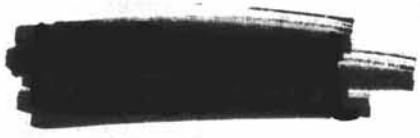


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COLLECTIVE BARGAINING AGREEMENT

1989 - 1990

Between

BENTON HARBOR AREA SCHOOLS

and

**BENTON HARBOR SECRETARIAL
ASSOCIATION/MEA/NEA**

Benton Harbor Area Schools

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**BOARD OF EDUCATION
1989 - 1990**

**Jane, Strand , President
Carolyn Graves, Vice President
Lynn Hayes, Secretary
Paul Harvey, Treasurer
Walter Brown, Trustee
Virgil May, Trustee
Daniel Ertman, Trustee**

James N. Rutter, Superintendent

TABLE OF CONTENTS

Agreement	1
ARTICLE I - Recognition	1
ARTICLE II - Association Rights	3
ARTICLE III - Employee's Protection	4
ARTICLE IV - Grievance Procedure	5
ARTICLE V - Seniority	7
ARTICLE VI - Leaves of Absence	10
ARTICLE VII - Paid Sick Leave	12
ARTICLE VIII - Association Business Leave	14
ARTICLE IX - Hours of Work and Overtime	15
ARTICLE X - Compensation	16
ARTICLE XI - Holidays	18
ARTICLE XII - Vacation	19
ARTICLE XIII - Professional Behavior	20
ARTICLE XIV - Continuing Education and In-Service	21
ARTICLE XV - Miscellaneous	21
ARTICLE XVI - Strikes and Lockouts	22
ARTICLE XVII - Duration	22
APPENDIX A	24
INDEX	25

AGREEMENT

THIS AGREEMENT entered into this 10th day of August, 1989, between the **BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN**, hereinafter referred to as the "Board" and the **BENTON HARBOR SECRETARIAL ASSOCIATION/MEA/NEA**, hereinafter referred to as the "Association".

WITNESSETH:

The purposes of this Agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the employees, the Association, and the children who attend the schools in this district. Recognizing that providing quality secretarial services for the administrative staff of the Board is the aim and obligation of the parties hereto, the Board, and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

SECTION 1: BARGAINING UNIT DESCRIPTION. Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all of the full time and regular part-time secretarial and clerical employees, excluding a maximum of five (5) secretaries selected by the Employer, and all other employees of the Board. The term "secretary" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described and wherever the female pronoun is used it shall be deemed to mean female and/or male. Employees who were formerly covered by this bargaining unit and who were excluded as of the effective date hereof, shall have the right to return to the bargaining unit without loss of seniority and other benefits under the terms of this Agreement. The Board agrees not to negotiate with or recognize any secretarial organization other than the Association for the duration of this Agreement.

SECTION 2: EMPLOYER RIGHTS. The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the school district and to direct and supervise the secretaries who come within the jurisdiction of the Agreement are vested solely and exclusively in the Board.

SECTION 3: NON-DISCRIMINATION. The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, height, weight, nationality, marital status or political belief nor shall either discriminate against any employee because of her membership or non-membership in the Association.

SECTION 4: DUES OR FEE DEDUCTION. Any secretary who does not elect to pay the dues uniformly required of all members or the uniformly required representation fee by payroll deduction shall tender the full amount of said dues or fees by September 30 of each year. In the event the Association certifies to the Director of Personnel that a secretary has failed to tender payment of either the dues uniformly required of all members or the uniformly required representation fee, the District shall terminate the

employee within thirty (30) calendar days after receipt of such certification; provided the Association has complied with the following:

- (a) A notice of the secretaries' obligation to tender dues or service charges as specified above is delivered to the secretary within thirty (30) days of employment or the date said dues/fee was due.
- (b) The secretary is given up to a total of thirty (30) days to meet said obligation.
- (c) The amount and to whom such tender or dues or fee is to be made in order for the secretary to be in compliance.
- (d) A notice must be sent at the end of said thirty (30) days referred to in paragraph (b) above that the secretary has not complied with the above demand and that a request for the secretary's termination was being made to the District.
- (e) A copy of all communications between the Association and the secretary and a certificate of non-compliance signed by the Association President must be furnished to the Director of Personnel.
- (f) Proof of receipt of notice given to the secretary must accompany the certificate of non-compliance.

SECTION 5: HOLD HARMLESS CLAUSE. The Association agrees to indemnify and save the District, including individual School Board members, representatives of the Board, or employees of the Board, harmless against any and all claims, demands, cost, suits or other forms of liability, including back pay, unemployment compensation benefits, sums improperly deducted and remitted to the Association, and all court costs or administrative agency costs incurred by the District that may arise out of or by reason of an action(s) of the District or its representatives for the purpose of complying with sections four and five of this Article so long as the District notifies the Association of any above named action brought against it in a timely fashion which does not jeopardize any contractual, administrative or judicial time limit.

SECTION 6: PAYROLL DEDUCTION. During the life of this Agreement, the Board agrees to deduct from a paycheck of each month, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues and initiation fee in such amounts as shall be certified by the financial secretary of the Association, in addition to credit union, insurance, and one of the following annuity companies:

- (1) Investors Syndicate Life Insurance and Annuity Company;
- (2) Variable Annuity Life Insurance Company;
- (3) Metropolitan Life Insurance Company;
- (4) MEFSA.

The check-off authorization shall be in writing, signed by the employee, and shall afford such employee the right to revoke such authorization upon its anniversary date or upon expiration of this Agreement, whichever occurs first. The Board shall furnish the Association each month a list of all members for whom such deductions have been made.

SECTION 7: SAVINGS CLAUSE. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by the operation of law or by any tribunal of competent jurisdiction or in compliance with or enforcement of any provisions shall 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 8: ASSOCIATION ACTIVITY. The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

SECTION 9: INFORMATION TO ASSOCIATION. The Board agrees to make available to the Association any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board.

ARTICLE II - ASSOCIATION RIGHTS

SECTION 1: BULLETIN BOARD USE. The Board shall continue to provide bulletin boards upon which the Association shall be permitted to post notices concerning Association business and activities. Any material posted shall contain nothing of a defamatory nature or involve members of or candidates for the Board of Education.

SECTION 2: MAIL SERVICE. The Association may use the regular established mail service for communications of Association business to secretaries provided the material transmitted contains nothing of a defamatory nature or involves members of or candidates for the Board of Education. All material placed in the District mail service shall be signed by an official of the Association.

SECTION 3: BUILDING USE. School rooms may be used by the Association for meetings and special programs, provided that:

(a) Arrangements are made in advance with the building principal and/or appropriate administrator or Director of Business and Finance.

(b) Meetings are scheduled within the regular shift hours of the custodial staff.

SECTION 4: EQUIPMENT USE. The Association shall have the right to use typewriters, mimeograph machines and other duplicating equipment at times other than during working hours when the equipment is not otherwise in use or needed for school business, provided prior approval is obtained from the supervisor who is responsible for the equipment. The Association shall pay for all cost incident to the use of such equipment including the use of materials and supplies.

SECTION 5: INFORMATION TO NEW EMPLOYEES. Upon initial employment, the Board will provide each employee a copy of the current Master Agreement, information regarding the approximate number of weeks her job requires, and initial information regarding insurance benefits she will be eligible for following her probationary period.

SECTION 6: ASSOCIATION REPRESENTATIVES. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

SECTION 7: GRIEVANCE RELEASE TIME. A Bargaining Unit Member, who must be involved with the Employer in the grievance procedure during the work day, shall be excused with pay for that purpose.

ARTICLE III - EMPLOYEE'S PROTECTION

SECTION 1: EMPLOYEE ASSAULT. In the event a secretary is physically assaulted by a student or any person who is not employed by the Board, which arises out of and in the course of her employment, it shall be promptly reported to her immediate supervisor and the Director of Personnel. The Board will provide legal counsel to advise the secretary of her rights and obligations with respect to such assault and shall render the necessary assistance to the secretary in connection with the handling of the incident with the law enforcement and judicial authorities.

SECTION 2: CIVIL ACTION. In the event the secretary is the subject of a civil action filed by someone other than an employee of the Board which arose out of and in the course of her employment, the Board will provide legal counsel and render the necessary assistance to the secretary in her defense, provided the secretary's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances. In the event the provisions of this Section are met, the secretary shall be paid for the time necessarily spent in the resolution of such a matter.

SECTION 3: BUILDING SAFETY. The Employer will endeavor to secure the building while secretaries are working alone. Under no circumstances shall secretaries be required to remain in the building alone at times other than the regularly scheduled working hours.

SECTION 4: BUILDING SECURITY. No secretary shall be responsible for building security. However, secretaries shall, in regard to building and equipment security, be responsible to conduct themselves as a reasonable and prudent person would in like or similar circumstances.

SECTION 5: STUDENT DISCIPLINE. No secretary shall be responsible for a student who is being disciplined.

At times when the building principal is in the building, but not in the school office, the secretary may return a referred student to his or her classroom until such a time as the principal can deal with the situation.

When there is a major disturbance in a building, and the principal is unavailable, the secretary may contact the central administration and assistance will be provided.

SECTION 6: MEDICATION. Secretaries shall not be required to dispense prescription medication to students.

SECTION 7: CITIZEN COMPLAINT. The Board agrees that in case of a complaint on the part of a citizen regarding a secretary, said citizen will be asked to first discuss the matter with the secretary's immediate supervisor for the purpose of resolving the complaint at the local level. If the citizen is not satisfied with the means to be used to resolve the problem, or the results thereof, and takes his complaint to a higher authority within the school district administration, the secretary against whom the complaint originated shall be given the opportunity of providing background information either in person, with representation of her choice, or by memoranda before any further action is taken on the matter. The Superintendent or his/her designee shall determine whether further investigation or disciplinary action shall be taken against the secretary.

SECTION 8: EMPLOYEE COMPLAINT. The Board agrees that in the case of a complaint on the part of a district employee regarding a secretary, the affected secretary shall be notified of such complaint prior to the District taking any formal action concerning

said complaint. Formal action does not include investigation of a complaint. In the event a complaint does not result in formal action, said complaint will not become a part of the personnel file of the secretary.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCE DEFINED. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

SECTION 2: GRIEVANCE PROCESSING. An employee who has a complaint must submit her complaint orally to her immediate supervisor within five (5) working days after the occurrence of the event or after the employee has knowledge or should have had knowledge of the event upon which the complaint is based. The immediate supervisor shall give the employee an oral answer to her complaint within five (5) working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him/her. Before a grievance is processed as hereinafter set forth, the matter must be discussed with the immediate supervisor as above indicated.

FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and two (2) copies thereof must be presented to the employee's immediate supervisor within five (5) working days after receipt of the immediate supervisor's oral answer. The immediate supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Board's copy of the grievance and sign the same.

SECOND STEP. If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the administrative representative who may be designated to handle grievances at this level within five (5) working days after receipt of the First Step answer. The administrative representative shall give the Association representative a written Second Step answer to the grievance within five (5) working days after the grievance has been presented to him. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the Association representative.

THIRD STEP. If the grievance has not been settled in the Second Step, and is to be appealed to the Third Step, such notice of appeal must be given to the administrative representative designated to handle grievances at this level, within five (5) working days after receipt by the Association representative with the Second Step answer. The grievance reaching this Step shall be considered at a meeting between the Association's grievance committee and the Board's grievance committee which meeting shall be held no later than five (5) working days from the time the appeal was taken to this step. The chairperson of the Board's committee will give the chairperson of the Association's committee a written Third Step answer within five (5) working days after such meeting unless such time limit has been extended by agreement between the Board's representative and the representative for the Association. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the chairperson of the Association's committee.

FOURTH STEP. If the grievance has not been resolved in the foregoing Steps and the Association desires to carry it further, the Association shall, within fifteen (15) calendar days following receipt of the Third Step answer, advise the Board in writing that such answer is unacceptable, the reason it is deemed to be unacceptable and in such communication further advise the Board that the matter is being submitted to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after giving the Board the fifteen (15) calendar days notice above referred to. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association. The expenses, wages and fees of witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages and fees of witnesses and representatives of the Association shall be borne by the Association, in accordance with past practice.

SECTION 3: GRIEVANCE TIME LIMITS. If a grievance which has not been settled at any Step of the grievance procedure is not appealed by the Association to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered within the time limits specified for such answer at any Step of the grievance procedure, such grievance shall automatically be advanced to the next higher Step of the grievance procedure, except that nothing contained herein shall be construed in such a manner as to automatically refer a subject to the Fourth Step of the grievance procedure.

SECTION 4: ASSOCIATION GRIEVANCE. Grievances on behalf of the entire Association shall be filed by the chairperson of the Association's grievance committee and shall be processed starting at the Second Step of the grievance procedure within five (5) working days of the occurrence of the event upon which it is based.

SECTION 5: GRIEVANCE COMMITTEE MEETINGS. Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than 4:00 p.m. on the day for which they are scheduled, unless mutually agreed upon by the parties thereto. The Association's committee members, not exceeding four (4) in number, shall suffer no loss of pay due to time lost from their regularly scheduled work while attending such meetings.

SECTION 6: "WORKING DAY" DEFINED. Whenever the words are used in the Agreement, "working days" shall be defined as those days which are scheduled for work Monday through Friday excluding holidays recognized under this Agreement.

SECTION 7: TIME LIMITS EXTENSION. Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the Association and the Board.

SECTION 8: GRIEVANCE ISSUE LIMITATIONS. The following subjects shall not be subject to the grievance procedure:

- (a) Discipline or termination of a probationary employee.
- (b) Dispute over a seniority date once the date has been posted fifteen (15) working days.
- (c) An involuntary, non-disciplinary transfer.

ARTICLE V - SENIORITY

SECTION 1: SENIORITY DEFINED. Seniority shall be defined as an employee's length of continuous service with the Board in the capacity of a secretary since her last hiring date. "Last hiring date" shall mean the date on which an employee was hired since which she has not quit, transferred out of the bargaining unit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick, personal or accident leaves or for layoffs for lack of work or funds except as hereinafter provided.

SECTION 2: PROBATIONARY EMPLOYEES. All new employees shall be probationary employees until they have worked sixty (60) days. The purpose of the probationary period is to provide an opportunity for the Board to determine whether the employee has the ability and other attributes which will qualify her for regular employee's status. During the probationary period the employee shall have no seniority status and may be terminated at the sole discretion of the Board. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of her last hiring date.

SECTION 3: TEMPORARY/SUBSTITUTE EMPLOYEES. Temporary or substitute employees shall not accumulate seniority or receive any fringe benefits. A temporary employee is one who is employed for a specific assignment not to exceed ninety (90) working days. A substitute employee is defined as one who is to replace a permanent employee for a short period of time. If a temporary position shall last more than ninety (90) working days, the Personnel Department shall notify the Association in writing so that the job may be posted. Student part-time employees shall not fall within the scope of this contract. However, it is understood that student part-time employees funded by sources outside the District shall not be used to displace bargaining unit members. It is further understood that student part-time employees funded by the District shall not be used to replace bargaining unit employees.

SECTION 4: PART-TIME EMPLOYEES. Part-time employees shall be defined as an employee who works six (6) hours or less per day on a regularly scheduled basis. A part-time employee shall accumulate seniority as defined in Section 1, however, shall receive health insurance benefits on a pro rata basis only. Health insurance benefits shall be calculated on an eight (8) hour basis.

SECTION 5: SENIORITY LIST. The Board will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards by December 1 and April 1 of each year. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list alphabetically by the first letter or or letters of their last name. If two (2) or more

employees have the same last name, the same procedure shall be followed with respect to their first names.

SECTION 6: TERMINATION OF EMPLOYEE'S SENIORITY AND EMPLOYMENT. An employee's seniority and employment shall terminate:

- (a) If she quits, retires, is justifiably discharged, or accepts another position other than as a secretary.
- (b) If, following a layoff, due to lack of work or funds, the secretary fails to notify the Board of her intention to return to work within seven (7) calendar days, after receipt of written notice, sent by certified mail, return receipt requested, of such recall, which shall be mailed to her last address on record, or after such certified mail is returned to the Board as being undeliverable or having notified the Board of her interest to return, fails to do so within seven (7) calendar days after receipt of the recall notice or upon the day established by the Board for her return, whichever is later.
- (c) If she accepts employment elsewhere while on a leave of absence without first notifying the employer of her desire to return to work.
- (d) When she has been laid off for a lack of work or funds for a continuous period of time in excess of twenty-four (24) consecutive months.
- (e) Fails to request a leave of absence in writing, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, she presents evidence satisfactory to the Employer that it was impossible for her to return to work at the expiration of such leave or vacation.

SECTION 7: REDUCTION OF WORK FORCE. When it becomes necessary to reduce the size of the work force, temporary employees shall be laid off first. If further reduction is necessary probationary employees shall be laid off next. If further reduction is still necessary, seniority employees shall be reduced starting with the least senior employee and through the seniority list in inverse order, providing there are senior secretaries who are able to satisfactorily perform the work of the laid off employee with a reasonable break-in period but without training. In the event there are no senior employees who can satisfactorily perform the work of those scheduled for layoff with a reasonable break-in period but without training, then the junior employee shall be retained and the senior employee shall be laid off.

Other conditions for layoff are as follows:

- (a) If a secretary's position is eliminated, she shall take the position of the least senior secretary in the same pay classification provided she can perform the work with a reasonable break-in period but without training.
- (b) The Board shall notify each secretary at least ten (10) working days prior to layoff.

SECTION 8: RECALLING EMPLOYEES FOLLOWING LAYOFF. When recalling employees to work following layoff, the senior employee on layoff status who has the present ability to satisfactorily perform the available work with the reasonable break-in period but without training shall be recalled to such work. Available work shall be defined as any position in the bargaining unit which has been posted but not filled through the bidding process. If there are no employees on lay-off status who have the present ability to satisfactorily perform the available work with a reasonable break-in period but without training, the senior laid off secretary who has the requisite ability to perform the work shall be the one recalled and given a reasonable amount of training.

If, under this section there are no laid off employees qualified for recall, then the Board shall be free to hire new employees to perform such work.

If an employee is given a reasonable break-in period and training as above provided and demonstrates that with such break-in and training she is unable to satisfactorily perform such work, she shall then be returned to layoff status and not again be eligible for recall to work until work is again available in her own classification to which her seniority entitles her.

SECTION 9: POSTING VACANT POSITIONS. When it becomes necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification such permanent job or vacancy shall be posted at each work site for a period of five (5) working days, during which time employees may bid for such job or vacancy by presenting to the Personnel Department a written, signed notification of their desire to so bid. A secretary who is not scheduled to work during the summer months shall have mailed to her last address on record with the employer such posting of secretarial vacancies that occur during the summer months, if prior written request is made to the Personnel Office. All postings shall state clearly the job classification and building location of the assignment. In a building where there are two (2) or more employees of the same classification, the posting shall include the position.

SECTION 10: FILLING OF VACANCIES.

(a) The Employer shall set forth in the job posting the minimum qualifications required for the newly created or vacant position.

(b) Secretaries who wish to be considered for a posted position shall submit their application within five (5) working days from the date of posting.

(c) No vacancy shall be permanently filled prior to the end of the five day posting period.

(d) The applicant who, in the sole judgment of the Board, possesses the best qualifications required to satisfactorily perform the job shall be the one awarded the position. The Board shall take into consideration its affirmative action goals first in its determination of which applicant is best qualified. After the Board has given due consideration to its Affirmative Action goals and needs as outlined in the Board's Affirmative Action Policy, as adopted, then the Board shall take into consideration competency, seniority and training. It is the understanding of the parties that no one factor shall be given more weight than any other factor taken into consideration by the Board in its determination of which applicant is best qualified.

(e) If there are no bidding employees who possess the minimum requirements specified in subsection (a) above, the job or vacancy may be filled by new hire.

(f) Members of the bargaining unit who have applied for vacancies therein shall be notified within ten (10) days after the job is filled whether or not they have received the position for which they applied.

(g) The Board shall inform the President of the Association in writing of the following:

(1) Any and all bids received from any member of the bargaining unit, at the close of the five (5) day posting period.

(2) The name of the employee who has been awarded the job.

SECTION 11: JOB PROBATION. In the event a job vacancy is filled pursuant to Section 10 above, the secretary thus awarded the job shall be transferred thereto as soon as practicable after the award is made and shall be on job probation for a period of ten

(10) working days, commencing with her first actual day on the job. In the event a secretary is awarded a job through the bidding procedure and subsequently demonstrates that she is unable to satisfactorily perform such job or indicates that she does not desire to continue on such job during the probationary period, such employee shall be returned to the job from which she bid and will not be entitled to bid on another job within six (6) months thereafter. The District shall then repost the job.

SECTION 12: TEMPORARY TRANSFER. The Board shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The Board shall also have the right to temporarily transfer employees irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) working days. The Board recognizes the desirability of keeping employees on their regularly assigned job; and, therefore agrees not to abuse the temporary transfer provision. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this Section, shall not acquire any permanent title or right to the job to which she is temporarily transferred, but shall retain her seniority in the permanent classification from which she was transferred and shall be returned to the job from which she was transferred upon termination of the temporary transfer. Employees temporarily transferred for the convenience of the Board as provided in this Section shall receive the rate of pay they would have received on their permanent classification or the rate of pay of the classification to which they are transferred, whichever is greater. Ten (10) month employees shall not be required to report for work on a temporary transfer basis during the period of time they are not normally scheduled to work unless they volunteer to work at any time during that period.

SECTION 13: RIGHT TO ASSIGNMENT. The Superintendent of Schools has the right to assign employees to positions, for which they are qualified within the school district, and said employees shall suffer no loss of pay as a direct result of said assignment.

SECTION 14: STUDENT EMPLOYMENT. Students working for the Board shall not be eligible for seniority or other fringe benefits under this contract.

ARTICLE VI - LEAVES OF ABSENCE

SECTION 1: LEAVE, PERSONAL; LESS THAN THIRTY (30) DAYS. The Board may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed her probationary period, provided, in the judgment of the Board such employee can be spared from her work. The application for leave shall be made in writing to the Board and shall indicate the approval or disapproval of the employee's immediate supervisor.

SECTION 2: LEAVE, PERSONAL; MORE THAN THIRTY (30) DAYS. A leave of absence without pay and without benefits for a reasonable period not to exceed one (1) year may be granted, provided the employee can be spared from work, when requested in writing by any secretary who has been employed for two (2) or more consecutive years by the Board without loss of seniority. A second year leave of absence may be granted at the option of the Board if it is requested at least sixty (60) days before the expiration of the original leave.

SECTION 3: RETURN FROM LEAVE OF ABSENCE.

(a) Upon expiration of said leave of absence for thirty (30) days or less, the employee shall be returned to the job held immediately prior to taking such leave.

(b) Upon termination of a leave of absence of more than thirty (30) days, the secretary shall be allowed to return to the job the employee held prior to such leave, if vacant or held by a temporarily assigned employee or shall be allowed to bump the least senior employee in the employee's same or lower job classification, so long as said employee is able to perform the job with a reasonable break in period but without training; provided, however she gives the Personnel Office one (1) week of advance notice prior to the day of her intended return.

SECTION 4: LEAVE, DISABILITY. In the event a secretary becomes temporarily disabled, the secretary may use accumulated sick leave days or, if eligible, Sick Leave Bank days. Upon expiration of all such sick leave, or at any time during the disability, the secretary shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year providing certification from a medical doctor supports the necessity for such leave.

Should a secretary be able to reasonably anticipate the need for a temporary disability leave because of illness, injury or pregnancy, such secretary shall notify the Director of Personnel one (1) month prior to the anticipated beginning of the disability leave of absence. Said secretary shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the secretary desires to return to work earlier, in which event the secretary shall:

- (1) Submit in writing notice of intent to return to work to the Director of Personnel one (1) month prior to the expected date of return, and,
- (2) Provide a certificate from a medical doctor attesting to the fact that the secretary's physical condition is such that said secretary is able to return to work without restriction or limitation to an assignment for which she is qualified and certified.

In the event the work and/or attendance of a secretary is adversely affected due to a disabling condition prior to the secretary's voluntary taking of a leave of absence, the secretary shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a secretary fails to return to work upon the expiration of a disability leave, the secretary shall be terminated and forfeit any further rights the secretary may have had under this Agreement or individual contract. Secretaries who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier.

Upon return from a disability leave which was originally granted for a period of ninety (90) calendar days or less, the secretary shall be assured reinstatement to the same position so long as said secretary in fact returns to work within the ninety (90) calendar day period, and so long as said reinstatement does not conflict with the provisions of Article V of this Agreement. Upon return from a disability leave which was originally granted for a period of ninety-one (91) calendar days or more, the secretary shall be allowed to bump the least senior employee in the employee's same or lower job classification, so long as said employee is able to perform the job within a reasonable break-in period but without training. During any such voluntary or

involuntary disability leave, seniority shall accrue to the affected secretary. The regular salary increment advancement shall accrue if such temporary disability leave of absence duration is ninety (90) secretary work days or less.

SECTION 5: JURY DUTY. An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which she performs jury duty and on which she otherwise would have been scheduled to work for the Board shall be paid the difference between what she receives from the Court as daily jury fees and what she would have earned from her employment with the Board on that date on the basis of the number of hours the employee was scheduled to work at her regular rate of pay. The employee shall have the option of receiving the difference between her regular pay and jury duty fees, upon submitting a voucher from the Court to the Board, or to take the time off without pay, but keeping the jury duty fee. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give her immediate supervisor prior notice that she has been summoned for such jury duty and the days for which she claims such payment and the employee must report to work as soon as she is released from jury duty from day to day.

SECTION 6: WITNESS SUBPOENA. An employee who is subpoenaed as a witness on behalf of the Board in any judicial or administration proceedings for reasons arising out of and in the course of her employment shall suffer no loss of pay.

SECTION 7: LEAVE, CHILD CARE. A secretary may be granted a child care leave, up to one (1) year, without pay or Board paid fringe benefits. No salary increment shall occur during said leave.

ARTICLE VII - PAID SICK LEAVE

SECTION 1: LEAVE, PAID SICK. For employees who qualify therefor paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

SECTION 2: SICK LEAVE CREDITS. All secretaries shall earn and accumulate paid sick leave credits on the basis of one (1) day per month for each month the secretary worked.

For the purpose of this Section, one month worked shall be defined as a minimum of ten (10) regularly scheduled work days. Unused paid sick leave credits shall accumulate from year to year without limit. A record of the sick leave accrued through June 30 of each year shall be given to the employee in the fall of the year. Any secretary working in ten calendar months would receive a minimum of ten (10) days.

SECTION 3: SICK LEAVE PAYMENTS QUALIFICATION. In order to qualify for sick leave payments, the employee must report to her immediate supervisor as soon as reasonably possible or to the Personnel Office not later than one-half (1/2) hour after her normal starting time on the first day of her illness unless in the judgment of her immediate supervisor the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible.

(a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence if the Employer suspects the employee is abusing the sick leave provision. If the doctor's statement is required,

the employee will be told in advance that it will be required and it must state the cause of such absence, confirm the necessity therefor and before the employee resumes her normal duties, must state that the employee is physically able to return to and perform her job duties.

(b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

(c) Any employee absent for five (5) or more consecutive working days because of sickness or injury, or when showing definite signs of impaired health, may be required to obtain a certificate from her physician issued after an additional examination to furnish evidence of continued fitness to work.

(d) Any employee may be required to submit to a physical and/or psychiatric examination at any time. All such examinations shall be by practitioners acceptable to the Board and paid for by the Board.

SECTION 4: SICK LEAVE PAYMENTS. Sick leave payments shall be made to employees (not to exceed their accumulated sick leave) for the following leaves:

(a) Leaves for serious illness of a member of an employee's immediate family shall be available for a period of not to exceed one (1) regularly scheduled working day at any one (1) time, unless her immediate supervisor grants her additional time off from work.

(b) Leaves for dental and medical appointments that could not be made for times other than during regular duty hours, provided the employee notifies her immediate supervisor one week in advance, except in emergencies.

(c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of death if requested.

SECTION 5: LEAVE, FUNERAL. All employees who, at the time, have completed their probationary period shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family; or, not exceeding five (5) days due to the death of a son, daughter, or spouse. This payment shall not be deducted from an employee's accumulated sick leave credits, nor shall payment be made for any of such three (3) days or five (5) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as the employee's current spouse, children, grandparents, grandchildren, parents, parents-in-law, brother, sister, brother-in-law and sister-in-law, stepparents and stepchildren. Seven (7) additional days of leave of absence may be taken, provided the employee has sufficient unused paid sick leave credits accumulated. If the Board requests proof of death, the employee must present the same in order to receive the pay referred to.

SECTION 6: SICK LEAVE HOURS DEFINED. One (1) day of paid sick leave for employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested. Sick leave payments made hereunder shall be pro-rated no less than one-half (1/2) day increments.

Whenever sick or bereavement payments are made under this Article, the amount of such payments shall be deducted from the employee's unused bank of paid sick leave credits.

SECTION 7: LEAVE, BUSINESS. An employee who has completed six (6) or more months of continuous service since her last hiring date shall be allowed two (2) business leave days per year, provided a business leave of absence form is submitted to her immediate supervisor at least five (5) working days prior to the desired day off, which request shall state the reason why it is necessary to take such a leave. The employee's immediate supervisor shall either grant or deny the leave by so stating on the business leave of absence form and returning a copy of said form to the employee at least two (2) days in advance of the requested time off. Such business leave days shall be deducted from the employee's unused accumulated bank of sick leave credits. Business leave means an activity which requires the secretary's presence during the regularly scheduled work day and which is of such a nature that cannot be attended to at a time when she is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period. An employee may request and be granted a business leave day by telephone in case of emergency. Upon return from said leave, the employee will then complete the absence form.

SECTION 8: WORKER'S COMPENSATION. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the Employer the difference between the allowance under the Worker's Compensation Act and her regular weekly income for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. Upon the expiration of the one hundred twenty (120) days supplemental pay period an Employee shall be entitled to use accumulated sick leave, in one-half (1/2) day increments, until said sick leave is exhausted. Said use of sick leave supplement shall not exceed the total equivalent of what she would have received in daily pay based on her normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an Employee is on Worker's Compensation. Provided however, the Employer shall continue the Employee's health insurance benefits until such time as the Employee's supplemental period and/or accumulated sick leave is exhausted.

SECTION 9: SICK LEAVE BANK. All secretaries within the bargaining unit upon ratification of this contract may join the Association's sick leave bank by contributing one (1) day of her sick leave credit to the bank. It shall be the duty of the Association to handle enrollment in the sick leave bank and to notify the business office of enrollees and the amount of sick leave credit transferred by October 5 of each year. Secretaries who cease to be employed by the District shall have no right or title to any sick leave in the bank. Sick leave days contributed to the bank shall be cumulative. Should the number of days in the bank fall below ten (10), each member of the bank shall be assessed an additional day by the Association. Secretaries may withdraw up to five (5) days per year for extended illness or accident related injury upon receipt by the Association of a doctor's certificate and their written request. The sick leave bank may be drawn upon after she has been confined for ten (10) working days and after credited sick leave days are exhausted. A newly hired secretary may contribute one (1) day upon completion of her probationary period.

ARTICLE VIII - ASSOCIATION BUSINESS LEAVE

SECTION 1: LEAVE, ASSOCIATION. Leaves of absence with pay and without loss of seniority of ten (10) days per fiscal year shall be granted to members of the Association, provided a written request for such leave is presented to the Personnel Office by the President of the Association at least five (5) regularly scheduled working days prior to the start of the anticipated absence. It is understood and agreed that regardless of the number of employees who attend the meetings, the total number of days off from work shall not exceed ten (10) days per fiscal year. No more than one (1) secretary from a building will be allowed to use an Association day on a given day. The Association shall reimburse the District for any costs for substitutes, if employed.

SECTION 2: BOARD MEETINGS ATTENDANCE. Bargaining unit personnel shall not lose pay to attend meetings called by the Board or any other meeting at which the Board requires their attendance.

ARTICLE IX - HOURS OF WORK AND OVERTIME

SECTION 1: WORK DAY DEFINED. The normal work day for full-time school building personnel shall be seven and one-half (7 1/2) hours, and the normal work week shall consist of thirty-seven and one half (37 1/2) hours, Monday through Friday, both inclusive. The normal work day for full-time central and related offices will be eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive. However, nothing contained herein shall be construed as a guarantee of seven and one-half (7 1/2) or eight (8) hours of work or pay per day, or thirty-seven and one-half (37 1/2) or forty (40) hours of work or pay per week, whichever is applicable. In the event a reduction in total hours worked per week by unit employees is deemed necessary by the Board, all secretaries shall have their hours reduced by like amounts of time. In the event a reduction in the number of weeks worked per year for secretaries is deemed necessary by the Board such reduction shall be considered a force reduction and be achieved in accordance with Section 7 of Article V.

SECTION 2: WORK WEEK DEFINED. For the purpose of this Agreement, the week shall be Monday through Sunday.

SECTION 3: LUNCH AND BREAK PERIODS. Employees shall be entitled to at least one-half (1/2) hour unpaid duty-free lunch period at or near the midpoint of their work day and to a fifteen (15) minute break period at or near the midpoint of the first half of their work day and a fifteen (15) minute break at or near the mid point of the second half of their work day. It is understood and agreed that the timing of the lunch or break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job being performed has been completed. Employees shall be required to be ready to start work at their respective assigned work stations at the start of their work day and shall be required to remain at work until the end of their work day except as above provided.

SECTION 4: OVERTIME PAY. Those employees who have been specifically authorized by their immediate supervisor to work overtime, shall be compensated for all hours worked at time and one-half the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours in any one (1) work day and for all work

performed on Saturday. Two (2) times the employee's straight time hourly rate of pay will be paid for all work performed on Sunday and any days celebrated as paid holidays as specified in this Agreement.

SECTION 5: OVERTIME NOTICE. When overtime is to be worked, the employee's immediate supervisor shall endeavor to give the employee involved reasonable advance notice, if possible. If the employee's immediate supervisor notifies an employee at or before the end of her regular work day on the preceding working day before the overtime is to be worked, the immediate supervisor shall have the right to expect such employee to work a reasonable amount of overtime unless the employee is absent due to illness or accident or other arrangements are worked out between the employee and her supervisor.

SECTION 6: CALL IN PAY. An employee who is called in to perform work at a time other than that for which she had previously been scheduled shall be guaranteed a minimum of two (2) hours of work, or in the absence thereof, two (2) hours of pay at her hourly rate of straight time or premium pay, whichever is applicable. This provision does not apply to employees who were previously scheduled to start work prior to the regular starting time or who may be retained after regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day, but who continue to work their regular work day thereafter.

SECTION 7: INCLEMENT WEATHER. In the event the school district is closed because of inclement weather, bargaining unit employees shall not be required to report for work and shall suffer no loss of pay for said day(s) provided, however the District suffers no state aid loss pursuant to applicable statute.

If for reasons of emergency, an employee is required to report for work during this period, the employee shall receive compensation at one and one-half (1 1/2) times her hourly rate.

In the event school days are added to the school calendar to make up for inclement weather days, as where the District has lost state aid, ten (10) month secretarial employees shall be expected to work and shall receive their regular normal rate of pay for same. Twelve (12) month bargaining unit members shall be allowed to use their vacation days, personal business days or sick days to offset any loss of pay due to implementation of this section. Any request to use vacation days, personal business days, or sick leave days to compensate for loss of pay due to inclement weather days must be in writing to the personnel office.

SECTION 8: SUMMER HOURS. If the Board designates shorter working hours of not less than seven (7) hours per day for the summer months, it is understood and agreed that this will not be in violation of this contract.

ARTICLE X - COMPENSATION

SECTION 1: COMPENSATION. The job classifications and applicable rates of pay therefor are set forth in Appendix A attached thereto and by this reference made a part hereof. Employees who have previous experience as a secretary may be hired at not more than "After 4 Years" of the rate range of the classification to which they are assigned.

SECTION 2: FAIR DAY'S WORK. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees

shall be required, as a condition of continued employment, to render a fair day's work for the Board.

SECTION 3: BIDDING, RATE RANGE GREATER. When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which she bid, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification for which she bid which will result in a significant increase in her salary as determined by the administration and thereafter shall be governed by the pay range increments set for such job in Appendix A attached hereto.

SECTION 4: BIDDING, RATE RANGE LESS. When, through the bidding procedure, an employee is awarded a job for which the maximum of the rate range is less than the maximum of the rate range for the permanent job classification from which she bid, or when an employee is placed, due to lack of work or funds, on such job, she shall continue to be paid the rate of pay she was receiving on the job from which she bid or was removed or the maximum of the rate range of the job onto which she was thus placed, whichever the lesser and thereafter shall be governed by the pay range increments set for such job in Appendix A attached hereto.

SECTION 5: UNSATISFACTORY PERFORMANCE. When an employee is removed from her job due to her inability to satisfactorily perform the duties thereof, such employee shall receive the rate of pay for the job to which she is thereafter assigned on the basis of the pay range step applicable to her total continuous length of service and thereafter, shall be governed by the pay range increments set for such job in Appendix A attached hereto.

SECTION 6: RETIREMENT. The Board agrees to pay up to five (5) per cent of the employee's contribution to the State Retirement Fund. A secretary who reaches her 70th birthday shall retire at the end of that school year. The Board may extend the length of service of a secretary beyond the retirement age if it feels such action is advisable. A secretary wishing to have an extension should make application in writing to her immediate supervisor, stating the reasons for desiring the extension.

SECTION 7: HEALTH INSURANCE. Employees shall be eligible for Board paid health insurance at the end of the sixty (60) working day probationary period. The Board, however, agrees to allow an employee to enroll in the insurance program upon initial employment and pay the group rated premium each month during her probationary period. For all full-time employees, the Board shall provide without cost to the employee, MESSA Super Care I health insurance for a full twelve (12) month period for the employee and her dependents as defined by MESSA and its underwriters. In the event two (2) or more members of the same family are employed by the Board and both or all are eligible for health insurance, or if an employee's spouse is employed by someone other than the Board and his employer provides comparable health insurance coverage for either single employee coverage or full-family coverage, then the Board shall be relieved of any liability for the purchase of health insurance for said employee. However, the eligible employee may elect one or more of the following plans for which the Board will contribute the dollar amount, equal to the Single Subscriber rate currently in effect under MESSA Super Care I, per month toward the purchase thereof, provided the employee is normally scheduled to work and works at least fifteen (15) days per month.

- (a) Long Term Disability
- (b) Accidental Death and Dismemberment
- (c) \$10/\$20 Hospital Supplement
- (d) Additional Life Insurance
- (e) Additional Dependent Life Insurance
- (f) Loss of Time (Income Protection)
- (g) Other policies available under MESSA Super Care I
- (h) MEA Annuities to the extent allowed by tax rules and laws

It shall be the responsibility of the employee to inform the Board of Education of her desire for coverage or any changes in her status that may affect her insurance status. For those employees who are laid off due to lack of work or on prolonged leaves of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for such employees to continue coverage beyond such time, they must make arrangement for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates. In the event an employee quits, retires or is terminated, the Board's liability for premium or subscription rates shall be automatically terminated.

SECTION 8: DENTAL INSURANCE. Effective April 1, 1987, and for the life of this Agreement the Board shall provide without cost to the employee, dental insurance under Delta Dental Plan A/0-3 with Co-Pay 85/50/50, including internal and external coordination of benefits.

SECTION 9: VISION INSURANCE. For the life of this Agreement, the Board shall provide without cost to the employee MESSA Vision Service Plan II including internal and external coordination of benefits for all employees and their eligible dependents.

SECTION 10: LIFE INSURANCE. For the life of this Agreement, the Board shall provide, without cost to the employee, a total of \$20,000 Term Life Insurance with \$20,000 Accidental Death and Dismemberment for each employee. For those employees who select MESSA Super Care I, the Board will provide a total of \$15,000 Term Life Insurance with \$15,000 Accidental Death and Dismemberment for each employee.

ARTICLE XI - HOLIDAYS

SECTION 1: HOLIDAYS, PAID. The following days shall be recognized as holiday time off with pay: two (2) days at Christmas, two (2) days at New Years, Martin Luther King, Jr.'s Birthday, Good Friday, Easter Monday (when school is not in session), Memorial Day, Independence Day (if it falls within the employee's work year), Labor Day, Thanksgiving Day, Friday following Thanksgiving Day. Eligible employees shall receive one (1) day's pay for each such holiday.

Notwithstanding the above, the employer shall have the right to require 260 day employees to work Easter Monday.

In the event a 260 day employee is required to work Easter Monday, said employee(s) shall be entitled to an alternate day in lieu of Easter Monday. This day shall be taken before the end of the calendar year.

Twelve month employees shall be required to work Presidents' Day. The assignment and location on Presidents' Day shall be determined by the Superintendent.

SECTION 2: HOLIDAY ELIGIBILITY. To be eligible to receive holiday pay hereunder, an employee must be a regular full-time or part-time employee and must have worked all the hours on the scheduled work day preceding the holiday and all the hours on the scheduled work day following the holiday, (1) unless such day or days occurred during the employee's regularly scheduled vacation period, or (2) unless such employee was excused in writing by the immediate supervisor for legitimate reasons from working part or all of the hours her department was scheduled to work on such days.

SECTION 3: HOLIDAY PAY DEFINED. One (1) day of holiday pay for employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employees permanent job classification assignment at the time the holiday payment is made.

ARTICLE XII - VACATION

SECTION 1: VACATION. The vacation schedule for twelve (12) month employees shall be granted in accordance with the following:

(a) 0-2 years of service with the District - 1 week of vacation with pay per year. Beginning with the effective date of this contract, employees who for the first time are covered by this provision of the contract shall earn vacation on a monthly pro-rated basis of 5/12 of a day per month. This shall be credited to the employee at the end of each month beginning with the month of hire. The employee must work at least ten (10) days in the month to qualify. Said employees shall not be able to take vacation leave until they have completed six (6) months of employment.

(b) An employee who has completed two (2) but less than seven (7) years of continuous service with the Board since her last hiring date shall receive two (2) weeks of vacation with pay.

(c) An employee who has completed seven (7) but less than fifteen (15) years of continuous service with the Board since her last hiring date shall receive three (3) weeks of vacation with pay.

(d) An employee who has completed fifteen (15) or more but less than twenty (20) years of continuous service with the Board since her last hiring date shall receive four (4) weeks of vacation with pay.

(e) An employee who has completed twenty (20) or more years of continuous service with the Board since her last hiring date shall receive one (1) additional day for each continuous year of service up to a maximum of five (5) weeks.

(f) At the sole discretion of the Employer, upon request by an employee who is entitled to additional days as set forth in sub-section (e) may be allowed to work those additional vacation days as set forth in section (e) above, and receive pay for same.

SECTION 2: VACATION PAY DEFINED. One (1) week of vacation pay for twelve (12) month employees shall equal forty (40) hours at the employee's straight time hourly rate during the fifty-two (52) week period ending immediately prior to her anniversary date. Two (2) weeks of vacation pay for twelve (12) month employees shall equal eighty (80) hours at the employee's straight time hourly rate, and three (3) weeks of vacation pay for twelve (12) month employees shall equal one-hundred twenty (120) hours at the employee's straight time hourly rate. Full-time employees who work less

than a regular eight (8) hour day shall receive vacation pay on a pro-rata basis in relation to the number of hours they regularly work.

SECTION 3: VACATION ELIGIBILITY. To be eligible to receive vacation time off with pay an employee must be a twelve (12) month employee. Wherever the words are used in this Article, "years of continuous service with the Board" shall be defined as full calendar years of service from anniversary date to anniversary date. Pay for work in lieu of vacation by twelve (12) month employees may be authorized only upon written approval of the Superintendent.

SECTION 4: VACATION REQUEST. An eligible employee may take her vacation at any time following her anniversary date for which the vacation was earned, provided in the judgment of her immediate supervisor, she can be spared from work at the time of her choice. Requests for vacation time off must be made at least thirty (30) days in advance of the start of such vacation unless otherwise approved by her immediate supervisor. Vacation days shall not be cumulative year to year, except in unusual conditions or circumstances. A provision for cumulation of vacation from year to year shall be reduced to writing and signed by the employee's immediate supervisor.

SECTION 5: PAYMENT IN LIEU OF VACATION. Employees working less than twelve (12) months shall receive pay in lieu of vacation. After an employee has completed her probationary period, but less than two (2) years of continuous service, she shall receive three (3) percent of her gross earnings, five (5) percent of her gross earnings upon the completion of two (2) years of continuous service, and seven (7) percent of her gross earnings upon completion of ten (10) years of continuous service.

SECTION 6: VACATION ELIGIBILITY AFTER TERMINATION. If an employee, who is otherwise eligible for a vacation with pay, quits, retires, dies, or is discharged on or after her anniversary date upon which she qualified for such vacation with pay without having received the same, such employee or her designated beneficiary will receive, along with the final paycheck, the vacation pay for which she qualified as of such anniversary date. If an employee is discharged prior to her anniversary date upon which she would have qualified for vacation with pay, she will not be entitled to any portion of the vacation pay for which she would have qualified on such date. Employees who retire under the State Retirement Fund and those employees who quit or die prior to their anniversary date will receive their pro-rata vacation pay along with their final paycheck.

SECTION 7: EXCLUDED POSITIONS. The parties have agreed to execute a Letter of Understanding regarding excluded secretarial positions (Article 1, Section 1).

ARTICLE XIII - PROFESSIONAL BEHAVIOR

SECTION 1: PROFESSIONAL BEHAVIOR. If, at any time, the quality of work of an employee shall be deemed unsatisfactory any disciplinary action taken against the employee shall be in accordance with the disciplinary policy of the Benton Harbor Area Schools Board of Education. Said policy shall be that policy outlining progressive corrective discipline adopted March, 1967, revised September, 1981.

(a) No secretary shall be subject to any disciplinary action without Association representation, if the employee so desires. The Board shall notify the secretary of the aforementioned right.

(b) An employee's seniority and employment shall terminate if she is absent for two (2) regularly scheduled working days without notifying her immediate supervisor

prior to or within such two (2) day period of a justifiable reason for such absence, if reasonably possible.

SECTION 2: JUST CAUSE. No employee shall be disciplined (including warnings, reprimands, suspension, demotions, discharges, or other actions of a disciplinary nature), without just cause. Any discipline shall be set subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

SECTION 3: RULES OF CONDUCT. Reasonable rules of conduct shall be established by the Board and a copy of such rules and disciplinary policy shall be furnished to each employee.

(a) The Board shall have the right to make such additional reasonable rules, regulations and disciplinary policy not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations and after advance notice to the Association and the employees to require compliance therewith.

(b) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety device or equipment shall subject the employee to disciplinary action, and in case of flagrant or serious violation to dismissal.

SECTION 4: EVALUATIONS. All employees shall be evaluated at least once a year by June 1, by the administrative supervisor or his/her designee so long as the evaluator is familiar with the evaluatee's work.

ARTICLE XIV CONTINUING EDUCATION AND IN-SERVICE

SECTION 1: CONTINUING EDUCATION. It is recognized by and between the parties hereto that employee participation in continuing education programs directly related to their work and in-service programs conducted by the Board are of importance to the development of the employee's skills and efficiency. Therefore, the Administrative staff will endeavor to assist in the planning and conducting of in-service programs and the Association will encourage their members to participate in all available continuing education and in-service programs.

SECTION 2: REIMBURSEMENT FOR APPROVED WORKSHOPS AND CONFERENCES. The Board shall reimburse employees for all approved, reasonable and necessary expenses incurred by an employee to attend workshops and conferences which are approved by the Board.

SECTION 3: PAY FOR WORKSHOPS AND CONFERENCES. An employee shall suffer no loss of pay while attending workshops and conferences which are approved by the Board.

ARTICLE XV - MISCELLANEOUS

SECTION 1: TUBERCULIN TEST. All employees shall have a tuberculin skin test and/or chest X-ray and such other tests or examinations as may be required by law at the employee's expense.

SECTION 2: NEW BARGAINING UNIT POSITION. If, during the life of this Agreement, a new bargaining unit job is created or an existing secretarial job is substantially changed, the Board shall establish the job duties and rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other secretarial jobs covered by this Agreement, the Association shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the aforementioned job. If negotiations have not been initiated during said fifteen (15) calendar days period, the rate range so assigned shall become permanent. In the event the parties cannot agree to the appropriate rate, the issue shall be subject to the grievance procedure commencing with the Third Step thereof.

SECTION 3: COPIES OF AGREEMENT. The Employer agrees to print, at its own expense, a sufficient number of copies of this Agreement for bargaining unit members plus fifteen (15) additional copies for Association use.

ARTICLE XVI - STRIKES AND LOCKOUTS

SECTION 1: STRIKES AND LOCKOUTS. The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow-down or strike or other concerted activity which interferes with the operation of the Board. The Board agrees that during the same period there will be no lockouts.

SECTION 2: INDIVIDUAL STRIKES. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or strike or other concerted activity which interferes with the operation of the Board, which has not been authorized by the Association may be disciplined or discharged in the sole discretion of the Board.

ARTICLE XVII - DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 1989, and the terms and provisions thereof shall remain in full force and effect until 12:01 a.m. on the 1st day of July, 1990, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Notwithstanding any other provision of this Agreement, it is understood by the parties that the second year of this Contract, that being 1990-91, shall only be effective if either Proposal A or Proposal B is approved by the electors in November of 1989. If neither Proposal is approved and effectuated then the parties must return to the bargaining table on or before March 1, 1990, to bargain a new Contract and this Agreement shall expire at 12:01 a.m. on the first day of July, 1990.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Benton Harbor, Michigan, on the 10th day of August, 1989.

Benton Harbor Secretarial
Association/MEA/NEA

Benton Harbor Area Schools
Board of Education

Susan K. Fischer

Susan Fischer
MEA Uniserv Director

James R. Rutter

James Rutter
Superintendent

Silvia Henry

Silvia Henry
President

Richard D. Fries

Richard D. Fries
Attorney/Chief Negotiator

Dolores J. Baker

Dolores Baker
Negotiator

Robert L. Nichols

Robert L. Nichols
Director of Personnel

Rebecca Beach

Rebecca Beach
Negotiator

Jane Peden

Jane Peden
Negotiator

Harriet Peeples

Harriet Peeples
Negotiator

**APPENDIX A
WAGE SCHEDULE**

Section 1:

Class	Start	Effective July 1, 1989 to January 19, 1990										
		After 60 Days	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 10 years
I	\$6.65	\$6.83	\$6.99	\$7.14	\$7.26	\$7.45	\$7.58	\$7.74	\$7.90	\$8.05	\$8.18	\$8.33
II	6.99	7.14	7.26	7.45	7.58	7.74	7.90	8.05	8.19	8.35	8.52	8.63
III	7.45	7.58	7.74	7.90	8.05	8.19	8.35	8.53	8.66	8.80	8.95	9.11

Class	Start	Effective January 20, 1990 to June 30, 1990										
		After 60 Days	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 10 years
I	6.85	7.03	7.20	7.35	7.48	7.67	7.81	7.97	8.14	8.29	8.43	8.58
II	7.20	7.35	7.48	7.67	7.81	7.97	8.14	8.29	8.44	8.60	8.78	8.89
III	7.67	7.81	7.97	8.14	8.29	8.44	8.60	8.79	8.92	9.06	9.22	9.38

Class	Start	Effective July 1, 1990										
		After 60 Days	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 10 years
I	7.26	7.45	7.63	7.79	7.93	8.13	8.28	8.45	8.63	8.79	8.94	9.09
II	7.63	7.79	7.93	8.13	8.28	8.45	8.63	8.79	8.95	9.12	9.31	9.42
III	8.13	8.28	8.45	8.63	8.79	8.95	9.12	9.32	9.46	9.60	9.77	9.94

SECTION 2: STEP ADVANCEMENTS. Step Advancements shall occur on the employee's anniversary date. The time designations (years) set forth in the above schedules are applicable to employees who are hired for and/or remain in the same classifications for the periods designated. When an employee is awarded another classification through the bidding procedure as provided in Section 3 of Article X, she shall then as of her next anniversary date in that class receive the incremental step increase which will advance her one step in the pay scale for the job she was thus awarded.

SECTION 3: RETROACTIVITY. Each eligible secretary who would have been moved and incremental step shall be moved retroactively from her anniversary date.

INDEX

-A-	
Agreement, Copies	22
Arbitration	6
Association	
Activity During Working Hours	3
Business Leaves	14
Representatives	3
-B-	
Bargaining Unit Defined	1
Bidding	9
Applicable Rate Range	16
During Summer Months	9
Notification to Association	9
Board Meeting Attendance	15
Break Periods	5
Building & Equipment Use	3
Bulletin Board Use	3
Business Leave Days	14
-C-	
Call In Pay	16
Check Off of Association Dues	1
Civil Action	4
Compensation	16
Complaints	4
Conduct, Rules of	21
Conferences	21
Continuing Education	21
Copies of Agreement	22
-D-	
Dental Insurance	18
Disciplinary Action	21
Dues and Fee Deductions	1
Duration of Agreement	22
-E-	
Education, Continuing	21
Employer Rights	1
Employee's Protection	4
Equipment Use	3
Evaluation	21

	-F-	
Fair Day's Work		16
Funeral Leave		13

	-G	
Grievance		
Association		6
Committee Meetings		6
Defined		5
Limitations, Issue		6
Steps of		5
Release Time		3
Time Limits		6

	-H-	
Health Insurance		17
Hold Harmless Clause		2
Holiday Information		18
Hourly Rates		24

	-I-	
Inclement Weather		16
Information to Association		3
Injury on Job		14
Insurance		
Health Insurance		17
Dental		18
Life		18
Vision		18

	-J-	
Jury Duty		12
Just Cause		20

	-L-	
Layoffs		8
Leaves of Absence		
Association Business		14
Business		14
Child Care		12
Disability		11
Funeral		13
Involuntary		11
Jury Duty		12
Notification of Return		10
Personal		10
Sick Leave		12
Lunch Periods		15

M-	
Mail Service	3
Medication	4
Meetings, Board	15
-N-	
New Employee Information	3
New Job Created	21
Non-Discrimination	1
-O-	
Overtime Information	15
-P-	
Part Time Employee Defined	7
Payroll Deductions	2
Posting Vacancies	9
Probation, Job	9
Probationary Employees	7
Professional Behavior	20
Purpose of Agreement	1
-R-	
Recall of Employees	8
Reducing Work Force	8
Retirement Information	17
Right To Assignment	10
-S-	
Safety, Employees	4
Safety Rules	21
Savings Clause	2
Security, Building	4
Seniority	
Bidding	9
Defined	7
Layoffs	8
List	7
Probationary Period	7
Reduction of Work Force	8
Student Employees	10
Temporary Transfer	10
Termination Of	7
Sick Leave	12
Sick Leave Bank	14
Strikes and Lockouts	22
Student Discipline	4
Student Employees	10

Subpoena, Board Witness	12
Substitute Employee Defined	7
Summer Hours	16
Suspension	21

-T-

Temporary Employee Defined	7
Temporary Transfer	10
Termination	7
Tuberculin Tests	21

-U-

Unsatisfactory Performance	17
--------------------------------------	----

-V-

Vacant Positions	9
Vacation Information	19
Vision Insurance	18

-W-

Wage Scale	24
Witness Subpoena	12
Work Day Defined	15
Work Week Defined	15
Workers' Compensation	14
Working Alone	4
"Working Day" Defined	6
Workshops	21

-Y-

"Years of Continuous Service" Defined	19
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**NOTICE REGARDING
NON-DISCRIMINATORY POLICY**

It is the intent of the Benton Harbor Area Schools to administer this policy and its school programs in a consistent and equitable manner and to provide equal opportunity to the students without regard to race, color, creed, religion, sex, national origin, age, marital status, weight and height or handicap. The Board of Education subscribes to and promotes Affirmative Action in its employment practices as stated in the Affirmative Action Policies and Plans. Any question regarding equal employment opportunity may be directed to the Superintendent.

It is also the policy of the Board of Education not to discriminate on the basis of sex in their educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendment. Inquiries regarding compliance with Title IX may be directed to the Director of Public Relations/Title IX Coordinator and/or superintendent's office.

BENTON HARBOR AREA SCHOOLS
711 East Britain Avenue
Benton Harbor, Michigan 49022
(616) 927-0600

Secretarial Agreement

Article II, Section 7: Grievance Release time.

The Grievant and the Association President or designee, (A Bargaining Unit Member), who must be involved with the Employer in the grievance procedure during the work day, shall be excused with pay for that purpose."

Article IV, Section 2: Grievance Processing

Second Step. If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the Personnel Director (administrative representative who may be designated to handle grievances at this level) within ten (10) working days after receipt of the First Step answer. The Personnel Director (administrative representative) shall give the Association representative a written Second Step answer to the grievance within ten (10) working days after the (grievance has been presented to him.) close of the hearing.

Third Step. If the grievance has not been settled in the Second Step, and is to be appealed to the Third Step, such notice of appeal must be given to the (administrative representative designated to handle grievances at this level) Personnel Director within ten (10) working days after receipt by the Association representative with the Second Step answer. The grievance reaching this step shall be considered at a meeting between the Association's grievance committee and the (Board's grievance committee) Superintendent and/or his designee, which meeting shall be held no later than ten (10) working days from the time the appeal was taken to this step. The (chairperson of the Board's committee) Superintendent and/or his designee will give the chairperson of the Association's committee a written Third Step answer within ten (10) working days after such meeting unless such time limit has been extended by agreement between the (Board's representative) Superintendent and/or his designee and the representative

Fourth Step. . . . if the grievance has not been resolved in the foregoing Steps within (fifteen (15) ten (10) calendar days following. . . . provided such submission is made within fifteen (15) ten (10) calendar days after giving the Board the fifteen (15) ten (10) calendar days notice above referred to. If the grievance has not be submitted to arbitration with said (fifteen (15) ten (10) calendar day period

Section 4: Association Grievance

Five (5) working days has been changed to ten (10) working days