secretaries as the sole agent for professional negotiations and collective bargaining for all secretaries and library assistants of the School District of the City of Springfield, but excluding supervisory and executive personnel. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter will be referred to as "Employees".

#### SECTION 2

The Board agrees not to negotiate with any Secretaries' organization other than the Association for the duration of this agreement.

#### SECTION 3

The employee shall be responsible for payment of any professional dues.

## SECTION 4

Nothing contained herein shall be construed to deny or restrict to any Employee or Board rights they may have under the Michigan General School Laws.

ARTICLE II  
EMPLOYEE RIGHTS

## SECTION 1

It is agreed by the Board and the Association that neither shall discriminate against any person covered by this agreement because of race, color, creed, nationality or sex nor shall they discriminate against any person covered by this agreement because of his exercising rights reserved to him under State or Federal Law.

## SECTION 2

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

## SECTION 3

It is agreed that except as specifically provided herein, employees covered under this agreement shall not engage in Association activities during the school day.

## SECTION 4

The Association and its members shall have the right to use school building facilities for meetings provided: (1) such meetings are held at hours other than school day hours, (2) advance permission for such usage has been given by the administration.

## SECTION 5

The Association shall have the right to use central material distribution center (mail boxes) for distribution of notices of meetings, conferences and so forth so long

as such information contains nothing of a derogatory, defamatory or internal Association report on progress of negotiations or like matters.

#### SECTION 6

The Board agrees to make available to the Association in response to reasonable written requests from time to time, all available public information.

### ARTICLE III COMPENSATION

#### SECTION 1

The salaries of employees covered by this agreement will be set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the duration of this agreement.

#### SECTION 2

The annual rates of pay shown on the Schedule A are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on a fifty-two (52) week basis, shall be compensated on a prorated rate of pay.

#### SECTION 3

Overtime worked in excess of eight hours in any one day, or on Saturday, should be paid for at time and one half the regular rate.

#### SECTION 4

Employees covered under this agreement may be given full credit for up to but not exceeding a period of five (5) years for related outside experience.

#### SECTION 5

The beginning and ending date for employees working less than fifty-two (52) weeks may be mutually agreed upon by the employee and the immediate supervisor.

## SECTION 6

Upon recommendation of the immediate supervisor and Superintendent, with approval of the Board, a merit increase may be given up to \$125 for exceptional service or when a person reaches the top of their classification.

ARTICLE IV  
WORKING HOURS

## SECTION 1

The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week Monday through Friday.

## SECTION 2

All Forty (40) hour per week employees shall be entitled to a duty free lunch period of not less than one-half hour.

## SECTION 3

All employees will be provided a relief time in the morning and in the afternoon of not less than fifteen minutes.

ARTICLE V  
WORK LOADS AND ASSIGNMENTS

## SECTION 1

Each employee shall have on file in the Administrative Office a job description and work load assignment approved and signed by her immediate supervisor, to be updated each year.

## SECTION 2

No new work load assignment not covered in the employee's job description shall be assigned to an employee without benefit of consultation.

ARTICLE VI  
VACANCIES AND PROMOTIONS

SECTION 1

Whenever any vacancy or other special opportunity in any position that would be held under this agreement in the district shall occur, the Board shall advise the employees by posting such notice in the office of each building. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven calendar days.

SECTION 2

Any employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the school system of the district, and other relevant factors. (The Board declares its support of a policy of promotions from within its own employees, including promotions to supervisory and executive levels). "Service" in the system, for purposes of this Agreement, shall mean continuous employment with the district.

SECTION 3

Insofar as practicable, all vacancies will be filled by promotions and all employees are encouraged to train and prepare for promotional opportunities.

SECTION 4

In any necessary reduction of the staff as covered under this agreement, an employee with greater service shall be given preference over an employee with less service to retain their employment insofar as practicable as determined by the Superintendent. Any employee whose services are so terminated shall be notified at least two weeks in advance in writing by the Board.

## SECTION 5

When employees whose services have been so terminated are to be re-employed, those having the greatest service shall be recalled first insofar as practicable as determined by the Superintendent.

ARTICLE VII  
DISCHARGE AND DEMOTION

## SECTION 1

Discharge or demotion of any employee shall be made only for reasonable and just cause. Just cause shall include, but shall not be limited to: 1. Inefficiency or incompetence; 2. Insubordination against rules of the Board; 3. Moral misconduct; 4. Disability, mental or physical as shown by competent medical evidence.

## SECTION 2

In the event any employee shall be suspended or discharged from employment and believes she had been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

## SECTION 3

Should it be decided that an injustice has been done in regard to the employee's suspension or discharge, the Board agrees to reinstate her and pay her for all time lost.

ARTICLE VIII  
RESIGNATION

## SECTION 1

Any employee desiring to resign shall file a letter of resignation with the Board at least fifteen working days prior to the effective date. In case of an emergency, the notice time shall be left to the discretion of the Superintendent and the employee.

## SECTION 2

Any employee who discontinues her services before their first work year forfeits her right to earned vacation time.

ARTICLE IX  
ABSENCE

## SECTION 1

Sick leave shall be granted annually to each regular employee without loss of salary as follows:

- a. 10 days for 40 hour, 44 week employees accumulative to 100 days.
- b. 12 days for 52 week employees accumulative to 100 days.
- c. 5 days for regular 20 hour, 44 week employee accumulative to 50 days.

## SECTION 2

Each regular employee shall file a statement of the reason for absence on a form provided, on the day the employee returns or before the end of the pay period in case of extended illness.

## SECTION 3

In addition to sick leave days granted according to Section 1, the Superintendent may approve the following absences without loss of pay or deduction from cumulative sick leave:

- a. Death in the immediate family - limit of five (5) days.  
(Immediate family shall include present spouse, children, Mother, Father, Brother, and Sister.)
- b. Death of a friend or relative - limit of one (1) day.
- c. Serious illness in the immediate family as defined in Item a. - limit of two (2) days per year.

- d. Personal business that cannot be taken care of outside of office hours - to be approved by immediate supervisor and Superintendent.
- e. Professional meetings.

#### SECTION 4

An employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and her regular salary for the duration of the illness not to exceed one work year with no subtraction of sick leave.

#### SECTION 5

An Employee absent from work because of infectious hepatitis shall suffer no diminution of compensation and shall not be charged with sick leave if direct contact was made with a case in her building. (Limited to three months.)

### ARTICLE X LEAVE

#### SECTION 1

Leave of absence without pay may be granted by the Superintendent to persons employed on a full time basis for a least two years as described in Article IV, Section 1. Leave shall be requested in writing thirty days prior to date leave commences. Original request for leave shall not be granted for more than six (6) months. When employee returns from leave, within a six (6) month period, she shall return to the position she held at the time her leave was granted. In the event the leave is extended, done only upon review of request by the Superintendent with the approval of the Board, the employee shall be reinstated upon the availability of a position with preference being given to employee returning from leave of absence.

## SECTION 2

After two years of service, a maternity leave shall be granted without pay, commencing not later than the end of the fifth month of pregnancy, and reinstatement of employment shall not be before three (3) months after the termination of such pregnancy, except that a person may return before the three (3) month period at the discretion of the Superintendent. Maternity leave may not extend beyond one (1) year.

ARTICLE XI  
RETIREMENT

## SECTION 1

An employee shall be retired by the Board upon reaching 65 years of age per adopted board policy.

ARTICLE XII  
INSURANCE PROTECTION

## SECTION 1

Blue Cross-Blue Shield - Continuation of present coverage of Board paying employee coverage. To receive this benefit, an employee shall work at least forty (40) hours per week for forty (40) weeks or longer.

## SECTION 2

Life Insurance - A program of \$2,000 group coverage with double benefits in case of accidental death with premium to be paid by the Board for each employee. To receive this benefit, an employee shall work at least twenty (20) hours per week for forty (40) weeks or longer.

- a. Effective after probation period only.
- b. Effective July 1, 1966 for 52 week employees
- c. Effective September 1, 1966 for forty (40) or forty-four (44) week employees.
- d. Insurance reverts to \$1,000 at age 65.

ARTICLE XIII  
VACATION AND HOLIDAYS

SECTION 1

Employees on a 52 week assignment with five years or less of service shall receive two weeks per year vacation with pay after completion of one work year.

SECTION 2

Employees on a fifty-two (52) week assignment with six or more years of service shall have one day per year added to the two weeks vacation until a maximum of fifteen (15) days has been reached.

SECTION 3

An employee whose work year is less than fifty-two (52) weeks shall receive a prorated vacation period and shall be paid for this time at the close of her work year.

SECTION 4

Employees on a forty (40) or Forty-four (44) week assignment with six or more years of service shall have one day per year, not prorated, added to the present prorated vacation until a maximum of 13 and 1/2 days has been reached.

SECTION 5

Paid Holidays listed below shall be granted to all employees when the Holiday comes during their regular work year:

Labor Day	1 day
Thanksgiving	2 days (per school calendar)
Christmas	2 days
New Year's Day	1 day
Good Friday	1/2 day (per school calendar)
Memorial Day	1 day
Fourth of July	1 day (52 week employees only)

ARTICLE XIV  
PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

SECTION 1

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

SECTION 2

An employee who believes he has a grievance shall first discuss the matter with his immediate supervisor personally or accompanied by an Association representative within six (6) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply:

SECTION 3

FIRST STEP. Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing to the immediate supervisor of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, specify the section of the contract which has allegedly been violated, shall be signed by the employee who is filing the grievance or an officer of the Association when the Association files a grievance and shall be submitted to the immediate supervisor within six (6) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The Immediate Supervisor shall give a written answer to the aggrieved employee or the Association within six (6) school days after receipt of the written grievance. If the answer is mutually satisfactory,

the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the immediate supervisor.

#### SECTION 4

SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within six (6) school days after receipt of the immediate supervisor's First Step answer of the desire to appeal. If such written request is made, the Superintendent or someone by him designated shall meet with the grievant and/or Association representative or representatives within six (6) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or his Association representative or representatives within six (6) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

#### SECTION 5

THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within six (6) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative, the Superintendent, the grievant and/or the Association representative or representatives within six (6) school days after receipt by the Superintendent of the notice of desire to appeal. A written

answer shall be given by the Board's Representative to the aggrieved employee and the Association representative within six (6) school days after the date of the Third Step meeting.

#### SECTION 6

If the grievance has not been settled in the Third Step, the grievant and/or his Association representative or representatives may submit the matter to mediation under the Act or if mutually agreed upon by both parties may submit such grievance to arbitration provided such submission is made within ten (10) school days after receipt of the Third Step answer.

- (a) All matters submitted to Arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

#### SECTION 7

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this agreement.

## SECTION 8

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular working hours with the exception of procedures through Section 3, unless both parties agree to conduct such discussion during regular working hours.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

## SECTION 1

The Board shall require a physical examination upon hiring an employee and will reimburse the cost up to \$10, after completion of the probation period.

## SECTION 2

A Tuberculin test shall be required and on file in the Business Office once each year during the duration of this Agreement.

## SECTION 3

Upon return from an illness of five days or more, including returning from a leave of absence due to illness or maternity, the Superintendent may request a written statement from a physician that the employee is capable of returning to employment.

## SECTION 4

Probationary Employment period will be sixty (60) duty days. A new employee discharged or reprimanded during this probationary period shall not have cause for a grievance under Article XIV.

## SECTION 5

If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained

by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

#### SECTION 6

A copy of this Agreement shall be provided at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.

#### SECTION 7

Between March 1 and April 1, 1971, the Board and the Association shall begin negotiations for a new agreement covering wages, hours, terms and conditions of employment under this agreement.

SALARY SCHEDULE A  
1969-70 & 1970-71

CLASSIFICATION

TERM

I	Library Assistant - A-2	44 Working Weeks
II	Library Assistant - A-1	44 Working Weeks
	Elementary Principal's Secretary	44 Working Weeks
	High School Guidance Secretary	44 Working Weeks
	Junior High Guidance Secretary	44 Working Weeks
	Clerk - Receptionist	44 Working Weeks
III	Elementary-& Special Services Secretary	52 Working Weeks
	Junior High Principal's Secretary	44 Working Weeks
IV	High School Principal's Secretary	52 Working Weeks

Salary Level x Assigned Work Week = Yearly Salary

LEVEL	I		II		III		IV	
	1969-70	1970-71	1969-70	1970-71	1969-70	1970-71	1969-70	1970-71
1	69.59	74.39	74.99	79.79	79.57	84.37	84.95	89.75
2	72.95	77.75	78.36	83.16	83.93	88.73	88.32	93.12
3	76.32	81.12	81.72	86.52	86.30	91.10	91.68	96.48
4	79.68	84.48	85.09	89.89	89.66	94.46	95.05	99.85
5	83.05	87.85	88.45	93.25	93.03	97.83	98.42	103.22
6	86.42	91.22	91.82	96.62	96.40	101.20	101.78	106.58
7	89.78	94.58	95.18	99.98	99.76	104.56	105.15	109.95
8	93.15	97.95	98.55	103.35	103.13	107.93	108.51	113.31
9	96.51	101.31	101.92	106.72	106.49	111.29	111.88	116.68
10	99.88	104.68	105.28	110.08	109.86	114.66	115.24	120.04
11	103.24	108.04	108.65	113.45	113.22	118.02	118.61	123.41

